

AGENDA OF THE CITY OF LIVONIA ZONING BOARD OF APPEALS

October 28, 2025 – 7:00 p.m.

**Livonia City Hall 5th Floor Gallery
33000 Civic Center Drive, Livonia, MI**

AGENDA ITEM(S):

1. **APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC 16184 Middlebelt Road (tabled on September 9, 2025):** Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.
2. **APPEAL CASE NO. 2025-07-21, Joseph Mooradian on behalf of Lakepointe Yacht Club, 37604 Ann Arbor Road (tabled on August 26, 2025):** Seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (ECM) while the proposed sign is not in compliance with the ordinance.
3. **APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez, 38560 Morningstar Drive (tabled on September 9, 2025):** Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.
4. **APPEAL CASE NO. 2025-09-30, Sheldon Center, LLC, on behalf of Lessee Ivy Rehab, 33243 Plymouth Road:** Seeking to erect a wall sign resulting in a wall sign erected in excess of allowable sign area.
5. **APPEAL CASE NO. 2025-09-31, 3CS Schoolcraft, LLC, on behalf of Lessee Olla Makki, 37453 Schoolcraft Road:** Seeking to operate a commercial personal services business in an industrial zoned district, which is prohibited.

Public comments may be sent to the ZBA Office at 33000 Civic Center Drive, Livonia, MI and include name, address, and signature.

In accordance with Title II of the American with Disabilities Act as it pertains to access to Public Meetings, the Livonia ZBA Office, upon adequate notice, will make reasonable accommodations for persons with disabilities. Please call 734-466-2250 if you need assistance. ZBA agendas and other meeting documents are available on the City's website – www.livonia.gov - under Your Government, Boards & Commissions L-Z, Zoning Board of Appeals, Agendas & Minutes.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
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MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE OCTOBER 10, 2025

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt (Tabled on September 9, 2025): an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:
<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Gallery on the 5th floor of City Hall on Tuesday, October 28, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-05-15
Meeting Date: October 28, 2025

[illegible]

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Najae Dixon and Donovan Dixon</u>	Address <u>27150 Devonshire, Southfield, MI 48076</u>
Owner <u>Belmond Properties, LLC</u>	Address <u>24500 Northwestern Hwy., Southfield, MI 48075</u>
Lessee <u>Socialite Event Gallery, LLC</u>	Address <u>16184 Middlebelt Rd., Livonia, MI 48154</u>
Location <u>East</u>	Side of <u>16184 Middlebelt</u> Street
Between <u>Sunnydale Ave.</u>	And <u>Terrence Ave.</u>
Lot No./Parcel No. _____	Subdivision _____
Zoning District <u>C-1</u>	Lot Size _____ Alley <u>n/a</u>
Present Use <u>Local Business (C-1)</u>	Proposed Use <u>General Business (C-2)</u>
Present Building Size <u>3,534 Sq. Ft. (Tenant space)</u>	Proposed Building Size <u>(no change)</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a Banquet Facility, as defined by the Livonia Zoning Ordinance, resulting in a Banquet Facility in a C-1 zoning district, which is prohibited, and a Banquet Facility less than 300 feet from a Residential zoning district. Separation from a residential district required: 300 feet; Proposed: 0 feet; Deficient: 300 feet.

Reason for Rejection Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities - standards for use.

Deficient Side yard _____	Deficient Front Yard _____	Deficient Rear Yard _____
Deficient Lot Area _____	Deficient Lot Area Per Room _____	Encroachment <u>300 ft. separation</u>
Excessive Lot Coverage _____	Excessive Height _____	Increasing No. Units _____
Use Prohibited <u>Banquet facility in C-1 district</u>	Deficient Parking Spaces _____	Increasing Area and Bulk _____

Remarks Aside, International and State Building Codes will require modifications to the structure for change the change of occupancy type in order to accommodate the added occupant load.

Plans and Application examined by  Date May 7, 2025

APPLICATION FOR VARIANCE

Belmond Properties LLC	16100 MIDDLEBELT	LIVONIA	48154		
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
Socialite Event Gallery, LLC	16184 Middlebelt Rd	Livonia	48154	248-864-9734	
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 16184 MIDDLEBELT RD LIVONIA MI 48154

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?
Based on attached lease agreement, there are no subdivision rules or restrictions on the property.
- Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
See Attached.

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

- Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
See attached.
- Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
See attached.
- Explain why you think this variance would be fair to the neighbors and others who might be affected. See attached.
- Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No
- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
I was advised that the best course of action would be to first seek a variance for the change of use to the subject property.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: N/A

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? After seeking a variance I plan to seek a permanent change of use for the property.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

LESSEE

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of ~~property owner~~ ^{Lessee} Najae Dixon

Please print name of ~~property owner~~ ^{Lessee} Najae Dixon

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 5 day of May, 2025

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 05/11/2028

COLEMON LUTHER POTTS
Notary Public - State of Michigan
County of Wayne
My Commission Expires May 11, 2028
Acting in the County of Oakland

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated _____, which reads as follows:

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

(Supervisor)

Application for permit filed _____ Violation Issued _____



DETROIT LEGAL GROUP

EST. 2010

REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

May 5, 2025

Re: Application for Variance
16184 Middlebelt Rd
Livonia, MI 48154

To: City of Livonia Building Department
33000 Civic Center Drive
City Hall Annex
Livonia, MI 48154

To Whom It May Concern:

Please find enclosed Application for Variance. Thank you in advance for your time and consideration.

Best Regards,

Dated: May 5, 2025.

/s/ Coleman L. Potts

Detroit Legal Group, PLLC
Colemon L. Potts, Esq.

26700 Lahser Rd, Suite 330
Southfield, MI 48033
(313) 962-4954



REAL ESTATE CRIMINAL COMMERCIAL
CONTRACTS PERSONAL INJURY FAMILY

Attachment to Variance Application Questions 3-5:

Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

- Socialite Event Gallery (“SEG”) is a 4,237-square-foot venue that can comfortably and safely accommodate over 150 guests. The business was originally established in 2021 during the COVID-19 pandemic, at a time when, upon information and belief, city inspections and enforcement of occupancy regulations were limited or suspended. From what I understand, no official change of use permit was issued but the business has been operating with a de facto capacity of 150 guests for the past four years. Since its formation in 2021, SEG has only been operated by two different ownership groups. The current ownership group inherited it under the occupancy assumption. I am not currently aware of this issue existing anywhere in the City of Livonia. However, the hardship imposed by the current zoning ordinance is unique because it retroactively alters the operating conditions of a fully established business, not due to any change in use or structure, but solely due to an inspection that took place when we were seeking our permit to confirm

compliance with the zoning ordinance. Additionally, as one of the first few event venues of its kind in the area, Socialite operated in a regulatory gray area prior to the development of formal standards for such businesses. This makes its situation distinct from others in the city.

Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

- Following the recent inspection on April 16, 2025, we were informed that Socialite Event Gallery is subject to a maximum occupancy of 35 guests because of the type of business license or zoning. This change affects dozens of upcoming events, many of which have been booked months in advance for guest counts well over that limit. For May and June alone, nearly every weekend is reserved for large events. Enforcing this new occupancy would result in client cancellations, contract breaches, and the need to refund over \$40,000 in deposits and payments. Such a financial burden would likely result in the permanent closure of the business. Furthermore, this sudden change would force families—many of whom are celebrating once-in-a-lifetime milestones such as weddings and memorials—to scramble for alternative venues on short notice during peak season, when most other venues are already fully booked. The hardship goes far beyond financial inconvenience and threatens the survival of the business as well as the plans of dozens of community members.

Explain why you think this variance would be fair to the neighbors and others who might be affected.

- As mentioned above, the variance would not surprise nor prejudice the neighbors who are probably under the same capacity assumption we were when purchasing the business. Socialite Event Gallery has been a valued member of the community since 2021, hosting a variety of events including weddings, baby showers, milestone birthdays, anniversaries, and repasts. As one of the few venues in Livonia capable of accommodating over 100

guests, Socialite fulfills a unique and important need for the community. The business also contributes to the local economy by attracting visitors who support nearby restaurants, gas stations, grocery stores, and other small businesses. We do not have any personal knowledge of any complaints related to noise, traffic, or nuisance, and have always strived to be a respectful neighbor. With the exception of graffiti that displayed a racial slur on the back of our building, there have been no issues that we are privy to. Granting this variance would not only allow Socialite to continue its positive contributions to the community but would also align with the spirit of the Zoning Ordinance by supporting responsible and beneficial commercial use of the property without adverse impact to surrounding residents or businesses.

ZONING BOARD OF APPEALS

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TIMOTHY J. KLISZ, SECRETARY
LINDSEY HAKALA
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(734) 466-2250

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LYNDA L. SCHEEL
LAURA M. TOY

SEPTEMBER 16, 2025

Najae and Donovan Dixon
27150 Devonshire
Southfield, MI 48076

Mr. and Ms. Dixon,

The Zoning Board of Appeals of the City of Livonia, at a regular meeting held September 9, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use,

be tabled to allow the Petitioners to return with a definitive list of guidelines for operating their business in terms of crowd control, noise levels at the facility, hours of operation, and anything that might affect the surrounding neighbors. The Petitioners shall return within 6

Petitioner will incur a \$100 rescheduling fee for every failure to appear.

In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.

Please call 734-466-2250 if you need assistance.

(six) months of the tabling from the June 3, 2025 ZBA meeting or the end of the calendar year and have the opportunity to be heard by a full Board.

ZONING BOARD OF APPEALS,

A handwritten signature in black ink, appearing to read 'TKL', with a long horizontal stroke extending to the right.

Timothy Klisz, Secretary

cc: Belmond Properties, LLC; Socialite Event Gallery, LLC; Colemon L. Potts, Esq.

Petitioner will incur a \$100 rescheduling fee for every failure to appear.

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Please call 734-466-2250 if you need assistance.

Meeting Date: September 9, 2025

2. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC 16184 Middlebelt:

Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Motion To:		Comments:
Support		
Deny		
Table		
Other		

Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
		Greg Coppola - Chairman	'	X		
X		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary		ABSENT		X
	X	Michael Testa	X			
		Marc Rotondo		ABSENT		X
		Brian Meagher	X			
		Lindsey Hakala	X			

CONDITIONS

1. 6 month deadline to revise (From Permit Tableing (Holds Table 4-1 3 month to deadline)
- 2.
- 3.
- 4.

ZBA Acting Secretary: Jim Baringhaus

J. Baringhaus 9/9/25

48154-330954

DAVID PERRY
33993-7673
CASH CORAL FL 33993-7673
SC: 33993767322
2390-05442-23-43

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No:
Meeting Date:

2025-05-15
September 9, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

OBJECTION

ABsurd it was originally Granted
RidicU/OUShneSS to ASK
For More!!!

My House Shakes From
The BASS, Not Appropriate
when trying to get my Grandson to sleep.

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

Signature:

Name:

Address:

Penny Davis
Penny DAVIS

(Please print)

29164 Terrence St
Livonia

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: September 9, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

Greetings Zoning Board: I'm hoping that you will deny any expansion of this business. Noise levels continue to be an issue there. Business has in my belief continued to exceed noise and attendance numbers. I have supported all prior businesses at this location until Socialite opened. I'm hoping the city would point out locations that could be rented, in a "commercial" setting. Residents should be afforded, a quality of life.

Thank you

James & Dawn Kline

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

SEP 08 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: James & Dawn Kline

Name: James & Dawn Kline
(Please print)

Address: 2926 Terrence

2025-05-15
September 9, 2025

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

Address: _____

Dear Livonia Zoning Board Members,

My name is Kenneth Cameron. I have owned and operated Cameron's Music in Livonia for 32 years and I have been a resident for 25 years. I am writing today to once again strongly object to granting this appeal.

I strongly suspect that they are currently holding events with more than 49 people but less than 150 in attendance and the noise is an issue without exception. On several occasions the bass from music at events has been so loud that it physically vibrates my windows. I am unable to have windows open, carry on conversation, or hear my television at a normal volume without being disturbed by the noise. There is absolutely no way that the noise is currently being contained at the appropriate decibel levels (55 dBA, or about the level of indoor conversation) and I have no reason to believe that it will be in the future.

Loitering continues to be an issue as guests regularly loiter in the parking lot both during and after events. They are noisy and disruptive to an otherwise very quiet neighborhood.

The business has already resulted in parking issues and increased traffic through my neighborhood, with guests parking in the Terrance Corners lot and occasionally on the street.

Tripling capacity will make every one of these issues exponentially worse.

I am especially concerned about alcohol being served on site. I do not want a crowd of any size that has been drinking to be hanging out in my neighborhood. It is an entirely inappropriate location for parties with alcohol. They are also proposing extended hours for holidays and other "rare occasions", which I am strongly opposed to regardless of crowd size.

I do wish the new owners the best, and I hope that they will be able to find a more appropriate location in Livonia for their banquet hall. However, the building at 16184 Middlebelt Road backs directly up to our neighborhood and is not a reasonable location for this type of business. It was not zoned for a banquet facility for good reason. I ask the board to reject this appeal.

Sincerely,

Kenneth Cameron 29160 Terrance



RECEIVED

SEP 05 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: September 9, 2025

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DEAR LADIES + GENTLEMEN :-

I OBJECT FOR THE SECOND TIME TO
THIS PROPOSAL, BECAUSE :-

- (1) THERE WON'T IN THE PLAZA, EXTRA
PARKING SPACES TO ACCOMMODATE AN
EXTRA HUNDRED CARS. 49 → 150
 - (2) THE TRAFFIC PATTERN WILL BE EXTREMELY
CHALLENGING, & LESS SAFE IN THE
IMMEDIATE AREA.
 - (3) CURRENTLY, SOME OF THEIR CARS ARE
ALREADY PARKING AT OUR PARKING
LOT WITHOUT PERMISSION.
 - (4) SECURITY + SAFETY WILL BE
EXTREMELY CHALLENGING FOR A
CROWD THREE TIMES AS BIG !!
ESPECIALLY WITH ALCOHOL !!
- THANK YOU

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

RECEIVED

SEP 03 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature:

J. J. Sampaio, MD

Name:

NAZAR N. SARABIA, MD

(Please print)

Address:

MEMBER: DORAL INVESTMENT
GROUP, L.L.C.
"TERENCE CORNERS"
16310-16376 MIDDLEBURY
CIVIL: 248-217-2171

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
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I object to the requested variance
due to increased traffic & noise.

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

RECEIVED

SEP 02 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name: CASSANDRA ADINGTON

(Please print)

Address: 29075 Terrence

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
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MAYOR

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MARTHA PTASHNIK, Vice President
CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
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LAURA M. TOY

PUBLIC NOTICE AUGUST 22, 2025

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Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-05-15
Meeting Date: September 9, 2025

[illegible]

Signature: _____

Address:

Socialite Event Gallery
16184 Middlebelt Rd
Livonia, MI 48154

August 11, 2025

Dear Neighbor,

We want to begin by thanking you for your continued engagement and for sharing your concerns regarding Socialite Event Gallery. Your feedback has helped us identify areas for growth and highlighted some misconceptions about who we are and how we operate. As proud members of the Livonia community, we're reaching out to reintroduce ourselves, outline how we address key concerns, and respectfully request your support as we seek approval to increase our venue's occupancy limit to 150 guests.

About Us:

Socialite Event Gallery is a private event venue that hosts weddings, baby showers, birthday celebrations, and milestone gatherings. Since opening in 2021, we've welcomed hundreds of families—many of whom are local residents—who bring business to nearby shops, restaurants, and services. As of August 2024, we are under new ownership and have made significant improvements to align our operations with the values of our community.

We recognize that past issues related to noise, traffic, and trash have been concerning. Please know we've taken these concerns seriously and implemented the following policies to address them:

Our Commitments to the Community:

- **Parking & Traffic:**
Our plaza offers approximately 200 designated parking spaces, which is sufficient to accommodate guests without affecting nearby businesses or residential streets like Terrence Street.
- **Noise Management:**
All events must end by 11:00 PM, at which point music stops and cleanup begins. Guests and vendors are expected to complete cleanup and exit the premises by 12:00 AM, in full compliance with Livonia's noise ordinance. On rare occasions (e.g., New Year's Eve), extended hours may be granted, but only with an on-site event attendant present to monitor noise levels (kept below 55 dB) and enforce venue policies. DJs and live musicians must maintain appropriate volume levels throughout the event or risk client penalties.
- **Cleanliness & Trash:**
Clients are required to clean up after each event, including removing trash and checking outdoor areas. SEG staff also conduct thorough perimeter checks after every event to ensure nothing is left behind.
- **Loitering & Crowd Control:**
Loitering in the parking lot is prohibited. For events with 100+ guests or any event open to the public, an event attendant or security personnel is required to enforce all policies and ensure respectful behavior. Please note, firearms are strictly prohibited on-site.
- **Alcohol Compliance:**
Alcohol may only be served by licensed, insured bartending vendors. Service is strictly limited to guests 21 and over, with proof of age required for anyone appearing under 36. Service must stop at least 30 minutes before the end of the event, and no alcohol may be brought in or taken out by guests. Vendors are prohibited from serving anyone who is underage or visibly intoxicated, and

clients are expected to take steps to prevent impaired driving. Violations of these policies will result in immediate termination of the event and possible police involvement.

To reinforce accountability, a refundable \$300 security deposit is collected from each client. Deductions are made for violations of noise, cleanliness, loitering, and safety policies.

Why We're Requesting Increased Occupancy:

An increase to 150 guests will allow us to better accommodate families and growing guest lists for private, celebratory events. Very few event spaces in Livonia offer this capacity, and we want to meet the needs of our clients without sacrificing community peace. With our improved structure and policies in place, we're confident this increase will not disrupt the neighborhood.

We'd love the opportunity to connect with you directly and are happy to address any questions or concerns. If there are additional ways we can support peace and cooperation in the community while operating our business, we welcome that dialogue.

Thank you for your time, consideration, and potential support.

Warm regards,
The Socialite Event Gallery Team
www.socialiteeventgallery.com
248-864-9734

A Community Event Open to the Public



WED
9TH
JULY
3pm-6pm

You're Invited To Our

ICE CREAM SOCIALITE

- ✓ FREE Ice Cream (while supplies last)
- ✓ Under New Management – Meet The Owners
- ✓ Bounce House & More!
- ✓ Tour Venue
- ✓ Enter to win \$150 off your next booking (exclusions apply)!

Socialite Event Gallery
16184 Middlebelt Rd.
Livonia, MI 48154

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt: an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet

Proposed: 0 feet

Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

BARINGHAUS Any questions for the Law Department? Questions for the Inspection Department?

TESTA Mr. Chair?

BARINGHAUS Yes, Mr. Testa.

TESTA Question for the Inspection Department. Mr. Stierna, is there more background on why we're here tonight? Is this petition coming to us because they wanted to and/or were there complaints filed against them for already having more than 49 people, and they're kind of cleaning up something that they're already doing?

STIERNA I want to start by indicating that the Petitioners tonight are not the original owners of the Socialite Lounge. They have recently purchased the business. They did their due diligence and filed for zoning compliance. During that process, they were seeking a larger occupancy load than which would be allowed number one by building code, and then number two under our ordinance for a business of that size, operating with that many people. Yes, there have been complaints to the previous owners, which was evidenced in the list from Jeff Ronayne. But as to date, I have seen no complaints for the new owners. We're currently working on trying to get the business continuing from I think what was a victim of their own success previously, the previous owner.

TESTA Okay, thank you for that. So they in kind of summary, it is a new owner, and while they're doing their due diligence, made them realize they weren't in compliance. That's why they're here today.

STIERNA Correct.

TESTA Okay, thank you.

BARINGHAUS Are there any other questions? Okay, if the Petitioners could come forward, please. Good evening, could I have your name and address, please?

POTTS Good evening. My name is Coleman Potts. I represent the Socialite Event Gallery. My office address is 26700 Lahser Road, Suite 330, Southfield, Michigan, 48033.

BARINGHAUS All right, and if I could have your names and addresses as well.

NAJAE DIXON Good evening. My name is Najae Dixon. My address at Socialite Event Gallery is 16184 Middlebelt Road.

BARINGHAUS Thank you.

DONOVAN DIXON Hello. I'm Donovan Dixon. Our address is 16184 Middlebelt Road.

BARINGHAUS Thank you. Okay, very good. Just give us an outline of your variance of quest and any hardships you're encountering.

POTTS Yeah. So essentially, my clients purchased this building, and I don't know whether they assume the lease or enter into a new lease for this property, but they got it in August of 2024 with the purpose of wanting to continue on this event space, when they went about doing things properly by obtaining the certificate of compliance and trying to get a business license, that's when they learned that the capacity wasn't what the previous owners told them that they were operating under. I think the maximum load that they had was 49 people. However, as you all may be aware from the documents that have been presented, the official space for the building is just around 4200 square feet, and the operating space, I believe, is around 3500 square feet. This presents a unique hardship for the business for several purposes. Number one, I'm not aware of any other business like theirs that is facing the same issue, where they have a large event space, but they can only accommodate 45 people based on the zoning. With regards to hardships, not even looking at it in the monetary sense. Number one, they're locked into this commercial lease, this triple net lease, for at least another three years. When you get a triple net lease, as it is, you're responsible for zoning compliance and everything you need for the building. You can't rely on the landlord and say, "Hey, you were supposed to make sure it was zoned properly before you sold me this lease." I've actually dealt with their landlord personally in a couple of my other cases, so I know how they are with these as-is leases and how hard it would be for them to get out [of] the lease. In addition to that, they locked in several contracts under the assumption that they will be able to operate with this 150-guest capacity. They've taken deposits for these contracts. So not only would it present a hardship for them, it will present a hardship for these people who have planned these events. In addition, they would subject themselves to the liability for breach of contract if they had to cancel these contracts and these other people may have some consequential damages as well. With regards to, I know there was some talk about complaints, and I've seen things, complaints

in the packet. However, as was stated on the record, these complaints all pre, I think all but one predate them owning the property. And the one complaint, I think that was under their ownership, was actually the previous owners who had an event there. They have tried to make nice with their neighbors with regard to the other businesses in the area. They have made sure, and I reviewed all their contracts that they have with the people who want to have event space there to make sure they know what the guidelines are, they require a significant deposit that people are aware that if they violate any ordinances or make any noise or gather in the parking lot, that they wouldn't get their deposit back. So they have put a lot of safeguards in place to make sure they're in compliance with everything. I understand that this use variance is asking for something with regards to the fee to the residential neighborhood and the max load. They have turned over plans to the Building Inspection as well to show that they can comply with all that stuff, and I believe they also had to get a firewall, a two-hour firewall. They already talked to Mr. Stierna about that, about getting that installed, and supplying the plans and make sure that comes to fruition. So everything they need to do in order to get along good with the neighborhood, they're prepared and ready to do. It's just that... and this is something, this is not like another situation where they're asking to do something outside that may affect the neighborhoods from an outside perspective, like view or traffic pattern or something of that nature. This is something they're asking to do inside the building, and based on what Mr. Stierna said, it's allowed for building code purposes, that capacity.

BARINGHAUS Can we go back to maybe, yes, how they discovered it? It seems like it's tied back to an inspection this year in April, when you found out about the capacity issues?

DONOVAN DIXON That is correct. The inspection that Matt, his department, conducted, in April—

NAJAE DIXON April sixteenth.

DONOVAN DIXON Yes, revealed to us these issues that are present and from there, we have done our due diligence and worked closely with Matt to attempt to correct everything.

NAJAE DIXON I'd like to add a little bit to that. So yes, it was brought to our attention that they, the Inspection Department, needed to do some inspections for our space. Socialite was opened in 2021 shortly after the pandemic, and really during the pandemic. And so it's my understanding, I spoke with some individuals in the Inspection Department that inspections weren't actually really taking place during that time, as they probably usually or normally would have, given the unprecedented circumstance of the pandemic. And so this was prior to our ownership, which means the previous owners never had a formal inspection. Okay, that's my understanding. That's how I understood it. And so when they reached out to us, indicating that they never stepped foot into Socialite Event Gallery, and they needed to do so, we granted that. And so that was scheduled for April sixteenth. Following April sixteenth, it was brought to our attention that we essentially are violating the ordinance and that we were approved for thirty-five, and then Mr. Stierna went back, looked at his notes, and then that's when I brought up, "Oh, hey, under the previous owners, they were actually approved for 49," and so on and so

forth. Now, to give a little bit more context, when we purchased the business, we started the negotiations around May of 2024. We officially took ownership in August of 2024 but during that time, we asked the previous owners, "What is the occupancy?" during which they informed us 150 was the max occupancy, and that's what they have been operating under. We also asked them, did they have any legal things, any issues, any complaints? They informed us of only one complaint during that time. And so we moved forward with purchasing the business with the understanding of the information that the previous owners presented to us.

BARINGHAUS You say, to purchase the business roughly May 2024 and then became aware of the capacity issue in April 2025. You had no contact at the City, no communication in this area?

NAJAE DIXON Yeah.

BARINGHAUS That time period?

POTTS I think they started negotiations in May, but they didn't actually purchase the business until August 2024.

BARINGHAUS Okay. Are there any questions?

KLISZ Yes.

BARINGHAUS Secretary Klisz.

KLISZ Are you guys suing the original owners for breach of contract?

DONOVAN DIXON Not at the moment.

KLISZ Because they obviously lied to you, right? They said there was no complaints, and there's lots of complaints from their ownership, plus they told you they were operating with a capacity of one-fifty. Was that in the contract, or is that just something they told you?

POTTS I think that was a representation that was made outside the contract.

KLISZ Okay, and then it wasn't checked on with the City to see that that was true or false?

POTTS I don't believe that was done so at the time.

KLISZ Thank you.

BARINGHAUS Any other questions?

BOLOVEN Mr. Chair.

BARINGHAUS Yes, Mr. Boloven.

BOLOVEN I got two questions. First for the Petitioner, just to clear what you just said there. You took over August of '24, is that correct?

NAJAE DIXON Correct.

BOLOVEN So this complaint on September 21, [2024], were you operating at that point?

POTTS Yes, they were operating at that point, as I stated before, that that actual event was the previous owners.

BOLOVEN Okay, that's what I needed clarity on. So they took over, but it was the previous owner. So how is that?

POTTS The previous owners had a little bit of a wedding reception there.

NAJAE DIXON As a part of our agreement, our verbal agreement, they had already established they were getting married in September, and so at the time of our kind of purchase agreement, we had agreed to allow them to host their wedding on that day, September twenty-first, so the complaint that was made was actually the previous owners' wedding that was taking place.

BOLOVEN Mr. Fisher, question for you just so I'm clear on what's being requested here. Is this a use variance request that requires five approvals?

FISHER Yes, you may have heard as much from Attorney Potts.

BOLOVEN I heard him say that, but I didn't take this originally as a use variance, but I wanted to confirm with you that this is in fact a use variance.

FISHER Yeah.

BOLOVEN Thank you, Mr. Chair.

BARINGHAUS Any other questions?

TESTA Yeah, Mr. Chair.

BARINGHAUS Mr. Testa.

TESTA Sorry, question for the Petitioner. I'm slightly confused. As the Dixons, you are the owner of the property, correct?

POTTS No, they don't own the property. Belmond Properties actually own the property. They're leasing [from] Belmond Properties.

TESTA Okay.

POTTS And they're operating, they own the business that operates out of the property.

TESTA Gotcha, I understand that now. The owner of the lot. Is that what changed in August of 2024 or is that when you bought over, bought the company that's housed on the lot?

POTTS That's when they purchased the company that was occupying 16184 Middlebelt.

TESTA Gotcha. Okay. And when you purchased the business, you were assuming kind of the agreement with the property owner. Correct? That how this works?

NAJAE DIXON Well, we had a new lease with the property owner.

TESTA What I'm trying to get at is, who misinformed you that you were allowed to have more than 49 people. Was it the owner of the property, or the owner of the business that you bought?

NAJAE DIXON The owner of the business that we bought, who are responsible for obtaining the proper licenses for those things.

TESTA Okay. Thank you. Question, Mr. Stierna. From Building Code, how many people are they allowed to have in there?

STIERNA Becomes an interesting question. Building Code does have use classifications based on building. In this-- different from zoning use. In this case, they would be going for an assembly use, which would require a fire separation between themselves and the neighboring business. Additionally, their bathroom facilities need to meet minimum requirements under the assembly use. Currently, they would meet required bathroom facilities for 150 people. If it was a building use, excuse me, business use, they would be woefully short of the required bathroom facilities. So the previous business was granted under the business use because they didn't want to make the required changes to the building structure.

TESTA Okay. And they also made a comment about the yearly inspection. Obviously, they weren't the owner at that time. They're kind of speaking of what their understanding was. What is your understanding of inspections that happened between 2021 and now?

STIERNA Inspections during COVID I couldn't tell you. I was before my time here. However, at some point, the original owners were contacted by members of our department to indicate that their current occupancy needed zoning compliance, at which point they did apply for a zoning compliance as the Socialite Lounge at that time that was under a previous zoning ordinance, and it took a little bit of doing between ourselves and the Planning Department to see how it would fit with our ordinance, with the type of business that they were describing. And so we agreed on a business use with less than 50 persons occupancy. And that was then inspected in 2022 sometime, I believe I'd have to double check the records, but at that point, yes, we were aware that the previous business owner had been occupying that during COVID.

TESTA Okay. And did they, as far as we know, did they continue to operate above the forty-nine?

STIERNA Yes.

TESTA Okay, and then ultimately [inaudible].

BARINGHAUS Yes.

TESTA Thank you.

BARINGHAUS How many events have you booked under your ownership?

DONOVAN DIXON I believe it was 176 events.

NAJAE DIXON Under our ownership. August 1 to June, 3, 2025, we have 48 projects with a gross amount of \$83,602.

BARINGHAUS Okay. With those 48 events, were there any neighbor complaints registered on those events?

NAJAE DIXON Not to my knowledge. That's with the exception of one that you reported.

BARINGHAUS Prior. What steps do you take to ensure that your neighbors aren't disturbed? Give me some type of description of guidelines in terms of maybe music volume levels, people gathering outside, things like that.

DONOVAN DIXON Yeah, I can speak to that, and maybe Najae may want to add something, but as I outlined, we have a pretty extensive contract. We require a pretty extensive deductible

or deposit, rather, for people have to pay that outlines that there's no gathering outside, that you have to be out by a certain time, that there can't be any noise outside and things of that nature. So people... and it also indicates that if we get any tickets for ordinance violation, that they would be responsible for that as well.

BARINGHAUS Generally, when you hold an event, what are the typical hours say, like a evening wedding reception.

NAJAE DIXON So generally speaking, we ask our clients to end their events by 11 pm and be out of the space by 12 am so that last hour is that time that should be spent cleaning up. But the guests, their guests, should have left the building.

BARINGHAUS Okay.

DONOVAN DIXON And I would just add, because that's something I wanted to add as well. It's not something that operates during typical business hours, so I don't think that's going to disrupt any traffic patterns or anything of that nature with the neighborhood.

BARINGHAUS What are your operations? What days of the week do they primarily focus on? Is it seven days, more on the weekends?

NAJAE DIXON Generally, Friday, Saturday, and Sunday. And during this time with prom and graduation, we'll see some Thursdays included in that as well.

BARINGHAUS Okay, so maybe four to five days, roughly.

NAJAE DIXON Yes.

BARINGHAUS Okay, very good. Thank you.

BOLOVEN Mr. Chair.

BARINGHAUS Yes, Mr. Boloven.

BOLOVEN Question for Mr. Stierna. I'm trying to connect the dots here. So piggybacking off Commissioner Testa's questions, is there currently a use variance in place for this location?

STIERNA There is not.

BOLOVEN So the 49 that was given to them, is that considered a banquet hall?

STIERNA We didn't have a banquet hall ordinance at the time that the original Socialite Lounge came into being. We spent some time trying to determine their business use.

We looked at dance clubs and ballrooms. They argued that they weren't actually serving food or intending that large an event at the time. So the agreement was, it was a rental space and it was approved as a small business use.

BOLOVEN So I'm trying to connect in our ordinance section, it looks like it's supposed to be 2.01 (8), that would define banquet facilities. But I'm looking at that ordinance, and Mr. Fisher, maybe you can hone me in. I don't see that to be the definition of the banquet.

POTTS I think it's in 6.14.

BOLOVEN 6.41 has banquet facilities and where it's permitted. I'm looking at the notice.

STIERNA It would be under definitions. Give me a minute. I can find it for you.

BOLOVEN What's section 2.01 (8), from the public notice? Is that an error? Is that a section that I'm not connecting?

STIERNA No, that's definitions of the banquet facility. And use. Give me a second, and I will find that for you.

BOLOVEN Thank you.

TESTA Mr. Chair.

BARINGHAUS Yes.

TESTA While he's looking, can I just ask another question?

BARINGHAUS Of course.

TESTA So I want to kind of reestablish again, when did you first find out that you were kind of not in compliance or in violation?

DONOVAN DIXON I think it would be right at the inspection. Correct?

NAJAE DIXON Yes. So we found out... the inspection was April sixteenth, and Zac, I don't remember his last name, he called me on that Monday.

TESTA Okay.

NAJAE DIXON And that's when I found out.

TESTA So it's been roughly a couple months, give or take.

NAJAE DIXON Correct.

TESTA Okay, I noticed on your website today you're advertising you can have up to 150 people. Is there a reason you haven't corrected that? And how many reservations have you made since that April date, above 50 people or above 49 people knowing that you were in violation? Does that makes sense, or should I—

DONOVAN DIXON No, that's okay. I understand what you're asking.

POTTS Basically they already, they had people booked between those dates, between April 12 and today's date, but they were already booked once they learned.

TESTA Okay, so you have no new bookings from the time that you learned. No new bookings over 49 people since the time that you learned.

NAJAE DIXON Correct.

TESTA Okay, but maybe you can address why on your website you're still advertising up to 150 people?

POTTS I mean, from my perspective it's something that hasn't been updated, or just wishful thinking, that we're still hoping that we can actually get this use variance. I don't know if there's any other reason not to update the site. I mean, I would assume also, if we're able to obtain this use variance, if we were to update the website, number one, I don't understand. I don't know how much effort that would take do that also, I don't know how much business we would potentially lose out on if we were to update the site.

TESTA Okay, how many parties have you operated under? Sorry, above the 49-person limit since you've taken ownership?

NAJAE DIXON Pretty much all of our events have been because, again, prior to the ordinance, people come in and they book their event. So let's say that a person came in today, and they book it for months out, and they make a deposit in order to secure their date. And so in order to address your question, you said, since the ordinance....

TESTA No, since you took over.

NAJAE DIXON Since we took over, most of our events are over that 50 capacity. And so we've had, we had 48 projects booked.

TESTA Okay, but again, everything that you booked since April is not over forty-eight?

DONOVAN DIXON Correct.

TESTA Okay, thank you.

STIERNA Mr. Chair, speaking, may I address Mr. Testa's earlier question about definitions? So section 2.01 (8), definitions of terms relating to commercial building uses would be about five items down. Banquet facility: an establishment rented by individuals or groups to accommodate private functions, including, but not limited to banquets, weddings, parties, anniversaries and other similar gatherings of 50 or more people in a room or space that exceeds 1000 square feet in size and where food and drink are consumed. Banquet facilities shall include ballrooms, dance halls and event facilities.

BOLOVEN So that explains the 49 number. When did the 49 number get applied? If you know.

STIERNA When did the... to our current ordinance?

BOLOVEN To the current location, I guess it would be the prior owner.

STIERNA It was applied back in 2021 when we were trying to determine the type of use that they wanted there. They were looking for a small event gallery, event location, and we had no ordinance describing it, that was not a dance hall at the time, and they successfully argued that it was a rental business and that they wanted to keep the events small, and that's how we established that under 50, and it also complied with the current building code at the time, as it does now.

BOLOVEN So if we were going through the timeline of this, the current owners, obviously just started the lease last year in August. The prior owners of this business, do you know what their time period was? Ownership to sale.

STIERNA Again, they predated. They were in and around the COVID time period, which predates myself. It was in the middle of 2021 at which point they were informed by one of our ordinance officers that they had to pay a zoning compliance to occupy the space, even though they'd been occupying it for some time before.

BOLOVEN You know what it was before that?

STIERNA It was a karate gym.

BOLOVEN So never an issue.

STIERNA No, they were under occupancy.

BOLOVEN Question for the Petitioner. I know we kind of hit this, but just [inaudible] in my mind here, when you were going through your negotiations on the lease from the landlord you had or even the purchase if you purchased the business from the prior owner, did you have any clue that you were limited under 50 people?

DONOVAN DIXON No.

NAJAE DIXON No.

BOLOVEN Thank you, Mr. Chair.

TESTA Mr. Chair.

BARINGHAUS Mr. Testa.

TESTA A few more questions. Have you ever operated a party above one-fifty?

DONOVAN DIXON No.

TESTA Since you've only.... Okay, how many restrooms are in your facility? Looking at the site plan, I think I see two, but maybe you can clarify for me?

DONOVAN DIXON That's correct.

TESTA Okay, one smaller, one slightly bigger. Is it like one men, one women's or is it...?

DONOVAN DIXON Unisex.

TESTA Okay, how many toilets?

DONOVAN DIXON Two.

TESTA Two total for the whole facility? Okay.

POTTS They understand that if they were to get this use of use variance, that they would have to make some structural amendments, like the fire suppression wall and the bathroom capacity.

NAJAE DIXON I would also like to add, wasn't it like 75 people per fixture, toilet fixture, and so that was totaled at one-fifty?

STIERNA Mr. Chair, if I may address that. Yeah, yes. Under an assembly use, they are permitted 75 persons per toilet. Restaurants, similar, theaters, similar uses. However,

unfortunately, in the business use, that requirement changes greatly. So if you have a business office, activities that have a longer staying time, then that's when they require more fixtures and facilities. So that's where the code starts to get a little bit squirrely with what they're trying to do. But currently, from a standpoint of fixtures, they would be compliant. They just need to provide amendments to the structure of the building providing an appropriate fire separation between themselves and the adjoining units.

BARINGHAUS Question, how are they in terms of the parking requirements?

STIERNA They, under our ordinance, would be required one parking spot per two persons on that type of use. That parking lot has close to, if not exceeding, 300 parking spaces. They would certainly not likely have an issue with parking.

BOLOVEN Mr. Chair.

BARINGHAUS Yes.

BOLOVEN Question for Mr. Stierna. I'm looking at the section 6.14 (2), it says banquet facilities, dance halls and ballrooms, provided that such use shall not be located within 300 feet of any residential district or property used for church purposes, as measured from any point in property to be so used. I know there's locations within the city that I'll call them multipurpose, where they have the banquet hall connected with the church. Is there anywhere else in this city to your knowledge, that it falls within the banquet hall definition that would be less than that 300 feet from residential or church? That is a multipurpose, obviously.

STIERNA We consider that accessory to the business, in this case, accessory to a church, certain meeting halls. So that would be the exception, because, again, it's considered accessory to the business.

BOLOVEN Is there, outside of that? Is there any, to your knowledge, banquet halls, sustainable banquet halls, that are less than 300 feet to residential or a church?

STIERNA We have several churches that have.

BOLOVEN Taking aside the churches that have them attached as an accessory. I'm saying is there, is this the only one, and this is approved. This is the only one in the whole city that would be a banquet hall with less than 300 feet of residential, or is there other locations that are like that?

STIERNA None that I'm aware of.

BOLOVEN So there's like....

STIERNA Not that I'm aware of. No.

NAJAE DIXON Can I add something to that?

BARINGHAUS Please.

NAJAE DIXON It's my understanding that once that was... that amendment or that rule, that regulation, came after the fact that Socialite was in existence. So we were already a business that was operating prior to that regulation, as Mr. Stierna indicated, when they were even trying to come up with this idea of the occupancy they were trying to find in these regulations, where do we fit at and so since then, a number of event venue halls have cropped up. And now there needs to be greater regulations and push for that.

STIERNA Mr. Chair, may I amend my statement? One similar place is the Liv Lounge on Joy Road, and they are directly adjacent to the neighborhood property. Also approved prior to the current ordinance.

BOLOVEN Are they a banquet center that is allowed more than 50 people?

STIERNA Yes.

BOLOVEN And are they any? What's their district? If you know, is it a C-1?

STIERNA Yes, I believe they're C-1.

BOLOVEN So they're not having a use issue. They just have a setback issue?

STIERNA Correct.

BOLOVEN Thank you, Mr. Chair.

BARINGHAUS Just a question, just kind of the fill in the blanks. You do provide food service, or how is that handled at your facility? Is it done in house? Is it catered?

DONOVAN DIXON We do not offer food service or provide them ourselves.

BARINGHAUS Sure.

DONOVAN DIXON The clients would hire a vendor to provide the services.

BARINGHAUS Okay, thank you. Any other questions? Are there any comments from the audience? Just sit down and have a seat for a moment.

SCOTT DUBBINK Scott Dubbink, 29366, Terrence Street. I live directly across from the Socialite Event Center. The question was asked about another banquet hall in Livonia being

300 feet. I don't know what it's classified as. I can't remember the name of it. It was Those Moments. It is directly across the street from them as well, and it's another banquet, small banquet facility that, again, like them, it's under new ownership, that one is right next door to me. When we bought our house back in 2016, we had the karate place that was across the street, and I visited there. Watched them. We'd sit on our porch, the windows were open. We could see the karate going out and stuff there. But when we bought our house in 2016, it took a hit of \$10,000 for being next to commercial property on the evaluation of what the value of the house was. It did affect, you know, it definitely affected how the sale of house went down. And again, no disrespect to these owners, it was the previous owners, but we've had a lot of issues over there. We've had armed guards with rifles.

BARINGHAUS

Again, you're referring to a prior ownership of this business?

SCOTT DUBBINK

Right, not the current owners, but... so like this this past weekend, prior weekend, they had the event there. Me, I'm a sound sleeper, but my neighbor is not. And he said that he could feel, I mean, I know I was up till midnight, and I could still hear the bass coming through the house. And my neighbor, their bedroom is right up front, ours is in the back, and they could hear bass music going on again and stuff after midnight. There's been several complaints of that from previous owner to everything going on now. We're not always at home. We go home quite a bit, but the times that we are home previously now, again that's [the] previous owner. But you know, again, there's a pattern of the events that happened there. And I'm not saying that they wouldn't try to prevent that, and I feel bad for them on the whole occupancy thing. I think they got screwed on that, personally. It's just I'm worried about my property values with everything going out around there, just because of what happened with the \$10,000 hit from when we initially purchased our house. Now, if there's an event center that's across or banquet hall that's across there, and there's a lot more population, I don't know. I mean, the event that happened there, this the other weekend, they lit off some kind of glitter and stuff like that, and their clientele did really nice at cleaning up. But previously, we've had from both the event centers, we've had trash blowing around through the yards and everything, and it just... it's the more people you have, the harder it is to control. And that's all I really have to say, is I'm just concerned about the property values around the area. Just as, like I said, we took a \$10,000 hit at the market value of our home from the commercial properties being next door and the ones next door to us, where the other banquet hall was at, it's, I don't know. I don't know if you know that where the bird store used to be. It's on the corner of Middlebelt and Terrence there was a bird store there. Well, then back behind that, there was a... that's the other corner of that building to the east side of the structure is where the other little event or gathering it was at one time called Those Moments. I just.... The new owners been there for like, a year, but there is another facility right there as well. And that's, that's what I gotta say. And I just, again, there's not enough time to evaluate these folks here. And you know, as far as how their businesses operate. And again, that's trying to keep going on, but that's, that's what I got to say. So.

BOLOVEN

Mr. Chair.

BARINGHAUS Okay. Thank you very much.

BOLOVEN Mr. Chair, can I ask-- Sorry, sir. Sorry.

BARINGHAUS Yes, we have a question.

BOLOVEN Do you think this could work? I

SCOTT DUBBINK The previous owners have had... I know that the previous owners, and I think you probably changed the website to the 150 but I think the previous owners had a little thing up there saying, chaired up to 200 people. I don't know how many people they had in there. The other problem we have, and again, it's just, it's everybody. I am not a marijuana smoker. And we have a problem with people when they're there, they smoke it. We made complaints of the one next door to us, but there's... they gather outside to smoke, and it gets to be a large gathering just to be loud. And I understand it during the daytime. But when it gets after, like ten, eleven o'clock at night, and they're [inaudible]. That's when it gets a little.... And it's tough from a business standpoint, I get that to try to control people that aren't... you have the people that you rent it to, and it's their friends, family. It's just, can the parking lot handle it? Yes.

BOLOVEN As a neighbor, how do you make it easier as a direct neighbor? Do you want to give this try, or if you had a vote today you'd say no?

SCOTT DUBBINK Again, I don't have enough. I don't have enough.

JENNIFER DUBBINK Can I speak? Jennifer. Jennifer. 29366 Terrence Street.

BARINGHAUS I'm sorry, I didn't hear your name and address.

JENNIFER DUBBINK Jennifer Dubbink, 29366 Terrence Street.

BARINGHAUS Okay. Thank you.

JENNIFER DUBBINK To answer your question, we've been dealing with it for five years already, and the majority of the time it's okay. It's just those not-so-good times. But what happens when these owners leave and another company comes in, right? Like, is it going to be as.... I don't know, you guys have weddings and...

BARINGHAUS [Inaudible]

JENNIFER DUBBINK Different like different clientele, right? So is that going to be a problem in five, ten years from now, if you continue to let that number of people be there. You know, to answer your question, it's a hard question to answer because we've dealt with it. We're

okay with it most of the time. It's not a problem, but it's occasionally with the previous owners that we've had problems with, right? But it's also the future, like what happens in the future?

BOLOVEN Thank you, Mr. Chair.

BARINGHAUS Thank you.

TESTA Mr. Chair.

BARINGHAUS Yeah. Mr. Testa.

TESTA Can I ask Mr. Fisher a question?

BARINGHAUS Please.

TESTA With a use variance case, I was getting a little confused on these, if we grant it, it's tied to the Socialite Club. So if it's ever sold, would the new owner need to come in and get a new variance, or does the variance transfer to the new owner?

FISHER I think you have a certain amount of freedom to control that yourself, although case law is a little bit uncertain in this area, but I think that you can instruct the... well, whatever your preference is.

TESTA And along those lines, could we grant a use variance and put a time condition on, like two years, and then reevaluate have them come back in two years for a new use sharing that still allow neighbors to voice any complaints or confirm that, hey, these new owners are doing great. We're good with this.

FISHER Well, like I say, the case law is not 100% crystal clear on this, but there is at least some authority that you can do [inaudible].

TESTA Thank you.

BARINGHAUS Any other questions? Do we have any letters?

KLISZ Yes. We have what is simply a response to receiving the letter. I believe Chairman Baringhaus, you received this through Facebook, and there's a printed copy for the file. (Letter of objection from Penny Davis, 29164 Terrence Street). A letter from Cheryl Bush, 29181 Terrence Street, (Letter of objection was read). Ken Cameron, 29160 Terrence Street, (Letter of objection was read). A letter from John Liadas, 16000 Middlebelt Road, (Letter of objection was read). Letter from Cassandra Addington, 29075 Terrence Street, (Letter of objection was read). Letter from Jim Kline, 29210 Terrence, (Letter of objection was read). Sean Penderel, 29033 Terrence, (Letter of approval was read). A letter from Nazar N. [Sarafa], MD 1715 Middlebelt Road, Garden City, (Letter of objection was read). That is the letters.

BARINGHAUS Thank you very much.

TESTA Mr. Chair.

BARINGHAUS Mr. Testa.

TESTA Sorry, I have questions based on the letters to Mr. Stierna.

BARINGHAUS Please.

TESTA Mr. Stierna, is alcohol allowed on this premise?

STIERNA That is a very dicey question with these events, and I might for that question, not only to Mr. Fisher, but maybe even Jeff Ronayne of our Alcohol Control Department, but in most cases, if they are not selling the alcohol there, if they're not charging a cover charge, if they are bringing in their own alcohol for personal consumption, yes, they may do so.

TESTA Is that your understanding, Mr. Fisher?

FISHER That is my understanding.

TESTA Okay, thank you. And I think their website states as much. They're not selling, they're encouraging, if anyone wants it, to bring their own. And then, regarding the parking you confirmed earlier, there's plenty of spots there. But also from the letters and from their website, it looks like you can schedule up to a 12-hour block for a party, or an event, I should say? Is there parking there? Kind of shared parking with the whole plaza, or do they have 300 dedicated spots for their...?

STIERNA No, it's shared parking with the whole plaza.

TESTA Okay, is there... don't we have an ordinance regarding shared parking and cross agreements?

STIERNA Correct. They do have a cross agreement. There's shared parking for the plaza

TESTA Okay. Would that need to be updated based on if we approve 150 patrons? Is that?

STIERNA I don't believe so.

TESTA Okay. Mr. Fisher, are you in agreement with that, that if we up this to 150 does that maybe change their shared parking agreement?

FISHER I don't know, I've never seen their shared parking agreement.

TESTA Okay.

BOLOVEN Mr. Chair, just to piggyback on that question from Mr. Testa, this facility, and this might be for the Petitioner, how many spaces are you allowed to have?

DONOVAN DIXON Based on my understanding, it's an open lot, and the other businesses that are there have dedicated parking spots, and their visitors know not to park in their dedicated spots.

BOLOVEN How many spots are dedicated?

DONOVAN DIXON I don't know. I don't know, I don't think they have a specific dedication or anything outlined in their lease that said, can only use X amount of spots.

BOLOVEN I'm trying to get to how many spaces are dedicated to other businesses.

DONOVAN DIXON That I would not know, but each business has the appropriate amount of reserved spaces for their business.

POTTS And I think it's also important to note that most of the other businesses don't operate along the same hours that most of these event spaces.

BOLOVEN Here's my concern. I'll be more direct. You're going to need, if we go to one hundred fifty, 300 spots, there's only about 300 spots according to Mr. Stierna in this whole location.

STIERNA Mr. Chair.

BARINGHAUS Please.

STIERNA No, it's the other way around. They are allowed two persons for one parking spot. So they would be allowed... they would need 75 parking spaces.

BOLOVEN Seventy-five?

STIERNA Correct.

BOLOVEN There's 300 parking spots here.

STIERNA There is at least 300 parking spaces, based on my site visit.

BOLOVEN So you believe there's at least 75 open spots?

DONOVAN DIXON Yes.

BARINGHAUS While you're up there. Kind of, in the letters, they made references to things like a funeral with long guns on display, noise levels, music over large number of participants at events like over 100 and then curfew, you've got violations. Can you address those points that were made in the letters, please?

POTTS I mean, I'll address it to the best that I can, because I don't think we have any specific dates. I mean, you can ask the Dixons, but I believe, especially that funeral event, that was something that predated them. And like I said, since they've taken over, there's literally only been one complaint, and that complaint was for a party hosted by the prior owners. So like I said, I know, I think a lot of the frustrations that were aired out in these letters were probably in response to how things went with the prior owners, but you have the Dixons here that are trying to do things the correct way, trying to get the right business licenses. Business licenses have an extensive contract with their clients, and even our entertaining an idea of having a staff member on site during the duration of these events. And I know one thing that came about while having the 12-hour block for events, most of that is setup time, for setup time and cleanup time. I personally hosted a baby shower at an event space in Livonia before and I had the place for, I believe, at least 10 to 12 hours, because it took three to four hours for the setup, and it took three, two to three hours to break down everything.

BARINGHAUS Okay, thank you. Yes, please.

NAJAE DIXON I would just like to add that we are doing everything that we can, all of the complaints and the things that have been reported are truly understandable. And so things that we do, we stay after hours to clean up the space. If anyone has had any damage, I understand which ones that they were talking about with stuff in the parking lot. Number one, we addressed it with the client that, "Hey, you all, it was a complete breach of the contract." There's a \$300 security deposit that they completely forfeit that's refundable to them if they honor the contract. And so they completely breached it, and I had to have a conversation with the client, and they were out there because of that, picking up these little pieces of confetti. And then the pieces that they were not able to get, my husband came up and at 11 to one in the morning out there picking things up. And so we do everything that we can to respect our neighbors and respect the property. In addition, in our rental agreement, as well as our policies and procedures for any public events. So events where we would define that as public, where it's open to the public risk. Private events are like family, friends, people that are invited only, we require them to have security services that can be acquired and obtained by us. And so for those types of complaints, again, those were prior to our ownership. But when clients book with us, we have to have a thorough vetting process. As the gentleman prior that came up here and spoke, oftentimes, you cannot really control what other people do. Right? We have a contract with one client who

comes to book, and then other people show up. And so, number one, if they violate that, this is a breach of that \$300 security deposit. And then two, again, being that we cannot control those things, that's when we try to say, will we have security? Do we need to have event attendance as much as we can do to control those things that are within reason or within our power.

BOLOVEN Mr. Chair.

BARINGHAUS Yes, Mr. Boloven.

BOLOVEN One last question for Mr. Stierna. If I could give you an address, Mr. Stierna. One came to mind. I'd just like to know what they have. 27770, three sevens, Plymouth Road.

STIERNA When my BS&A reloads. Give me a second here. One more time with that address, please.

BOLOVEN 27770 Plymouth Road.

POTTS While he's looking for that, I just did want to make a comment about alcohol usage. It's not a kind of BYOB, bring your own bottle type of thing if you're going to have alcohol on the purposes, you need to have a certificate and licensed person there and make sure, as it stated in contract, that everyone gets checked for ID.

STIERNA What was your question, sir?

BOLOVEN So it's Mama Mia's. It's in a C-2, it's a banquet facility. Does that have a waiver?

TESTA Mr. Chair, while he's looking. Yeah, I want to apologize. I misspoke on the BYOB. It does say it's not allowed. You have to have a license. I apologize.

[Inaudible]

TESTA Sorry about that.

BARINGHAUS While they're checking on that, would you like to make a closing statement?

POTTS I would just sum it up by saying that you have new ownership. During this new ownership, we've had one documented complaint that was involved with the prior owners, but you have a young entrepreneurial couple here that are literally just trying to do the right thing. They're trying to come into compliance, and they've been working with the City of Livonia and doing everything we possibly can do to come into compliance, but at the same time, they don't want to build the hardship of damaging their business reputation, dealing with this triple net

lease that they're locked in for next three years with this as-is property and breached, essentially breaching these contracts that they had to deposit before and subject themselves to any further liability.

BARINGHAUS Thank you.

STIERNA Mr. Chair. Mr. Testa, I'm sorry. Mr. Boloven. Respect the Mama Mia had a building permit in 2015. Currently, I don't have access to determine the situation for the waiver. I don't know if it was required in 2015.

BOLOVEN So is there a chance there was a use variance on that?

STIERNA I don't see a variance in the file at this time. There are no variances for that property currently.

BOLOVEN So how are they operating right now as a banquet center?

STIERNA Presumably before our ordinance, 2015.

BOLOVEN That was one that came to mind that was less than 300 feet from residential that [inaudible].

STIERNA A caveat before you close this open part of the session, and I know it's a bit unusual. We do have requests from the Building Department, and by virtue of the complaints we've received from the Police Department that if you were to approve this tonight, that some caveats be added with respect to hours of operation, maintaining the activities within the building, and that they bring their portion of the building up to the required code requirements, to the satisfaction of the Inspection Department.

BARINGHAUS Sorry, then, what are your hours of operation? I don't know if this was discussed.

DONOVAN DIXON So typically, in general, I'll say most events are over by 11pm. That is the guideline, at least in terms of when events are potentially shut down. From there, patrons are out of the building by 12am, so that, again, includes breakdown of their event and that sort of thing. But essentially, the party is over at 11pm, music is off by 11pm, that's what's in our guidelines. Clients may be leaving the building at twelve.

STIERNA That would be satisfactory.

BARINGHAUS Okay, very good. Okay. If there are no other questions, we'll close the public portion of the meeting and start with Mr. Testa.

TESTA

Thank you, Mr. Chair. So this is a strange one, a little bit. So I do have a lot of sympathy for the Petitioner. You were obviously misled by the previous owner. There is pretty strong objections from your neighbor... neighbors or people in the area. Obviously they might be speaking more based on the previous owners. It sounds like you guys are trying to change the reputation of the establishment under your new ownership. I appreciate that you come before us trying to kind of correct the wrong that was being done by the previous owner. I suspect you don't have five votes here tonight. I think you need five votes for this use variance. I'd like to encourage the rest of my Board members to maybe consider a table, in which case, hopefully we come back with seven members here to give them a slightly better chance. But the reason I was for a table is to give you guys a little bit more time to maybe to work with your neighbors, or talk to your neighbors about how you're running this business and how you're different from the previous owners. Maybe trying to get some neighbors to be in support of this. Thank you.

BARINGHAUS

Mr. Boloven.

BOLOVEN

Thank you, Mr. Chair. I agree with Mr. Testa. One: welcome to Livonia, and I'm sorry, it's this way you're being welcomed. Especially trying to start a new business is hard in itself, let alone to have the challenges you're facing. It seems like you're doing the right things. You just got dealt a bad hand. You're coming into a terrible hand, and you are fighting the neighbors that have that after effect that just can't be let go. And that's evidenced by the neighbors that are here tonight. I mean, that you haven't been a problem yet, but they're scared, and I don't blame them. I would be scared too, looking at the number of complaints over the years. I do sympathize with you. As Mr. Testa said, you do need five votes. And I know that area fairly well. Used to take my kids to that Bounce It Up place in there, and you're a welcome addition. You know, the buildings were going vacant. You want businesses to come in? My worry is the objections from the neighbors. I would give you a year, and I don't even know if we can do that. You know, Mr. Fisher stated earlier, potentially, to give a timeline on it, where there's review after a year, to see if you guys prove yourself. Coupling with what Mr. Testa said that, you introduce yourself to the community. You got to make yourself known, because right now, you look, this is a bad apple, and how do you improve that? Actions speak louder than words. And you know, you show the community, you show that area that we're not the same. We're new owners, and we're not going to put up with what the other owners did. I know you need five votes, if you don't have it tonight, then I would support a tabling, but I'd also support an approval if there's five here tonight that supported, with that timeline to give your business a chance. Thank you.

BARINGHAUS

Mr. Rotondo.

ROTONDO

Yeah, thank you, Mr. Chair. I appreciate the Petitioners being here, and obviously they've shown their ability to do their due diligence at this point now and try to make their business compliant with the local standards. My only issue here, which has been stated by the others, is simply the location and the fact that there are so many issues that neighboring property owners have, and I can understand, obviously, they've had previous situations that

were not favorable. Clearly, you guys were not the owners at the time, but I think I would be in favor of a tabling as well, to give you guys the opportunity to meet with the neighbors and try to discuss something that could work. I'm obviously sympathetic to your situation, I think that it's really... I'm sympathetic to the situation that you guys purchased the business under the guise that you could have more customers in the building at one time. So I do see that issue, and I wish that things could have been disclosed to you properly before you made your purchase. So yeah, I would like to give you guys the opportunity to at least try to make some amends with the neighbors and try to figure out some ground rules and what they would be in favor of at this point and come back to us. Yeah, thank you.

BARINGHAUS Thank you. Secretary Klisz.

KLISZ I agree with my colleagues. I do commend the Petitioners for running it differently and better, but they are stuck with the reputation, and we don't know how many people are still mad and worried and upset about what the old owners operated the business on. I think tabling is just about a must. I think that one, the whole Board should hear this, and again, it's that much tougher. You can only lose one person here tonight, and it's a denial. So I think there should be a full Board to be able to hear this and rule on it, since you need the five votes, and then maybe compromise like, a lot of times we come in with smaller garages and smaller signs and whatnot. Maybe 100 people would be a compromise that maybe the neighbors would be less upset with. Again, I might be in support of the 150 when I hear it again with more opinions, more time to kind of dwell on it and see maybe we can get—again, we had one neighbor in support, and everyone else was against it. So maybe again, if we'd like to hear that, if we could hear some neighbors say, "Hey, they've talked to us and there's been no issues for a period of time," then I think we would be more likely to consider it. So I think tabling should happen this evening.

BARINGHAUS Well, after listening, I think there's a number of hardships involved with your business. One is that when the business was purchased, there was some unclear direction on the ordinances. They were cobbled together. They were transitioning. You weren't operating under a set of ordinances that are current, like they are today. Okay? Terrific. The other thing is, you were misled by the prior owners, unbeknownst to you. You did make efforts to correct the occupancy and the zoning in the building permitting requirements as well. These are all good, positive steps in terms of the neighbors and like a business like yourself, a banquet hall as well that involves music, large amounts of people. It's always puzzled me, why some banquet halls really incur a lot of wrath from the neighbors, and other locations -- nothing. And it's always amazed me. I think what you're suffering from is the mismanagement and a lack of crowd control from the prior owners. And I think at this point, we owe it to you to support you by, I would personally, if I had my choice tonight, approve this with the following conditions that the Building and Inspection Department put out as well. Some of the other recommendations I would make to you is putting specific decibel levels on music into your contract that can be monitored and measured by someone on staff, on site, from your staff, which I think is a good idea. I see a lot of positive steps being taken by you, and I'd like to support those. But as mentioned by my colleagues on the Board, this is a use variance request. You'll need five votes,

which means tonight you would have to have five of five votes. Unfortunately, you don't have that tonight, but by tabling it, we will give you an opportunity to go back and consider the concerns that the neighbors have in their letters and comments to us, some of the suggestions that we have here, and then come back with a proposed plan for operation that demonstrates how you're going to move forward. And I think by having that plan as well as some additional members, I think you'll find you have some more support. Again, if I was a vote of one, I'd vote for it, but I want to commend you anyways. I think you're going in the right direction. I want to comment, too, that you're spot on with your numbers. Keep doing that. That's important. But again, based on what I'm hearing today, I will have to support the tabling, but I do encourage you to come back with a revised plan that addresses some of the concerns that the Board had tonight. So with that, the floor is open for a motion.

BOLOVEN Mr. Chair.

BARINGHAUS Yes, Mr. Boloven.

BOLOVEN Move that Appeal Case No. 2025-05-15 filed by Najae and Donovan Dixon, be tabled in order to give the Petitioner more time to communicate with their neighbors, as well as allow for them to have a full Board present.

TESTA Support.

BARINGHAUS Motion by Mr. Boloven, support by Mr. Testa. Any discussion? Secretary Klisz, will you take a...?

TESTA Sorry.

BARINGHAUS Yes, please.

TESTA I know I supported. Should we put a time limit on the table?

BARINGHAUS What's your suggestion? Do you have one?

TESTA Yeah, I was thinking six months or a year. I want to give them some time to build a better relationship, reputation with the neighbors, but I still don't want to put this out indefinitely. They keep booking more and more large parties.

BOLOVEN I'd go six months, it gives them the summer season to get through and I think that's ample time.

TESTA Support.

BARINGHAUS Okay, any other suggestions? Can you read that back, Secretary Klisz?

KLISZ That the table be for six months. Six months timetable to come back.

BARINGHAUS And also develop a plan and be heard by a full Board.

KLISZ Okay.

BARINGHAUS That's sufficient, Mr. Boloven?

BOLOVEN Yes.

BARINGHAUS Okay, very good. Secretary Klisz, please take a vote.

On a motion by Boloven, supported by Testa, the variance was tabled.

RESOLVED: APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

Required: 300 feet

Proposed: 0 feet

Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use,

be tabled to allow the Petitioners to take their neighbors' concerns into consideration and to develop a plan for outreach to their neighbors. The Petitioners shall return within 6 (six) months and have the opportunity to be heard by a full Board.

ROLL CALL VOTE

AYES: Boloven, Testa, Klisz, Rotondo, Baringhaus

NAYS: None

ABSENT: Meagher, Coppola

PASS/FAIL/TABLED: PASS: TABLED

KLISZ Mr. Rotondo.

ROTONDO Aye.

KLISZ Mr. Testa.

TESTA Aye.

KLISZ Mr. Boloven.

BOLOVEN Aye.

KLISZ Secretary Klisz votes aye. Chairman Baringhaus.

BARINGHAUS Aye.

KLISZ Passes five to zero.

BARINGHAUS Your motion has been tabled. Address those questions that will be given to you, you'll receive a letter that summarizes what we're looking for, and then in your schedule, set up another session with us in six months.

POTTS I do have a question. So the six-month timetable, does that mean they can't come back before a six-month period? Or they can come back within six months?

BARINGHAUS You can come back as soon as you're ready.

POTTS Okay.

BARINGHAUS We would like to hear something by... don't go past six months.

POTTS There's no guarantee when there's going to be a full bill.

BARINGHAUS No, but again, you'll need five votes as well. But again, you do get the opportunity at the beginning of the meeting if you want to reschedule based on that night.

POTTS Understood. And the next meeting, hypothetically speaking, if we want to come back for the July 8th, I know you have to have something submitted by June 9th.

BARINGHAUS Correct.

POTTS So we would just... what would we have to... say the only thing we had to submit was five letters of support from the neighborhood. Will we just add that on to our existing application, or...?

BARINGHAUS I mean, that would be back up, but my recommendation would come back with an outline of a plan on how you're going to do outreach to your neighbors. If it's the five

letters, would you do a, maybe a special event, invite people in to serve light refreshments and tell them, "Hey, we understand you have problems. Here's what we're going to do going forward." You know, kind of starting to build relationships within the area might be an opportunity. And looking at your lease agreement might be one, building requirements on decibel levels for you to use it. Building strong requirements for crowd control. Explore the possibility of additional staff for on-site crowd control. Make sure some of the other concerns are from your neighbors. Liquor control. You stated beautifully, "State law requires we do this," and you're doing it, and it's being validated by the City of Livonia. Things like that, that you're opening communication, but you're reassuring the community as well. And I think if you come back, at least, in my opinion, with the outline of that plan, maybe a timeline on how you do that outreach. I can't speak for the rest of my colleagues, but for myself, that would satisfy me and I'd probably ask you to just keep....

POTTS Yeah, understood. I appreciate that.

BARINGHAUS Because you need to get in business as fast as you can as well. I understand.

POTTS Absolutely, and we'll be able to get a copy of the minutes from this meeting, and will those letters be a part of the package?

BARINGHAUS You'll get a copy of the minutes once they're approved. Question on the letters. I don't see why not.

STIERNA They would be, I think, a matter of public record through the Law Department. I believe in five days, I think Erika starts typing those up. I'm not sure. It takes a little bit of time to digest this information here.

BARINGHAUS And one other thing, they're also on the City website. I'm sorry, they're also on the City website if you go into the City calendar, just go into this meeting and go into the agenda packet, you'll find copies of the actual letters in there.

POTTS Awesome. Thank you very much.

BARINGHAUS Okay, well, thank you.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

JUNE 6, 2025

Najae and Donovan Dixon
27150 Devonshire
Southfield, MI 48076

Mr. and Ms. Dixon,

The Zoning Board of Appeals of the City of Livonia, at a regular meeting held June 3, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

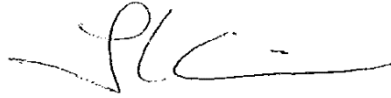
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use,

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

be tabled to allow the Petitioners to take their neighbors' concerns into consideration and to develop a plan for outreach to their neighbors. The Petitioners shall return within 6 (six) months and have the opportunity to be heard by a full Board.

ZONING BOARD OF APPEALS,

A handwritten signature in black ink, appearing to read 'TKL', with a long horizontal stroke extending to the right.

Timothy Klisz, Secretary

cc: Belmond Properties, LLC; Socialite Event Gallery, LLC; Colemon L. Potts, Esq.

Petitioner will incur a \$100 rescheduling fee for every failure to appear.

In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.

Please call 734-466-2250 if you need assistance.

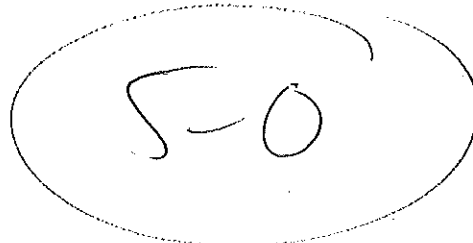
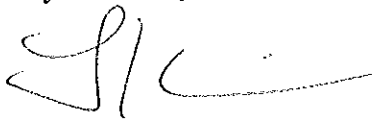
Meeting Date: June 3, 2025

4. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt: Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Motion To:		Comments:
Support		
Deny		
Table	X	
Other		

Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
		Greg Coppola - Chairman				X
		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary	X			
X		Christopher Boloven	X			
	X	Michael Testa	X			
		Marc Rotondo	X			
		Brian Meagher				X
CONDITIONS						
1.	6 mos time table to come back.					
2.	Develop a plan					
3.	To be heard by full Board.					
4.						

ZBA Secretary: Timothy Klisz



Case No. 2025-05-15
Socialize Event Lounge LLC
June 3, 2025

Penny Davis

You're not friends on Facebook

Hey I live at 29164 Terrence St in Livonia but I am in Florida for a couple months and just rcvd this letter . First off let me say I have never seen an event under 49 people also I'm not sure if your aware of last years funeral that was held at Socialite there was a line out the door to Middle belt road and the police were called as they had several armed guards with long guns present in broad daylight who would not speak to us . I have had party attendees relieve themself in my bushes . When I finally sit down to relax at night the bass from the club has my house shaking . Approving this request would be a big mistake as they currently have permission for 49 but I've seems over 100 at every part so if you give them 150 now we have 300 . This building should have never been approved to begin with and how it ever was is the real question at hand. Please deny this request as it is not fair to the citizens who reside on Terrence street.

ZONING BOARD OF APPEALS
CITY OF LIVONIA, MICHIGAN
15000 CHIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48150
(734) 486-2250

PUBLIC NOTICE
MAY 14, 2025

APPEAL CASE NO. 2025-05-15, 15284 BROADBENT, an appeal was made to the Zoning Board of Appeals by James and Veronica Olson, Broadbent Properties, LLC on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved maximum total from 49 persons to 150 persons at a banquet facility, as permitted by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Reservations from a Residential District
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Commercial property is located on the east side of Middlebelt (16154), between Sunnyside and Terrence Avenues, Lot No. 250-91-2336-002, C-1 Local Business, zoned by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (B) Banquet Facilities - standards for use.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the board during audience participation. When testifying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS
Timothy Kilz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeals' Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-486-2250 if you need assistance.

20259

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

objection

Area is already crowded with traffic
& parked cars. Traffic is in and out all
day & night. Where would all the other
businesses park? Kids are sometimes out
back alone, climbing the wall & leaving trash.
Bigger would just mean ~~more~~ more of it.
Noise, hours of operation, traffic!!!

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

Signature: Cheryl Bush

Name: Cheryl Bush
(Please print)

Address: 29181 Terrence Street

RECEIVED

JUN 02 2025

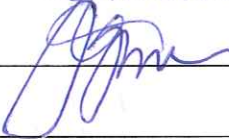
**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

I strongly object to this variance.
Based on my experience this business
will require a large number of parking
spaces. We are located directly to the
south of this building and we are very
concerned about our property becoming
an overflow parking lot for this business
and the related bottles and debris.

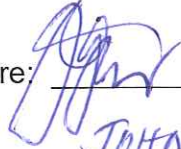
Thank you
Sincerely


Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name: JOHN G. LIADIS
(Please print)

Address: 16000 Middlebelt
Livonia, MI

2025-05-15
June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

OBJECTION TO THE REQUESTED VARIANCE
DUE TO INCREASED NOISE & TRAFFIC.

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature:

Name:

(Please print)

Address:

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

re: Cassidy, Ady

CASSANDRA A. LINGTON
(Please print)

29075 Terrence St.
LIVONIA

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

To whom it may concern:

I am writing in strong
opposition of this request.
Since the opening of Socialite
Event Gallery, it has been nothing
short of a nightmare. The
excessive music thumping for
hours on end, leaves our home
unable to open windows, or enjoy
peaceful evenings. we have
called at least 12 times for
noise complaints, and them not
complying with operational hours.
we have witnessed the noise the
L.P.D. has encountered on several
occasions trying to clear the lot.
Please help with this. Thank you

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

Signature: Jim Kline

Name: Jim Kline

(Please print)

Address: 29210 Terrence

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

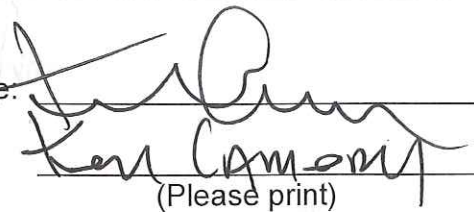
OBJECTION SEE ATTACHED
LETTER

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

MAY 30 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: 

Name:

(Please print)

Address:

29160 Terrence St
Livonia, MI 48154

An Objection to the Appeal by Socialite Event Lounge to Increase Occupant Load and Change Use to Banquet Facility (appeal case no. 2025-05-15, 16184 Middlebelt)

To Whom It May Concern:

I am writing as a concerned resident and homeowner in Livonia to formally and emphatically object to the appeal submitted by the Socialite Event Lounge seeking to increase their occupant load from 49 to 150 and to reclassify their establishment as a banquet facility.

The current operation of this venue already disrupts the peace and character of our neighborhood. Although the facility is currently limited to 49 occupants, events regularly draw crowds that far exceed this number, often resulting in congested streets, overflowing parking, and excessive noise. Furthermore, despite clear prohibitions, the venue routinely flaunts the no-alcohol rule, contributing to disorderly behavior, public intoxication, and a heightened sense of unease for nearby residents.

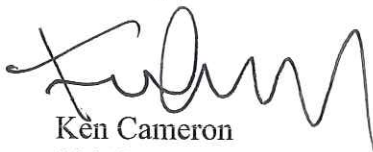
Equally troubling is their habitual disregard for curfew regulations. Events frequently stretch well past allowable hours, with loud music and crowd noise persisting late into the night. These flagrant violations are not isolated incidents—they represent an ongoing pattern of noncompliance and indifference to both city regulations and the surrounding community.

I did not invest in a quiet home in Livonia to be an unwitting guest at raucous parties every weekend. And I certainly do not wish to be conscripted into hosting large, unruly banquets in my own backyard by proximity. The behavior of the Socialite Event Lounge demonstrates a clear inability—or unwillingness—to responsibly manage their existing operations. Granting them permission to expand would only amplify the current issues and further degrade the quality of life for residents in the surrounding area.

For these reasons, I urge the Zoning Board to deny their appeal in full. The rights and well-being of Livonia residents must come before the commercial ambitions of an establishment that has repeatedly shown contempt for the rules meant to protect our community.

Thank you for your time and consideration.

Sincerely,



Ken Cameron
29160 Terrence St

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

APPROVAL → I live only a few doors down Terrence
from the banquet business. It's nice to see business
there and their clients are well behaved, mostly catering
to weddings, families, and corporate events. I would
hate to see a thriving business chased away.

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

Signature: _____

Name: _____

Address: _____

Sean A. Penderel

Sean A. Penderel
(Please print)

29033 Terrence

RECEIVED

MAY 29 2025

**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-05-15
Meeting Date: June 3, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

I AM NAZAR N. SARABA, MD, THE MANAGING MEMBER OF NORM INVESTMENTS GROUP, LLC. THAT OWNS TERRANCE CORNERS (ACROSS THE STREET FROM THE SUBJECT PROPERTY) 16310-16376 MIDDLEBURY LIVONIA, MI, 48152. I AM AGAINST THIS PROPOSAL (CHANGE) FOR THE FOLLOWING REASONS:

- ① A CAPACITY OF 150 PEOPLE, MEANS THERE COULD BE UP TO (100) CARS AT THE LOCATION! WHERE ARE THEY GOING TO PARK?!
- ② CONCERNS ABOUT INAPPROPRIATE BEHAVIORS WITH LARGER CROWDS OF PEOPLE, WITH POSSIBLE ALCOHOL & OTHER SUBSTANCES !!!
- ③ THIS LOCATION IS TOO CLOSE TO OUR PLAZA "TERRANCE CORNERS", TO THE HOUSES IN THE BACK (NORTH).
- ④ OTHER TRAFFIC CHALLENGES, HAVING SO MANY CARS IN & OUT IN A SHORT PERIOD OF TIME. THANK YOU.

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature: J. J. Saraba, MD

Name: NAZAR N. SARABA, MD
(Please print)

Address: 1715 MIDDLEBURY RD.
GARDEN CITY, MI 48135

5.22.2025

RECEIVED

MAY 27 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
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CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE MAY 16, 2025

APPEAL CASE NO. 2025-05-15, 16184 Middlebelt: an appeal was made to the Zoning Board of Appeals by Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

Separation from a Residential District

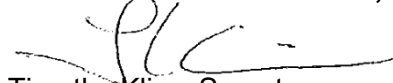
Required: 300 feet
Proposed: 0 feet
Deficient: 300 feet

This Corridor Commercial property is located on the east side of Middlebelt (16184), between Sunnydale and Terrence Avenues, Lot. No. 050-01-0336-002, C-1, Local Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 2.01 (8) Banquet Facilities & 6.14 Banquet facilities – standards for use.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, June 3, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,


Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-05-15
Meeting Date: June 3, 2025

[illegible]

Signature: _____

Address:

Contract is incomplete pending client action

Socialite Event Gallery Rental Agreement

This contract for the rental of Socialite Event Gallery is made this day, Tue, May 27, 2025, by and between Socialite Event Gallery LLC, hereafter referred to as the OWNER, and **First Client Full Name**, hereafter referred to as the "LESSEE."

Whereas the LESSEE desires to temporarily lease, occupy, and use OWNER's venue, known as Socialite Event Gallery, located at **Project Location**; and

WHEREAS, OWNER agrees to such lease, occupation, and use by LESSEE in consideration of the payments and covenants specified herein;

NOW, THEREFORE, the parties agree to the following terms and conditions:

Date

OWNER shall lease to LESSEE the Event Center for the date of **Project Date** "Event Date"). LESSEE intends to use the Event Center for **Project Name** (Lessee's Event") with an estimate of up to **Guests Number** guests.

The LESSEE shall have access to and use of the venue from **Project Time Start** on **Project Date**,(Date) to **Project Time End** on **Project End Date**(Date)

Fees

The LESSEE shall be obligated to pay the following amounts:

S3: The Socialite Package Venue Rental at \$2,750 for a total of \$2,750

Features upgraded décor and a curated design for a polished look.

- 7-hour rental (Includes Set-up and Breakdown)
- Fifteen 60” Round Tables
- Six 6ft Rectangular Tables
- 150 Chairs
- Bluetooth Speaker with wireless microphone
- Full Room Wireless Uplighting
- Two Green Grass Walls
- Kitchenette Access
- **Table Linen upgrade**
- **Table Settings:**
 - **Standard Centerpieces**
 - **Charger plate upgrade**
 - **Premium disposable dinnerware with cutlery & Napkins**
- **Personalized Welcome Sign**
- **Choose from 1 (one) In House Add-on:**
 - **Basic Photo Booth Package OR**
 - **Partial Room Draping Ivory color**

Security Deposit at \$300 for a total of \$300

The Security Deposit will be refunded to Lessee within seven (7) business days after the event, following a final inspection by OWNER. The refund is subject to deductions for any damages or outstanding balances owed. Please note that the refund may require an additional 7-14 business days for banking processing.

Event Deposit

As a condition of OWNER reserving the Event Center for the signing of this Agreement (the “Event Deposit”). The Non-Refundable Event Deposit shall equal \$ \$900.00 due upon booking and will be applied to Lessee’s remaining balance. OWNER reserves the right to lease the Event Center to other applicants until the Event Deposit is received by Lessee.

Security Deposit

As a condition of reserving the Event Center, Lessee shall pay a security deposit of \$300 to OWNER. This deposit ensures the Event Center is protected against damages and is properly cleaned after Lessee's event. The Security Deposit must be paid via invoice before access to the venue is granted.

The Security Deposit will be refunded to Lessee within seven (7) business days after the event, following a final inspection by OWNER. The refund is subject to deductions for any damages, outstanding balances owed, and any fees or penalties associated with noise ordinance violations as outlined in **EXHIBIT B**.

Payment Schedule

The total rental fee shall be payable in four (4) installments as follows: (1) a nonrefundable booking retainer due at the time of execution of this Agreement to secure the event date; (2) a second installment due at the midpoint between the date of booking and the scheduled event date; (3) a third installment due no later than fourteen (14) calendar days prior to the event date; and (4) a final installment due no later than two (2) calendar days prior to the event date. Timely payment of all installments in accordance with this schedule is a material condition of this Agreement. Failure by the LESSEE to remit any payment when due may, at the sole discretion of the OWNER, result in cancellation of the event and forfeiture of all amounts previously paid.

Cancellation and Termination Policy

In the event that Lessee cancels the Event, the Event Deposit is 100% non-refundable.

OWNER reserves the right to terminate this Agreement at any time if (i) Lessee misrepresents any material fact in this Agreement, or (ii) Lessee violates any provision of this Agreement or any attached policies or procedures.

Event Date Change

If Lessee wishes to change the event date, Lessee must provide written notice to OWNER at least thirty (30) days prior to the scheduled event date. The Event Deposit will be retained only if OWNER and Lessee mutually agree on a new, available date.

OWNER and Lessee will have a reasonable period to finalize the new date. If a new date is not agreed upon within this period, the Event Deposit will be forfeited.

Promotional Materials

Lessee hereby authorizes OWNER to use Lessee's Event for marketing and promotional materials before or after Lessee's Event. Lessee further authorizes OWNER to take and use any photos or other electronic media for promotional purposes during Lessee's Event unless agreed upon otherwise by the parties.

Compliance with Policies and Procedures

Lessee agrees to strictly adhere to The Socialite's policies and procedures, attached to your email as **EXHIBIT B**, which may be amended at OWNER's sole discretion. Lessee further agrees to be responsible for any violations of these policies and procedures by Lessee's guests, invitees, licensees, employees, independent contractors, or any other persons under Lessee's control or invitation.

All exhibits attached hereto are incorporated into this Agreement by reference.

(Review attached PDF to Proposal)

Condition of Premises

Lessee accepts the Event Center, including the parking lot, circulation areas, and surrounding grounds, in **AS-IS, WHERE-IS** condition, with all faults. Lessee expressly disclaims all warranties, whether express or implied, including but not limited to any warranties of habitability, merchantability, or fitness for a particular purpose.

Liability

Lessee shall be responsible for all personal and property damage caused at the Event Center, including its parking lot, circulation areas, common areas, neighboring businesses or residences, and surrounding grounds, arising from the actions of Lessee's guests, invitees, licensees, employees, independent contractors, caterers, bartenders, servers, service providers, or any other agents under Lessee's control or invitation. This responsibility applies to both intentional and unintentional acts, whether direct or indirect, and includes, but is not limited to, personal injury to OWNER's employees, contractors, or other agents.

In the event that damage occurs during Lessee's event, it must be reported immediately to OWNER. Lessee shall bear all costs associated with the prompt and uninterrupted cleanup and restitution.

Indemnification

Lessee shall indemnify, defend, and hold OWNER harmless from and against any and all damages, losses, claims, judgments, and costs (including but not limited to attorney fees, court costs, litigation expenses, etc.), arising from: (a) Lessee's use of the Event Center, parking lot, circulation areas, common areas, and surrounding grounds; (b) any loss, injury, theft, or damage to property or persons occurring at the Event Center, circulation areas, common areas, parking lot, and surrounding grounds before, during, or after Lessee's event; and/or (c) Lessee's failure to observe or perform any agreement, condition, or promise under this Agreement.

Force Majeure

If OWNER is wholly or partially unable to fulfill its obligations under this Agreement due to a force majeure event, OWNER shall promptly provide written notice to all other parties. Upon such notice, OWNER's obligations shall be suspended to the extent they are affected by the force majeure, and for the duration of the force majeure event.

The term "force majeure" shall include, but is not limited to, acts of God, weather events, strikes, lockouts, business disturbances, acts of public enemies, war, blockades, riots, terrorism, crime, vandalism, lightning, fire, storms, wind, tornadoes, floods, earthquakes, explosions, governmental restraints, unavailability of equipment, or any other cause beyond the reasonable control of OWNER, whether or not specifically listed herein.

Contract Terms

This written Agreement constitutes the sole and entire agreement between the parties, superseding all prior agreements and understandings, whether written or oral, except for The Socialite Event Gallery policies and procedures attached as **EXHIBIT B** and any other exhibits incorporated herein.

* Signature required

* Signature required

SOCIALITE EVENT GALLERY POLICIES AND PROCEDURES

EXHIBIT B

Appointments

In order to provide the best possible service, we ask that you please call ahead and make an appointment to tour or access the Event Center for any reason.

Payment

To secure your event date, a non-refundable booking deposit for the amount specified in the rental agreement is required, along with a signed contract provided by us. Payments will be made in three installments: the first installment is the booking deposit, the second installment is due midway between the booking date and the event date, and the final installment is due no later than 14 days prior to the event date.

Security Deposit

A refundable security deposit of \$300 is required and will be included in your total booking amount. The deposit will be retained if damages occur during your event or if you fail to comply with the guidelines listed in this document, as determined by management. If no damages are found and all guidelines are followed, the deposit will be refunded to you in the original form of payment within seven (7) business days.

Security Professional Services

For all public events held at Socialite Event Gallery, a Security Professional is mandatory. LESSEE may either use the security services provided by OWNER for a specified fee or hire their own Security Professional, subject to OWNER's approval. The Security Professional must be on-site from the start time to the conclusion of the event.

OWNER reserves the right to require LESSEE to provide additional security and supervision as deemed necessary by OWNER, based on the size, nature, and intensity of the event.

Event Cancellation

If you need to cancel your scheduled event, please be advised that the Event Booking Deposit is non-refundable under all circumstances.

Date Change Policy:

- **Requests Made 30 Days or More Prior to the Event:**

Should you require a change in the event date, written notice must be provided via email or formal letter no later than 30 days prior to the original event date. Upon receipt and confirmation of your request, the Event Deposit will be transferred to the newly selected date, contingent upon availability.

- **Requests Made Less Than 30 Days Prior to the Event:**

If a date change request is submitted fewer than 30 days before the scheduled event date, the Event Deposit shall be deemed forfeited. A new deposit will be required to confirm the reservation of the new date, subject to availability.

Please be aware that all date changes are subject to venue availability and are not guaranteed.

Decorations and Room Access

- **Prohibited Attachments**

No items may be affixed to the walls, ceilings, or windows using thumb tacks, pushpins, nails, staples, or any similar materials without prior written approval from management. **Under no circumstances** is tape allowed on the walls. Any damage to the paint caused by the use of tape will result in the forfeiture of the security deposit.

- **Restricted Materials**

The use of glitter, metallic confetti, straw, hay, rice, birdseed, bubbles, sparklers, or other fireworks is strictly prohibited unless express written consent is obtained from management. All candles must be fully enclosed in glass or other non-flammable holders.

- **Post-Event Cleanup**

Immediately following the conclusion of the event, all decorations, trash, and other debris must be properly disposed of by the lessee. Failure to comply may result in additional cleaning fees which will be deducted from your security deposit.

- **Room Access and Setup Time**

On the day of the event, the lessee and any vendors will be granted access to the event site at the pre-arranged start time. Requests for additional setup time must be made in advance and may incur additional fees. Management shall not be held liable for any items left behind after the event. The lessee is responsible for ensuring that all rental items are collected on the same day as the event.

Capacity

The maximum capacity of The Socialite Event Gallery is 200 guests for the entire facility.

LESSEE is responsible for ensuring that the number of guests does not exceed this capacity.

LESSEE shall be liable for any penalties, tickets, or fines resulting from exceeding the maximum capacity.

Food and Beverage

All food must be prepared off-site and brought onto the premises, as our facility includes a prep kitchen but does not have cooking facilities. Please ensure that you arrange for warmers, as we

do not provide any condiments or warmers unless specifically requested by the client for an additional fee.

Liquor/Alcohol Services

Only licensed and certified liquor vendors are permitted to serve or sell alcohol on the premises. Any individual or entity that is unlicensed or uncertified will be subject to law enforcement intervention and removed from the premises, resulting in the immediate termination of the event. For the convenience of our guests, we offer mobile bar services provided by our approved vendors. This service can be arranged for an additional fee.

Alcohol Policy

- 1. Legal Drinking Age**

No alcohol may be served to or consumed by anyone under the legal drinking age of 21.

- 2. Proof of Age**

Proof of age is required for any individual drinking alcohol. Age identification must comply with statutory requirements set by state or federal agencies. Altered documents are unacceptable.

- 3. Non-Alcoholic Beverages**

Non-alcoholic beverages must be promoted and made available for the duration of any event where alcoholic beverages are served.

- 4. Alcohol Service Timing**

For events lasting three (3) hours or longer, the service and sale of alcoholic beverages must cease thirty (30) minutes before the end of the event, or sooner if deemed necessary by OWNER.

- 5. Alcoholic Beverage Restrictions**

Guests and participants are prohibited from bringing alcoholic beverages into or removing them from the event.

- 6. Serving Restrictions**

LESSEE or their agents must not serve or sell alcohol to individuals who are obviously underage or intoxicated.

- 7. Prevention of Impaired Driving**

LESSEE shall take all reasonable measures to prevent guests and participants from driving under the influence of alcohol or with a blood alcohol concentration of 0.08% or higher.

No Animals

With the exception of service animals, no animals or pets are permitted on the premises without consent from the owner.

Smoking

Smoking is prohibited inside the building and within the surrounding areas, including the use of e-cigarettes, vaporizers, and marijuana.

No Firearms

No firearms shall be allowed on the premises.

Parking

Parking is restricted to designated spaces within the parking lot allocated for the event.

Supervision and Cleanup

LESSEES are expected to provide adequate supervision to prevent and minimize spillage of food and beverages at the Event Center. Any LESSEE who leaves excess trash in leased rooms, common areas, the lobby, restrooms, kitchen, or outside areas may incur deductions from their security deposit and additional charges.

Noise Ordinance Compliance

Socialite Event Gallery is located within the City of Livonia and is subject to all local ordinances, including those related to noise. As per City of Livonia regulations, the following sound level limits are enforced:

- **7:00 a.m. to 11:00 p.m.** – Maximum allowable sound level: **55 dBA**
- **11:00 p.m. to 7:00 a.m.** – Maximum allowable sound level: **48 dBA**

Events that extend past 11:00 p.m. must strictly adhere to these noise limits. This includes, but is not limited to, music, amplified sound, and guest noise. LESSEES are responsible for ensuring that their guests, vendors, and entertainment providers comply with these regulations.

Failure to comply with the City of Livonia Noise Ordinance will result in forfeiture of the security deposit, and may also subject the lessee to additional fines or penalties imposed by the city.

We appreciate your cooperation in helping us maintain a respectful relationship with our surrounding community.

Miscellaneous Policies**1. Media Use**

The Socialite Event Gallery staff reserves the right to take photographs and other electronic media of the event for promotional purposes.

2. Prohibited Substances

The use or presence of illegal drugs or controlled substances is strictly prohibited on the premises.

2021 AUG 19 PM 1:18



**PA. 327 OF 1968
AFFIDAVIT FILED**

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
08/19/2021 01:18 PM DD Total Pages: 4

COVENANT DEED

THIS INDENTURE, made as of the 29th day of July, 2021, between **Livonia Center LLC**, a Michigan limited liability company (the "Grantor"), whose address is 5640 West Maple Road, Suite 303, West Bloomfield Michigan 48322, and **Belmond Properties, LLC**, a Michigan limited liability company (the "Grantee"), whose address is 24500 Northwestern Highway, Suite 100, Southfield, Michigan 48075

WITNESSETH:

THAT Grantor, in consideration of the sum as set forth on the Real Estate Transfer Tax Valuation Affidavit filed simultaneously herewith, to it paid by Grantee, the receipt and adequacy of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto Grantee, its successors and assigns, the lots, tracts or parcels of land situate, lying and being in the City of Livonia, County of Wayne, State of Michigan, more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), subject only to the matters identified on Exhibit B attached hereto and incorporated herein by this reference, but without re-imposing same (the "Permitted Exceptions").

TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

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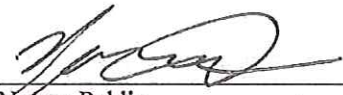
Dated as of this 28th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: 
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 28 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.


Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

RECEIVED

MAY - 7 2025

Inspection Department
City of Livonia

Belmond Properties, L.L.C.

24500 Northwestern Hwy Suite 100
Southfield, MI 48075



Phone: 586-427-9410
Fax: 586-427-9411

May 6, 2025

City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

(RE: Variance Application – 16184 Middlebelt Road, Livonia, MI 48154)

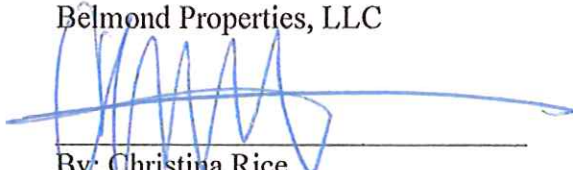
To Whom It May Concern:

We are aware that our Tenant is seeking a variance of use for the leased premises at 16184 Middlebelt Road in Livonia, MI 48154. This is being required by the City of Livonia. The Landlord authorizes the Tenant to work with the City to obtain any and all requirement to be in compliance with local ordinances.

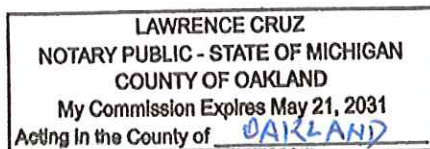
Should you have any questions, please feel free to contact us.

Sincerely,

Belmond Properties, LLC


By: Christina Rice
Its: Authorized Representative

Signed and sworn before me this 6th day of May, 2025 by Christina Rice, Authorized Representative of Belmond Holdings, LLC, A Michigan Limited Liability Company.

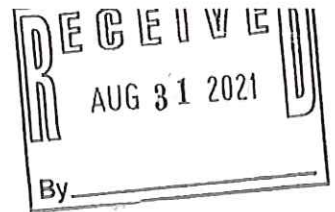


My Commission Expires 5/21/2031



Notary Public
Acting in OAKLAND County

2021 AUG 19 PM 1:18



**PA. 327 OF 1968
AFFIDAVIT FILED**

Bernard J. Youngblood
Wayne County Register of Deeds
2021319475 L: 56971 P: 1210
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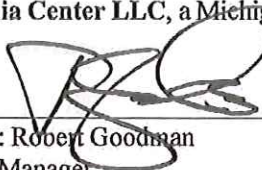
TO HAVE AND TO HOLD the Property with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto Grantee and unto Grantee's successors and assigns forever, and that Grantor will FOREVER DEFEND the title to all of the Property, subject only to the Permitted Exceptions, unto Grantee, Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

2115920

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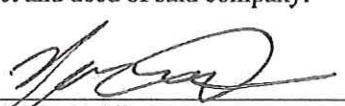
g.
Dated as of this 29th day of July, 2021.

Livonia Center LLC, a Michigan limited liability company

By: 
Name: Robert Goodman
Title: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 29 day of July, 2021, before me, a Notary Public within and for said County, personally appeared Robert Goodman to me personally known, being first by me duly sworn, did say that he is the Manager of Livonia Center LLC, a Michigan limited liability company, and that said instrument was signed by such person on behalf of said company pursuant to authority as the free act and deed of said company.


Notary Public
Acting in Oakland County, State of Michigan
My commission expires: 8/21/2027

Drafted by:
Andrew Spilkin
Bodman PLC
201 W. Big Beaver Road, Suite 500
Troy, MI 48084
248-743-6000

NOAH CAPLAN
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES AUG. 21, 2027
ACTING COUNTY OF Oakland

When recorded return to: Grantee

Send subsequent tax bills to: Grantee

Recording Fee: \$30

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A

DESCRIPTION OF REAL ESTATE

The land located in the City of Livonia, County of Wayne, State of Michigan, and described as follows:

Lots 336, 337 and 338, except the Southerly 50 feet of Lot 338, except the Westerly 27 feet of said lots, of Supervisor's Livonia Plat No. 5, as recorded in Liber 66 of Plats, page(s) 32, Wayne County Records.

Tax Id Number: 46-050-01-0336-002

Known As: 16100 -- 16192 Middlebelt, Livonia, Michigan

LEASE AGREEMENT

PROPERTY: **SHOPS AT MIDDLEBELT POINTE**

LOCATION: **16184 MIDDLEBELT RD., LIVONIA, MI. 48184**

LANDLORD: **BELMOND PROPERTIES, LLC**

TENANT: **SOCIALITE EVENT GALLERY, LLC**
A MICHIGAN LIMITED LIABILITY COMPANY

GUARANTOR(S): **NAJAE DIXON**
INDIVIDUALLY, JOINTLY AND SEVERALLY

DONOVAN DIXON
INDIVIDUALLY, JOINTLY AND SEVERALLY
(See §19.23)

BROKER(S)/
CONSULTANT(S): **JMC MANAGEMENT LLC, A MICHIGAN LIMITED**
LIABILITY COMPANY
(See §19.06)

LEASE DATA EXHIBIT

Lease Date: July 16, 2024

Landlord: BELMOND PROPERTIES, LLC,
a Michigan Limited Liability Company

Landlord Address: 24500 Northwestern Hwy, Suite 100
Southfield, MI 48075

Tenant: **Socialite Event Gallery, LLC**
A Michigan Limited Liability Company

Preapproved Use: Event Space

Leased Premises: 16184 Middlebelt Rd., Livonia, MI. 48180

Approx. Square Footage: 4,237 total square feet first floor leasable space

Term: 3 years w/ 3 months

Security Deposit: \$12,161.42

Rent Commencement Date: August 1, 2024

Expiration of Initial Term: October 31, 2027

Minimum Rent: (Based Upon First Floor Leasable Space)

	<u>Period:</u>	<u>Rent Per Period:</u>
Initial Term:	8/1/24-10/31/24	\$12,000.00
	11/1/24-10/31/25	\$54,000.00
	11/1/25-10/31/26	\$54,000.00
	11/1/26-10/31/27	\$54,000.00

Tenant's Proportionate Share: 12.19% (4,237 first floor leasable square feet in the Leased Premises divided by 34,768 total first floor leasable square feet in the Property – See definition in Section 5.04 below)

Taxes, Insurance &

Common Area Maintenance: Tenant shall pay Tenant's Proportionate Share of common area maintenance expenses ("CAM Expenses"), insurance and taxes for the Property.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made as of the 16th day of July, 2024 ("Effective Date"), by and between BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("Landlord"), with its principal office at 24500 Northwestern Hwy, Suite 100, Southfield, MI 48075 and SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company (collectively, "Tenant"), whose address 16184 Middlebelt Rd., Livonia, MI 48184.

ARTICLE I. GRANT AND TERM

Section 1.01 - Leased Premises:

Landlord hereby leases to Tenant for the term and upon the covenants hereinafter set forth, herein the Leased Premises in the Property described on Exhibit A attached hereto. The Property consists of buildings now constructed as well as those to be constructed in the future, including without limitation, undeveloped acreage that the Landlord intends to use for future buildings to be incorporated into the Property. The Leased Premises are cross-hatched on the portion of the site plan of the Property, attached hereto and made a part hereof as Exhibit A. The exact square footage in the Leased Premises shall be determined by Landlord's architect. Such square footage shall be measured from the mid-line of interior walls and the exterior face of exterior walls, and shall include the totality of the area within such boundaries, including any mezzanines; provided, however, if the Leased Premises abuts a corridor area, the square footage of the Leased Premises shall also include a portion of the corridor area measured to the centerline of that corridor area. The determination of Landlord's architect as to square footage shall be binding upon both parties hereto. In the event the square footage, as determined by Landlord's architect, differs from the square footage set forth above, the Minimum Rent to be paid by Tenant as set forth in Article II shall be adjusted after the square footage is determined by multiplying the square footage by the amount(s) per square foot as set forth in Section 2.01 of this Lease.

Section 1.02 - Site Plan:

The Property has been constructed substantially as shown on Exhibit A. Landlord may change or alter any of the stores, Common Areas (herein defined) or any other aspect of the Property, or may sell or lease any portions of the Property all without the consent of or notice to Tenant. This Lease is subject to all applicable building restrictions, planning and zoning ordinances, governmental rules and regulations, and all other encumbrances, restrictions and easements affecting the Property and the terms and provisions of certain declarations, reciprocal easement and operating agreements now or hereafter affecting the Property (collectively, "Laws and Restrictions").

Section 1.03 - Term:

The term of this Lease shall be for a period of **thirty-nine (39) consecutive calendar months**, commencing on the Rent Commencement Date (as defined on the Lease Data Exhibit) and expiring midnight on the last day of the thirty ninth (39th) month from the Rent

Commencement Date, unless sooner terminated in accordance with the provisions hereof ("Expiration Date"). Following the Rent Commencement Date, Landlord shall deliver to Tenant for execution a declaration in the form of **Exhibit B** attached to this Lease specifying the Rent Commencement Date. In the event Tenant fails to execute and deliver such declaration to Landlord within ten (10) days after delivery thereof by Landlord, then Landlord's determination of the Rent Commencement Date shall be conclusive. Notwithstanding the terms of the foregoing sentence, this Lease shall become effective and binding upon the Tenant and the Landlord as of the Effective Date. The term "Lease Year" as used in this Lease shall be defined to mean each successive twelve (12) month period commencing on the Rent Commencement Date. If the term commences on a day other than the first day of the month, then the first Lease Year shall be extended for such a fractional month. All subsequent Lease Years shall continue for twelve (12) calendar months thereafter, except that the last Lease Year shall terminate on the date this Lease is terminated. Upon the request of either party after the Rent Commencement Date, Landlord and Tenant shall enter into a supplemental agreement prepared by the requesting party which affirms the Delivery Date, Rent Commencement Date, Expiration Date, Minimum Rent, and any other matters reasonably requested by the requesting party.

Section 1.04 - Option to Renew:

INTENTIONALLY LEFT BLANK

ARTICLE II. RENT

Section 2.01 - Minimum Rent: (Based Upon First Floor Leasable Space)

Commencing on the Rent Commencement Date and continuing during the entire term of this Lease (as such term may be extended hereunder), Tenant shall pay annual minimum rent, which will be based upon first floor leasable space square footage, ("Minimum Rent") for the Leased Premises payable to Landlord, without demand, deduction, set-off or counterclaim, in equal installments ("Monthly Minimum Rent") in advance, on or before the first (1st) day of each month, as follows:

Period:	Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
8/1/24-10/31/24	\$12,000.00	\$4,000.00	\$11.33
	Annual Minimum Rent	Monthly Minimum Rent	Minimum Rent Per Sq. Ft.
11/1/24-10/31/25	\$54,000.00	\$4,500.00	\$12.74
11/1/25-10/31/26	\$54,000.00	\$4,500.00	\$12.74
11/1/26-10/31/27	\$54,000.00	\$4,500.00	\$12.74

The first installment of Minimum Rent and Additional Rent shall be paid upon execution of this Lease. If the Rent Commencement Date occurs on other than the first (1st) day of a month, Minimum Rent shall be prorated on a daily basis on the basis of a thirty (30) day month. Tenant agrees to deliver to Landlord at any time, if requested by Landlord, a statement of its monthly and yearly gross sales signed by the Individual Tenant(s), or by an officer, principal, member, manager, or owner of Tenant(s). Landlord shall have the right to audit Tenant's books and records relating to gross sales at the Premises for any lease year. "Gross sales" shall mean all sales made from the Premises.

Section 2.02 - Payments by Tenant:

Throughout the term of this Lease, Tenant shall pay to Landlord, without demand, deductions, set-offs or counterclaims, the rent, which is hereby defined as the sum of the Minimum Rent and all Additional Rent, when and as the same shall be due and payable hereunder. Unless otherwise stated, all sums of money or charges payable to Landlord from Tenant by this Lease, other than Minimum Rent, are defined as "Additional Rent" and are due ten (10) days after the rendering of an invoice therefor, without any deductions, set-offs or counterclaims, and failure to pay such charges carries the same consequences as Tenant's failure to pay Minimum Rent. All payments and charges required to be made by Tenant to Landlord hereunder shall be payable in coin currency of the United States of America or check with immediately available funds, at the address indicated herein. Notwithstanding anything in this Lease to the contrary, if the consumer price index for the month in which the Effective Date occurs, increases by more than one and one-half percent on an annual basis, tested any month on a non-compounding basis, then Landlord shall have the unilateral right to increase the Rent due under this Lease to Landlord's determination of fair market rents. The calculation of the change in the index and such determination of fair market rents shall be in Landlord's sole and absolute discretion and not subject to appeal or dispute by Tenant. The new fair market rent determination shall be binding upon Tenant from delivery of the notice from Landlord and apply to the remainder of the term, all future rent increases and option terms. No payment to or receipt by Landlord of a lesser amount than that then amount required to be paid hereunder shall be deemed to be other than on account of the earliest amount of such obligation then due hereunder. No endorsement or statement on any check or other communication accompanying a check for payment of any amounts payable hereunder shall be deemed an accord and satisfaction, and Landlord may accept such check in payment without prejudice to Landlord's right to recover the balance of any sums owed by Tenant hereunder. In the event Landlord bills Tenant for any charge hereunder and Tenant does not provide Landlord with notice that it disputes such charge within thirty (30) days after Landlord sends such bill, then Tenant waives any further right to dispute such charge and that charge shall automatically become an account stated between Landlord and Tenant.

Section 2.03 - Security Deposit:

Tenant, concurrently with the execution of this Lease, shall deposit with Landlord the sum equal to **Twelve Thousand Twenty Nine and 20/100 (\$12,029.20) Dollars**, which sum shall be held by Landlord as security against a Default by Tenant, pursuant to the terms of this Lease. The deposit (which shall not bear interest to Tenant) may be applied by Landlord in order to cure any Default. The deposit shall be returned to Tenant by the Landlord, after deducting therefrom any sums owed to Landlord, pursuant to provisions of this Lease, following the termination of this Lease, provided such termination is not caused by Tenant. In addition, Tenant agrees for Landlord to deduct from Tenant's remaining Security Deposit, if any, a Non-Refundable Commercial Unit Restoration Fee in the amount of Seven Hundred, Fifty and 00/100 (\$750.00) Dollars following the termination of this Lease. A mortgagee in possession of the Leased Premises, or any interest therein, through public or private foreclosure or the acceptance of a deed in lieu thereof, shall have no liability to Tenant for return of all or any portion of the deposit, unless, and then only to the extent that, such mortgagee has acknowledged receipt of all or any portion of Tenant's deposit. The Landlord shall not be obligated to keep the said security as a separate fund, but may mix said security with his own funds. In the event Landlord applies the deposit in whole or in part against a Default by Tenant, Tenant shall, upon demand by Landlord, deposit sufficient funds to maintain the deposit in the initial amount. Failure of Tenant to deposit additional funds as security shall constitute a Default hereunder and entitle Landlord to avail itself of the remedies as provided in this Lease for non-payment of Minimum Rent by Tenant. Upon the expiration of the term hereof, Landlord shall retain the deposit, or so much as has not been applied in accordance with the provisions hereof, until such time as all of Tenant's obligations to pay any Additional Rent have been fully paid and satisfied.

Section 2.04 - Late Charge:

In the event any sums required hereunder to be paid are not received by Landlord on or before the date the same are due, then, Tenant shall immediately pay, as Additional Rent, a service charge equal to five (5%) percent of the late payment. In addition, interest shall accrue on all past due sums at an annual rate equal to eighteen (18%) percent, but not in excess of the maximum legal rate. Such interest shall also be deemed Additional Rent. Notwithstanding this service and interest charge, Tenant shall be in Default if all payments required to be made by Tenant are not made at or before the times herein stipulated.

Section 2.05 - Returned Checks:

In the event that Tenant's check for rents and charges is returned for any reason, Tenant agrees to pay Landlord the sum of Fifty and 00/100 (\$50.00) Dollars as a handling charge in addition to any applicable late charge. Returned checks must be redeemed by cashier's check. In the event more than one check is returned, Tenant agrees to pay all subsequent rents and charges by cashier's check or an ACH process, as required by Landlord.

ARTICLE III. PREPARATION OF LEASED PREMISES

Section 3.01 - AS IS Condition:

Landlord leases the Leased Premises to Tenant, and Tenant leases and accepts the Leased Premises from Landlord in its current "AS IS" condition, subject to the further terms, covenants and conditions of this Lease, together with the non-exclusive use of the Common Areas (except those portions of the Common Areas on which have been constructed or placed permanent or temporary kiosks, displays, carts and stands and except areas used in the maintenance or operation of the Property) in common with Landlord and the other owners and tenants of the Property and their customers and invitees. Tenant acknowledges that Landlord has no construction obligations hereunder. Any Tenant improvements desired by Tenant shall be completed at Tenant's sole cost and in accordance with the provisions of **Exhibit "C"** ("Tenant's Work").

Section 3.02 - Delivery Date:

(a) The Leased Premises will be available to Tenant for the performance of Tenant's Work upon the full execution of this Lease (the "Delivery Date"). Tenant shall submit its building plans to municipal, state or other governmental authorities, as required, within ten (10) days from the execution of this Lease and shall work diligently and in good faith to obtain its permits and approvals expeditiously and complete Tenant's Work prior to the Rent Commencement Date and Landlord shall cooperate with Tenant in its efforts to obtain such permits and approvals. Tenant agrees to take physical possession of the Leased Premises on the Delivery Date, and from and after the Delivery Date Tenant agrees to diligently perform Tenant's Work to completion. Under no circumstances shall Landlord be liable to Tenant for damages due to any delay in commencing or completing Tenant's Work, or for a total failure to complete same or for a failure to deliver same.

(b) Tenant hereby expressly agrees that the entry or occupancy of the Leased Premises by Tenant or Tenant's agents or contractors prior to the date herein fixed for the Rent Commencement Date shall be governed by and shall be subject to all of the terms and provisions of this Lease, and Tenant shall observe and perform all its obligations under this Lease, including, without limitation, its obligation to pay charges for any temporary utilities, insurance, and other charges, but excepting its obligations to pay Minimum Rent, Common Area Expenses, Taxes and Insurance, from the date upon which the Leased Premises are made available to Tenant for Tenant's Work (or from the date when Tenant commences to perform Tenant's Work, if earlier) and continuing throughout the term of the Lease as extended.

Section 3.03 - Tenant's Work:

Tenant's Work is to be performed by Tenant at its sole expense in accordance with **Exhibit C**, attached hereto and made a part hereof and in accordance with the provisions hereof. All entry into the Leased Premises and work done by Tenant shall be at Tenant's risk. Tenant shall prepare and submit to Landlord store design and working drawings of Tenant's Work with respect to the Leased Premises within ten (10) days of the date of execution of this Lease. In the event Tenant's plans and specifications, in the reasonable judgment of Landlord or Landlord's

architect, are incomplete, inadequate or inconsistent with the terms of this Lease and/or do not conform to the standards of design, motif, decor and quality established or adopted by Landlord and/or would tend to create an imbalance with or be incompatible with adjoining Leased Premises, and/or would provide for or require any installation or work which is or might be unlawful or create an unsound or dangerous condition or adversely affect the structural soundness of the Leased Premises or the building of which the same forms a part, and/or would interfere with the use and enjoyment of any adjoining space in the building in which the Leased Premises are located, then, Landlord shall notify Tenant of such objection in writing within the twenty (20) day period after receipt of Tenant's plans and specifications. Tenant shall modify the plans and specifications and provide Landlord with the modified plans and specifications for Landlord's approval within ten (10) days after receipt of Landlord's objections. All work performed by Tenant shall be subject to Landlord's prior written approval and shall be in accordance with good construction practices, all Laws and Restrictions and Landlord's reasonable rules and regulations. No material deviations from the final plans and specifications, once approved by Landlord, shall be permitted. Landlord's review of Tenant's plans and specifications shall not constitute the assumption of any responsibility by Landlord for their accuracy or sufficiency, and shall in no event create an express or implied confirmation that Tenant's design and/or working drawings have been prepared in accordance with the requirements of applicable laws, codes, ordinances and regulations. Further, Landlord shall have no responsibility or liability for any loss or damage to any property belonging to Tenant. Tenant agrees to pay for all the utilities used or consumed in the Leased Premises by Tenant on and after the Delivery Date. Tenant shall be responsible and shall pay all costs and expenses incurred in connection with obtaining any building permits or other approvals required prior to commencing Tenant's Work. After Tenant has fully completed all Tenant's Work which must be completed in order to obtain a certificate of occupancy, then Tenant shall obtain, at Tenant's sole expense, all certificates and approvals which may be necessary so that a certificate of occupancy for the Leased Premises may be issued and to thereafter prosecute same with all diligence. Copies of all such certificates of occupancy shall be delivered to the Landlord prior to Tenant commencing Tenant's Work. Upon the issuance of the certificate of occupancy, a copy thereof shall be immediately delivered to Landlord.

Section 3.04 - Alterations by Tenant:

(a) Tenant shall not make any alterations to the Leased Premises without the prior written consent of Landlord.

(b) In the event that any mechanic's lien is filed against the Leased Premises or Property as a result of any work or act of Tenant, Tenant, at its expense, shall discharge or bond off the same within fifteen (15) days from the filing thereof. If Tenant fails to discharge said mechanic's lien, Landlord may bond or pay without inquiring into the validity or merits of such lien and all sums so advanced shall be paid to Landlord as Additional Rent.

(c) Prior to the commencement of Tenant's Work or any alterations, Tenant shall obtain or demonstrate to Landlord's reasonable satisfaction that Tenant's contractors have obtained public liability builders risk insurance and worker's compensation insurance to cover every contractor to be engaged by Tenant, and shall deliver duplicate originals of all certificates of such insurance to Landlord for written approval.

(d) If, in an emergency as determined by Landlord, it shall become necessary to make repairs required to be made by Tenant, Landlord may reenter the Leased Premises and proceed to have such repairs made and pay the costs thereof. Tenant shall pay Landlord the costs of such repairs, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE IV. CONDUCT OF BUSINESS

Section 4.01 - Use:

(a) Tenant shall use and occupy the Leased Premises for the preapproved use as set forth on the Lease Data Exhibit ("Preapproved Use"). Not in any way intending to modify the restriction of the Tenant's use only to the Preapproved Use, and notwithstanding such Preapproved Use, Tenant may not use the Leased Premises for any use prohibited by Laws and Restrictions. Tenant shall only be entitled to exercise its right to any Option Term contained in Section 1.04 of the Lease if Tenant is in compliance with the aforesaid Preapproved Use of the Leased Premises which shall be continuing in an uninterrupted manner (except permitted interruptions as set forth herein). Further, Tenant's use of the Leased Premises and the common areas is subject to the rules and regulations as enacted by Landlord, from time to time.

(b) If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises, or if a failure to procure such a license or permit might or would in any way adversely affect Landlord or the Property, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such a license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit.

Section 4.02 - Utilities:

(a) Tenant, at its expense, shall arrange for and pay all costs of the charges for all utilities and services provided or used in or at the Leased Premises, commencing on the Effective Date and throughout the term of this Lease. In the event that Tenant shall have failed to have arranged for the availability of said utilities and services by seven (7) days after the Delivery Date, Tenant shall pay to Landlord the amount of one hundred dollars for each day thereafter that Tenant shall have continued to fail to arrange for such utilities and services. Tenant shall pay directly to the public utility companies the cost of any installation of any and all such utility services. In the event that Landlord supplies or pays for any such utilities, then as Additional Rent, Tenant shall reimburse Landlord for the same. In the event, for any reason whatsoever, any particular utility is not separately metered, then, and in that event, Tenant shall be responsible for its share based upon the formula that Landlord, in its reasonable discretion, deems appropriate. Specifically for all Water Bills to the Property, including the Leased Premises, Tenant shall pay to Landlord as Additional Rent, Tenant's Proportionate Share of such Water Bills by the following method: one-twelfth (1/12) of the entire Property Water Bills combined and estimated by Landlord, in its reasonable discretion and based upon Tenant's Use of the Premises, to be due, which shall be paid each month with Minimum Rent until August 31st. of each Lease Year, at which time Landlord will re-adjust their monthly estimates for any increases to Tenant's Proportionate Share which will then begin September 1st. of each Lease

Year thereafter. Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims arising from all costs and charges for utilities consumed at the Leased Premises by or for Tenant. Landlord shall not be liable to Tenant for damages or otherwise (i) if any utilities shall become unavailable from or reduced by any public utility company, public authority or any other entity supplying or distributing such utility, or (ii) for any interruption in any utility service (including, but without limitation, any heating, ventilation or air conditioning) caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a default, termination or an eviction.

(b) The parties hereto acknowledge that energy shortages in the region in which the Property is located may, from time to time, necessitate reduced or curtailed operation of the Property and the business conducted by Tenant in the Leased Premises. Tenant agrees to and shall comply with such rules and regulations as may be promulgated from time to time by Landlord with respect to energy consumption, provided that the same apply uniformly to all tenants in the Property, and during such periods of time when, in the opinion of Landlord, energy shortages so dictate, Tenant shall reduce or curtail business operations in the Leased Premises as shall be directed by Landlord. Compliance with such rules and regulations and such reduction or curtailment of business operations shall not constitute a breach of Landlord's covenant of quiet enjoyment, nor shall the same constitute an actual or constructive eviction of Tenant, or otherwise invalidate or affect this Lease, and Tenant shall not be entitled to any diminution, reduction or abatement of rent during periods of reduction or curtailment of business operations.

Section 4.03 - Sign:

(a) Tenant shall install and maintain a sign affixed to the exterior of the Leased Premises in a location, size and style approved by Landlord, in Landlord's reasonable judgment. Prior to the Rent Commencement Date, Landlord and Tenant shall agree upon all aspects of the exterior sign, canopies and/or awnings to be installed by the Tenant at the Leased Premises. Notwithstanding Landlord's approval and/or the terms of this Lease, Tenant's sign shall conform to all Laws and Restrictions. Tenant shall pay for all costs in connection with such sign and shall be responsible for the cost of proper installation and removal thereof and any damage caused to the Property and/or Leased Premises thereby. In the event Landlord deems it necessary to remove such sign for property maintenance purposes, then Landlord shall have the right to do so, provided, however, Landlord shall replace said sign as soon as practicable at Landlord's sole cost. No additional signs, which can be seen from the exterior of the Leased Premises, shall be installed or displayed in, on or about the Leased Premises without the prior written consent of Landlord. Any interior signs must be tasteful and shall be prepared in a professional manner (not hand-lettered). Any sign or display visible from the exterior of the Leased Premises which does not meet the above criteria may be removed at any time by Landlord without incurring any liability therefor. Signs shall also be subject to Landlord's rules and regulations as adopted and modified from time to time.

(b) Should Landlord construct a pylon or monument sign for the Property and make panels available to tenants leasing the same or less square footage than Tenant, Landlord agrees that it shall have the option to give to Tenant the right to install and maintain a panel on said pylon or monument sign. If Tenant installs a panel on a pylon or monument sign, Tenant agrees that it shall pay all costs for the fabrication and installation of its panel and for its share of all

costs incurred by Landlord in constructing, operating and maintaining the pylon or monument sign, based upon Tenant's share of such sign as calculated by Landlord.

Section 4.04 - Tenant's Warranties:

Tenant warrants, represents, covenants and agrees to and with Landlord, that throughout the term hereof it shall: (i) keep the Leased Premises and any platform or loading dock used by Tenant in a neat and clean condition, (ii) pay, before delinquent, any and all taxes, assessments and public charges imposed upon Tenant's business or fixtures, and pay when due all fees of similar nature, (iii) observe all rules and regulations established by Landlord for tenants in the Property, (iv) observe all restrictive covenants of record which are applicable to the Property, provided the same do not prohibit Tenant's Per approved Use of the Leased Premises, (v) not use the parking areas or sidewalks or any space outside the Leased Premises for display, sale, storage, or any other similar undertaking, (vi) not use any advertising medium or sound devices inside the Leased Premises which may be heard outside the Leased Premises, or permit any objectionable odors to emanate from the Leased Premises, (vii) keep the Leased Premises sufficiently heated to prevent freezing of water in pipes and fixtures in and about the Leased Premises, (viii) keep the temperature within the Leased Premises at such levels as may be required by any federal, state or local laws, ordinances or regulations, (ix) employ only such labor in the performance of any work in and about the Leased Premises as will not cause any conflict or controversy with any labor organization representing trades performing work for Landlord, its contractors or subcontractors, (x) not conduct any auction, distress, fire or bankruptcy sale (whether real or fictitious) or conduct the type of business commonly referred to as "discount" or "cut-price", (xi) not use or permit the use of any part of the Leased Premises for the sale, rental, display or operation of amusement, electronic, video machines, games, cassettes or devices without the prior written consent of Landlord or allow the sale or offering of any lottery or raffle tickets or permit any form of games of chance or gambling, in any form, without such similar consent, (xii) not allow the operation of any coin operated or vending machine in the Leased Premises, except in areas reserved solely for the use of Tenant's employees, (xiii) conduct its sales practices consistent with the standards and practices generally acceptable in first-class retail properties, display and sell only first-quality merchandise in the Leased Premises, and conduct its business in the Leased Premises in a lawful manner and in good faith, (xiv) not do any act tending to injure the reputation of the Property as determined by Landlord, (xv) keep all trash properly bagged while inside the Leased Premises, and dispose of such bags of trash in dumpsters or other receptacles outside of the Leased Premises if Landlord provides such service, otherwise Tenant shall do so, and (xvi) not commit or suffer to be committed any waste upon the Leased Premises, not place a load upon any floor of the Leased Premises which exceeds the floor load per square foot area which such floor was designated to carry, and not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Property.

Section 4.05 - Legal Requirements:

Tenant shall at its own expense, comply with all Laws and Restrictions and with directions of public officers thereunder, with all applicable Board of Fire Insurance Underwriters regulations and other requirements and with all notices from Landlord's mortgagee respecting all matters of occupancy, condition or maintenance of the Leased Premises, whether such orders or

directions shall be directed to Tenant or Landlord, and Tenant shall hold Landlord harmless and defend Landlord from any and all claims, liabilities, costs or expenses on account thereof. Tenant shall procure and maintain all licenses and permits legally necessary for the operation of Tenant's business and allow Landlord to inspect them on request.

Section 4.06 - Hazardous Materials:

Tenant agrees that it will not use, permit, hold, release or dispose of any Hazardous Material (defined hereinafter) on, under or at the Leased Premises or the Property and that it will not use or permit the use of the Leased Premises or any other portion of the Property as a treatment, storage or disposal (whether permanent or temporary) site for any Hazardous Material, other than De Minimis Amounts. The term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any given form or combination of forms (i) does not constitute a violation of any applicable law, and (ii) is customarily employed in, or associated with, similar properties and operations such as that of Tenant. Tenant further agrees that it will not cause or allow any asbestos to be incorporated into any improvements or alterations which it makes or causes to be made to the Leased Premises. Tenant hereby holds Landlord harmless from and indemnifies Landlord against any and all losses, liabilities, damages, injuries, costs, expenses, fines, penalties, and claims of any and every kind whatsoever (including, without limitation, court costs and attorneys' fees) which at any time or from time to time may be paid, incurred or suffered by, or asserted against Landlord for, with respect to, or as a direct or indirect result of (i) a breach by Tenant of the foregoing covenants, or (ii) to the extent caused or allowed by Tenant or any agent, contractor, employee, invitee or licensee of Tenant, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release from, onto or into the Leased Premises, the Property, the atmosphere, or any watercourse, body of water or groundwater, of any Hazardous Material (including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state, local or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Material); and the provisions of and undertakings and indemnification set out in this paragraph shall survive the termination of this Lease, and shall continue to be the personal liability, obligation and indemnification of Tenant, binding upon Tenant, forever, subject to the applicable statute of limitations. The provisions of the preceding sentence shall govern and control over any inconsistent provision of this Lease. For purposes of this Lease, "Hazardous Material" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation, and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous, waste, substance or material.

ARTICLE V. COMMON AREA

Section 5.01 - Definition:

The term "Common Areas" shall mean the interior and exterior areas and facilities within the Property, which are: (i) not leased to a tenant, and (ii) by nature not leasable to a tenant for the purpose of the sale of merchandise or the rendition of services to the general public, all as determined by Landlord from time to time. Common Areas shall include but shall not be limited to all parking areas and facilities, roadways, driveways, easement areas, entrances and exits, truck service ways and tunnels, utilities, water filtration and treatment facilities, retention ponds or basins located within or outside the Property, retaining and exterior walls, sidewalks, open and enclosed malls, outside courts, landscaped and planted areas, escalators, stairways, elevators, service corridors, service areas, loading docks, hallways, public restrooms, community rooms or areas, roofs, equipment, signs and any special services provided by Landlord for the common or joint use and benefit of all tenants in the Property, their employees, customers and invitees.

Section 5.02 - Use:

During the term of this Lease, Tenant is granted, subject to Landlord's written reasonable rules and regulations promulgated by Landlord from time to time, the nonexclusive license to permit its customers and invitees to use the sidewalks, customer parking areas, the entrance and exit ways designated by Landlord for access and egress to and from the Leased Premises from a public street or highway. Subject to all Laws and Restrictions, Common Areas shall be subject to the exclusive control and management of Landlord, and Landlord shall have the right, at any time and from time to time, to establish, modify, amend and uniformly enforce reasonable rules and regulations with respect to the Common Areas and the use thereof. Tenant agrees to abide by and conform to such rules and regulations on notice thereof and to cause its permitted concessionaires, invitees and licensees and its and their employees and agents to do the same.

Section 5.03 - Common Area Expenses:

Landlord agrees to maintain and keep in good service and repair the Common Areas at the reasonable discretion of Landlord, and the use of such areas and facilities shall be subject to such reasonable rules and regulations as Landlord shall make from time to time.

Section 5.04 - Tenant's Proportionate Share of CAM:

As Additional Rent, Tenant shall pay to Landlord in the manner hereinafter provided, but not more often than once each calendar month, Tenant's Proportionate Share (as defined below) of all costs and expenses of every kind and nature paid or incurred by Landlord in operating, equipping, policing and protecting, lighting, insuring, repairing, replacing and maintaining the Common Areas and other areas of the Property. Such costs and expenses shall include, but not be limited to: illumination and maintenance of Property signs, whether located on or off the Property site; cleaning; lighting; all water consumed in the Common Areas and sanitary sewer charges; snow removal and ice removal or treatment; line painting and landscaping; repairs and replacements of walkway, parking and drive areas, light standards and gutter, downspout and scupper repairs and replacements; exterior building painting, repair or replacement of foundation, floor slab, outer walls and roof, personal property taxes; all costs of operating

attendant and valet parking, if any; decorations; premiums for liability and property insurance; supplies; the cost of maintenance and replacement of equipment supplying music to the Common Areas; management fees, total compensation and benefits (including premiums for workers' compensation and other insurance) paid to or on behalf of employees involved in the performance of the work specified in this Section 5.04; and an amount equal to fifteen percent of the total of all of the foregoing costs and expenses to cover Landlord's administrative costs. Such costs shall also include: (i) the amortization (including interest) of the cost of acquiring and installing the equipment used in maintenance and any equipment and facilities acquired to reduce energy consumption or to otherwise reduce such costs and expenses of operating and maintaining such Common Areas; and (ii) all costs and expenses in connection with the operation, repair, replacement and maintenance of such Common Areas, including, without limitation, legal, architectural and engineering fees. For purposes of this Lease, the term "Tenant's Proportionate Share" means a fraction, expressed as a percentage, the numerator of which is the number of first floor leasable square feet in the Leased Premises and the denominator of which is the total number of first floor leasable square feet in the Property, as determined by Landlord from time to time.

Tenant's Proportionate Share of such costs with respect to each calendar year during the Term shall be paid in monthly installments on the first day of each calendar month, in advance, in an amount estimated by Landlord. Subsequent to the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's Proportionate Share of such costs for such period. If the total amount paid by Tenant under this Section 5.04 for any calendar year shall be less than the actual amount due from Tenant for such year as shown on such statement, Tenant shall pay to Landlord the difference between the amount paid by Tenant and the actual amount due, such deficiency to be paid within ten (10) days after the furnishing of each such statement, and if the total amount paid by Tenant hereunder for any such calendar year shall exceed such actual amount due from Tenant for such calendar year, such excess shall be credited against the next installment due from Tenant to Landlord under this Section 5.04. For the calendar years in which this Lease commences and terminates, the provisions of this Section 5.04 shall apply, and Tenant's liability for its Tenant's Proportionate Share of such costs for such years shall be subject to a pro rata adjustment based on the number of days of said calendar years during which the Term is in effect.

Tenant shall have the right, but not more than once per Lease Year and not later than one (1) year after Tenant receives the statement referred to in this Section 5.04, on reasonable prior notice to Landlord, to inspect, examine and make copies of, Landlord's books, records and computations with respect to items charged to Tenant under this Lease and Taxes at the location where such records are kept by Landlord. Landlord shall retain such books, records and computations for at least two (2) years following the period to which they relate. In the event of any overpayment by Tenant, Landlord shall, within twenty (20) days after demand, refund the amount of overpayment to Tenant with interest thereon from the date of overpayment to the date refunded at the Default Interest Rate. No such inspection or examination shall be conducted on a contingent fee basis. All information from such inspections, examinations and copying shall be kept strictly confidential by Tenant, its agents, employees and contractors and not disclosed to any third party except pursuant to court order or subpoena. If Tenant is overcharged on such expenses by three (3%) percent or more, Landlord shall pay the reasonable cost of Tenant's audit not to exceed Seven Hundred Fifty and 00/100 (\$750.00) Dollars.

ARTICLE VI. REPAIRS AND MAINTENANCE

Section 6.01 - Tenant's Obligations:

Tenant, at its expense, shall (i) make all repairs and replacements and perform all maintenance work that is necessary in order to keep the interior of the Leased Premises and equipment servicing the Leased Premises, including but not limited to all utilities and the heating, ventilating and air conditioning unit(s) (Landlord shall make available to Tenant any warranty to any such HVAC unit(s)), in good order and repair and in a safe and dry tenantable condition and in compliance with all Laws and Regulations, (ii) install and maintain such fire protection devices as may be required by any governmental body or insurance underwriter for the Property including any and all new or existing sprinkler systems, (iii) provide trash storage and removal services regardless of the location of any storage and removal facilities, except that if Landlord, in its sole discretion, shall provide trash services, then, in such event, Tenant shall be obligated to use and pay Landlord for the same as Additional Rent either (a) Tenant's Proportionate Share of such trash storage and removal service costs (or greater share if not all of the tenants participate in the service), or (b) on the basis of a separate metering or monitoring of Tenant's use of such services or facilities), (iv) change Tenant's air conditioning filter as necessary, but not less than four (4) times a year and have Tenant's air conditioner and heater serviced as necessary, but not less often than two (2) times a year, (v) repair and/or replace the exterior and interior portion of all doors, door checks, windows, plate glass, store front, all plumbing and sewage facilities within the leased premises, including free flow up to the main sewer line, and all other ordinary and extraordinary, foreseen and unforeseen repairs, replacements, renewals and restorations. Notwithstanding any contrary provision of this Article VI, Tenant, at its expense, shall make any and all repairs to the Leased Premises as may be necessitated by any break-in, forcible entry or other trespass into or upon the Leased Premises, regardless of whether or not such entry and damage is caused by the negligence or fault of Tenant or occurs during or after business hours. If Tenant fails, refuses or neglects to properly maintain the Leased Premises or to commence or complete any of the repairs or replacements required to be made by Tenant hereunder promptly and adequately after receipt of notice as defined below in Section 19.02, Landlord may, in addition to any other remedy Landlord may have, but shall not be required to, make or complete said maintenance, repairs or replacements and Tenant shall pay the cost and expense thereof, plus a charge of fifteen (15%) percent thereof, to Landlord upon demand as Additional Rent.

ARTICLE VII. REAL ESTATE TAXES

Section 7.01 - Liability:

As Additional Rent, Tenant shall pay to Landlord Tenant's Proportionate Share of all taxes and existing and future assessments, general and special, and governmental charges of any kind or nature whatsoever, which have been or may be levied or assessed by or payable to any lawful authority, during or for each calendar year during the Term hereof, against the land, buildings and improvements irrespective of whether such taxes are assessed against real or personal property. Such taxes, assessments and charges hereinafter are referred to, collectively, as "Taxes". Taxes shall be deemed levied or assessed with respect to the fiscal taxing period for which such Taxes are applicable, as designated by the taxing authority which levy the same,

except that the Taxes described in the next sentence shall be accrued ratably during the calendar year. Should the United States, State of Michigan or local municipality or any political subdivision thereof or any governmental authority having jurisdiction thereover either: (i) impose a tax and/or assessment of any kind or nature upon, against, measured by or with respect to the rentals payable by tenants of the Property to Landlord or on the income of Landlord derived from the Property, or with respect to the Landlord's, or the individuals' or entities' which form the Landlord herein, ownership of the land and buildings presently and/or at any time during the Term, either by way of substitution for all or any part of the Taxes levied or assessed against such land and such buildings, or in addition thereto; and/or (ii) impose a tax or surcharge of any kind or nature, upon, against or with respect to the parking areas or the number of parking spaces in the Property, then in either or both of such events, such tax, assessment and/or surcharge shall be deemed to constitute Taxes for the purpose of this Section 7.01 and Tenant shall be obligated to pay Tenant Proportionate Share of Taxes thereof as provided herein. "Tenant's Proportionate Share" shall be as set forth on the Lease Data Exhibit and as defined in section 5.04 of this Lease.

Any costs, expenses and attorneys' fees (including the costs of tax consultants) incurred by Landlord in connection with the negotiation for reduction in the assessed valuation of land, buildings and improvements comprising Landlord's parcel and any protest or contest of real estate taxes and/or assessments shall be included within the term "Taxes". Notwithstanding anything herein contained to the contrary, Tenant shall not have the right to contest the Taxes in any manner whatsoever.

Taxes shall not include any interest or penalties imposed by the assessing authority due to late payment except if arising as a result of Tenant's late payment of Tenant's Proportionate Share of Taxes thereof. If general or special assessments may be paid in installments over a period of years, Landlord shall pay such assessments in the permissible installments and only the installments coming due during the Term shall be included in Taxes payable by Tenant. If Landlord shall obtain a refund or abatement of any Taxes to which Tenant has contributed, Landlord shall refund to Tenant Tenant's Proportionate Share of Taxes thereof less Tenant's Proportionate Share of Taxes of Landlord's reasonable costs of obtaining the same. In no event shall Tenant be liable for such costs unless there shall be a net savings to Tenant. Except as expressly set forth above, Taxes shall not include any corporate, personal property, franchise, capital levy, inheritance, transfer or income tax levied on Landlord or the individuals or entities which form the Landlord herein.

Section 7.02 - Method of Payment:

Tenant shall pay its Tenant's Proportionate Share of such Taxes by the following method: one-twelfth (1/12) of the Taxes estimated to be due by Landlord shall be paid each month with Minimum Rent until the end of the first tax year after the Rent Commencement Date; thereafter, the monthly payments shall be based upon the tax bill for the previous tax year plus any reasonably anticipated increases. Landlord shall deliver to Tenant within one hundred twenty (120) days after the end of each calendar year of the Lease term, a statement setting forth the amount of Tenant's Proportionate Share of Taxes incurred by Landlord during the preceding year. Landlord and Tenant agree that Tenant shall pay Landlord or Landlord shall credit Tenant's account (or if such adjustment is at the end of the Lease term, Landlord shall pay to or

collect from Tenant, as the case may be), within ten (10) days after the receipt of such statement, such amount as may be necessary to affect reconciliation between the estimated amounts paid by Tenant to Landlord during such year versus Tenant's Proportionate Share of Taxes actually incurred by Landlord during such year.

ARTICLE VIII. INSURANCE

Section 8.01 - Liability Insurance:

Tenant shall, from the Effective Date until the end of the Term, keep in force and effect: (a) a commercial general liability insurance policy, protecting against claims for bodily injury, personal injury and property damage with respect to the Leased Premises and the business operated by Tenant and any other persons and entities conducting business in the Leased Premises, including steam boiler insurance if applicable, and including product liability coverage, including but not limited to (if this Lease covers premises in which food and/or beverages are sold and/or consumed) coverage for liability arising out of the consumption of food and/or beverages on or obtained at the Leased Premises and (if applicable to Tenant's business) liquor liability coverage, in which the limits for bodily injury (including personal injury and contractual liability) shall be not less than Three Million Dollars (\$3,000,000) single limit coverage; and (b) Workers' Compensation coverage as required by law and employer's liability insurance. The policy shall name Landlord, any other parties in interest designated by Landlord, and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Landlord thirty (30) days' prior written notice. All insurance required to be carried by Tenant pursuant to this Lease shall be written by responsible insurance companies with a Best rating of at least A-:VII. Any such insurance may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor. A copy of each paid-up policy evidencing such insurance or a certificate of insurance certifying to the issuance of such policy shall be delivered to Landlord prior to the date possession of the Leased Premises is delivered to Tenant and upon renewals not less than thirty (30) days prior to the expiration of such coverage.

Section 8.02 - Property Insurance.

(a) Landlord shall, during the Term, carry insurance for fire and special extended coverage (as determined by Landlord), including vandalism, malicious mischief, and sprinkler leakage, insuring the improvements located within the Property including the Leased Premises and all appurtenances thereto (except Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes) for the full insurable value thereof such insurance coverage to include the improvements provided by Landlord, and such insurance coverage shall include rental insurance. Such insurance shall be issued by an insurance company licensed to do business in the State of Michigan with a Best rating of at least A-:VII.

(b) The cost of the premiums for all such insurance and of the expenses incurred by Landlord relative to insurance appraisals, adjusters and reasonable insurance consultants' and attorneys' fees in connection therewith shall be included in the costs of which Tenant pays Tenant's Proportionate Share pursuant to Section 5 of this Lease. Such charges may include the

cost of premiums covering more than a single year, provided Landlord has paid the premiums reflected in such statements.

(c) Tenant shall provide Landlord with a certificate setting forth the cost of Tenant's Work in the Leased Premises promptly after completion thereof. Tenant shall periodically notify Landlord of any change in the replacement value of Tenant's Work and upon receipt thereof Landlord will adjust its insurance accordingly.

(d) Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered to be done by Tenant, or kept or suffered by Tenant to be kept, in, upon or about the Leased Premises shall cause the rate of fire or other insurance on the Leased Premises or other property of Landlord in companies acceptable to Landlord to be increased beyond the minimum rate from time to time applicable to the Leased Premises for the use permitted under this Lease or to any other property for the use or uses made hereof, Tenant will pay the amount of any increases.

(e) Tenant shall carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring both the improvements located within the Leased Premises but also all of Tenant's merchandise, trade fixtures, furnishings, operating equipment and personal property, such as signs, wall coverings, carpeting and drapes located on or within the Leased Premises, in an amount equal to not less than one hundred (100%) percent of the full replacement cost thereof and to furnish Landlord with a certificate evidencing such coverage, naming Landlord, and other parties in interest as designated by Landlord, as insureds thereunder..

(f) Any certificate of insurance required to be furnished by Tenant under this Lease shall provide that the policies referenced by such certificate cannot be cancelled, amended or modified without at least thirty (30) days' written notice to the certificate holder.

Section 8.03 - Covenants to Hold Harmless:

Tenant will indemnify and defend Landlord and the officers, directors and shareholders of Landlord, and the managers, agents, and representatives of Landlord, and save it and them harmless from and against any and all claims, actions, damages, liability and expense in connection with all losses, including loss of life, personal injury and/or damage to property arising from or out of (a) any occurrence in, upon or at the Leased Premises, (b) the occupancy or use by Tenant of the Leased Premises or any part thereof, (c) Tenant's failure to comply with any provision of this Lease, (d) any act or omission of Tenant, its agents, contractors, suppliers, employees, servants, customers in the Leased Premises or licensees, and any person or entity conducting business in the Leased Premises, or (e) any Hazardous Materials installed or introduced into the Leased Premises or the Property by Tenant (or by others at Tenant's sufferance or with Tenant's permission) in whole or in part. All property kept, stored or maintained in the Leased Premises shall be so kept, stored or maintained at the risk of Tenant only. In case Landlord shall be made a party to any litigation commenced by or against Tenant,

except for an alleged breach of this Lease by Landlord, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney fees incurred or paid by Landlord in connection with such litigation.

ARTICLE IX. DESTRUCTION OF LEASED PREMISES

Section 9.01 - Continuance of Lease:

In the event the Leased Premises shall be partially or totally destroyed by fire or other casualty insured under the provisions of Section 8.01 above, so as to become partially or totally untenable, then the damage to the Leased Premises shall be promptly repaired, unless Landlord shall elect not to rebuild or repair as hereinafter set forth. Notwithstanding the foregoing, Landlord and Tenant will first look to Tenant's insurance, which Tenant is required to carry by this Lease, to make a claim for recovery for loss or damage resulting from fire or other casualty to the Property including the Leased Premises. Except in the case of termination, Minimum Rent shall be abated in proportion to the amount of the Leased Premises rendered untenable until so repaired. In no event shall Landlord be required to repair or replace Tenant's merchandise, trade fixtures, furnishings or equipment. If more than twenty-five (25%) percent of the Leased Premises or of the floor area of the Property shall be damaged or destroyed by fire or other casualty, then Landlord may elect that the Property and/or the Leased Premises, as the case may be, be repaired or rebuilt or, at its sole discretion, terminate this Lease by giving notice to Tenant of its election to so terminate, such notice to be given within thirty (30) days after the occurrence of such damage or destruction. If Landlord is required or elects to repair or rebuild the Leased Premises as herein provided, Tenant shall repair or replace its merchandise, trade fixtures, furnishings and equipment in a manner and to at least a condition equal to that immediately prior to its damage or destruction. In the event of such casualty and rebuild or repair of the same can not with reasonable diligence be completed within two hundred ten (210) days after the date of said casualty, then Landlord may terminate this Lease upon notice to the other party, which notice must be given, if at all, within thirty (30) days of the date of such casualty.

Section 9.02 - Reconstruction; Rent Abatement:

If all or any portion of the Leased Premises is damaged by fire or other casualty and this Lease is not terminated in accordance with the above provision, then all insurance proceeds however recovered shall be made available for payment of the cost of repair, replacing and rebuilding to the extent within Landlord's control. Landlord shall use the proceeds from the insurance as set forth herein to repair or rebuild the Leased Premises to its same or better condition as on the Delivery Date, and Tenant shall, using the proceeds from the insurance provided for in Section 8.03 by Tenant, repair, restore, replace or rebuild that portion of the Leased Premises constituting Tenant's Work as defined herein together with any additional improvements installed by Tenant, such that the Leased Premises shall be restored to its condition as of immediately prior to the occurrence of such casualty. All of the aforesaid Tenant's insurance proceeds shall be deposited in escrow and shall be disbursed as work on repair, replacement or restoration progresses upon the certification of Landlord's architect that the balance in the escrow fund is sufficient to pay the estimated costs of completing the repair and restoration. If Tenant's insurance proceeds shall be less than Tenant's obligation hereunder,

Tenant shall pay the entire excess cost before any further disbursement will be made. Minimum Rent, which is payable hereunder during the existence of such damage and until such repair or rebuilding is substantially completed by Landlord, shall be equitably abated to the extent of rental interruption proceeds are paid to the Landlord. Equitable abatement shall terminate upon the earlier of the date upon which Tenant commences to use substantially all of the Leased Premises for business with the public or the date sixty (60) days from which Landlord substantially completes its repair or rebuilding of the Leased Premises.

ARTICLE X. CONDEMNATION

Section 10.01 - Eminent Domain:

If twenty-five (25%) percent or more of the Leased Premises shall be taken or condemned by any competent government authority, then either party may elect to terminate this Lease by giving notice to the other party not more than sixty (60) days after the date of which such title shall vest in the authority. If the parking facilities are reduced below seventy (70%) percent of the minimum parking requirements imposed by the applicable authorities, Landlord or Tenant may elect to terminate this Lease by giving notice within one hundred twenty (120) days after such taking, however, in the event of such termination by Tenant then Landlord shall be afforded a reasonable opportunity to meet code requirements. In the case of any taking or condemnation, whether or not the term of this Lease shall cease and terminate, the entire award shall be the property of Landlord; provided, however, Tenant shall be entitled to any award as may be allowed for fixtures and other equipment which under the terms of this Lease would not have become the property of Landlord; further provided, that any such award to Tenant shall not be in diminution of any award to Landlord as a result of such taking or condemnation.

ARTICLE XI. ASSIGNING, SUBLETTING AND ENCUMBERING LEASE

Section 11.01 - Assigning, Subletting and Encumbering Lease:

(a) Tenant shall not, without Landlord's prior written consent, which Landlord may withhold in its sole discretion, (i) assign or otherwise transfer, or mortgage or otherwise encumber, this Lease or any of its rights hereunder, (ii) sublet the Leased Premises or any part thereof, or permit the use of the Leased Premises or any part thereof by any persons other than Tenant or its agents, or (iii) permit the assignment or other transfer of this Lease or any of Tenant's rights hereunder by operation of law. A transfer of the effective voting control of Tenant pursuant to a direct or indirect transfer of equity interests or merger which results in a change of control or management in Tenant shall be deemed to be an assignment of this Lease for purposes of this Article. Any attempted or purported transfer, assignment, mortgaging or encumbering of this Lease or any of Tenant's interest hereunder and any attempted or purported subletting or grant of a right to use or occupy all or a portion of the Leased Premises in violation of the foregoing sentence shall be null and void and shall not confer any rights upon any purported transferee, assignee, mortgagee, sublessee or occupant.

Landlord and Tenant agree that Landlord may consider any reasonable factor in determining whether or not to grant its consent. Landlord and Tenant agree the following factors, or any other reasonable factor, will be reasonable grounds:

- (1) Financial strength of the proposed subtenant/assignee, as evidenced by financial statements and as further evidenced by such other information that Landlord may reasonably request.
- (2) The use of the Leased Premises (a) will not violate or create any potential violation of any laws or agreements affecting the Leased Premises or Property (including so called exclusive agreements), (b) will complement the tenant mix at the Property and will be otherwise consistent with uses being conducted by reputable and creditworthy tenants leasing similar space is similar properties, or (c) will not constitute a nuisance or disturb or endanger other tenants of the Property.
- (3) There must be no existing or uncured Default by the existing Tenant.
- (4) The proposed subtenant/assignee must not be a party with whom Landlord is currently negotiating for space in the Property or an existing tenant of the Property.
- (5) The proposed subtenant/assignee must not be in default in any other agreement with the Landlord, nor have a history of defaults with the Landlord.
- (6) The managerial and operational skills of the proposed subtenant/assignee must be sufficient to reasonably conclude that such assignee/subtenant will operate the Leased Premises in a reputable manner.

(b) In the event Tenant desires to assign or transfer this Lease, or sublet (or permit occupancy or use of) the Leased Premises, or any part thereof, Tenant shall give Landlord thirty (30) days prior written notice of Tenant's intention to so assign or transfer or sublet all or any part of the Leased Premises (which notice shall include all information necessary for Landlord to evaluate Tenant's proposal). For thirty (30) days following receipt of said notice, Landlord shall have the right, exercisable by sending notice to Tenant, to (i) refuse to permit such assignment, sublet or transfer, (ii) permit such assignment, (iii) terminate this Lease, or (iv) sublet from Tenant for the balance of the term of this Lease, (aa) all of the Leased Premises in the event Tenant notified Landlord of its intention to assign or transfer this Lease, or (bb) only so much of the Leased Premises as Tenant intends to sublet in the event Tenant notified Landlord of its intention to sublet the Leased Premises or a portion thereof, at the same rent per square foot Tenant is obligated to pay to Landlord hereunder. In the event that Landlord elects to terminate the Lease as provided above, Tenant may void said termination by notifying Landlord within ten (10) days after receipt of Landlord's termination notice that it withdraws its proposed assignment/sublet. Tenant may assign or transfer this Lease, or sublet such space if Tenant has obtained the prior written consent of Landlord. In the event Tenant is in Default hereunder, Tenant hereby assigns to Landlord the rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said rent directly to Landlord. The consent by Landlord to any assignment, transfer or subletting to any party shall not be construed as a waiver or release of Tenant under the terms of any covenant or obligation under this Lease, nor shall the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant constitute a waiver

or release of Tenant of any covenant or obligation contained in this Lease, nor shall any such assignment, transfer or subletting be construed to relieve Tenant from giving Landlord said thirty (30) days' notice or from obtaining the consent in writing of Landlord to any further assignment, transfer or subletting.

(c) In the event Landlord does not exercise its right to have all or a portion of the Leased Premises, as the case may be, subleased or assigned to it but gives Tenant its written consent to assign, transfer or sublet all or a portion of the Leased Premises to a third party, one-half of any monthly rent or other payment accruing to Tenant (less Tenant's reasonable transaction costs) as the result of any such assignment, transfer, or sublease, including any lump sum or periodic payment in any manner relating to such assignment, transfer or sublease, which is in excess of the rent then payable by Tenant under this Lease shall be paid by Tenant to Landlord monthly as Additional Rent. Landlord may require a certificate from Tenant specifying the full amount of any such payment of whatsoever nature.

(d) Any costs and expenses, including attorneys' fees (which shall include the cost of any time expended by Landlord's in-house counsel) incurred by Landlord in connection with any proposed or purported assignment, transfer or sublease shall be borne by Tenant and shall be payable to Landlord as Additional Rent. Landlord agrees that said amount for Landlord's costs (not including outside counsel) shall not exceed One Thousand Five Hundred and 00/100 (\$1,500.00) Dollars.

ARTICLE XII. SUBORDINATION AND FINANCING

Section 12.01 - Subordination:

This Lease and Tenant's tenancy hereunder shall be subject and subordinate at all times to the lien of any mortgage or deed of trust now or hereafter placed upon the interest of Landlord and the Leased Premises. Tenant also agrees that any mortgagee or trustee may elect to have this Lease a prior lien to its mortgage or deed of trust, and in the event of such election, and upon notification by such mortgagee or trustee to Tenant to that effect, this Lease shall be deemed prior in lien to the said mortgage or deed of trust, whether this Lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant agrees to execute and deliver upon request such instruments as may be desired by Landlord or by any mortgagee or trustee subordinating this Lease to the lien of any present or future mortgage or deed of trust, or as may be otherwise required to carry out the intent of this Section. In the event that Tenant is requested to execute any such instrument subordinating this Lease to the lien of any future mortgage or future deed of trust, then such instrument shall contain a provision stating that Tenant's rights under this Lease and its use, possession, and enjoyment of the Leased Premises pursuant to this Lease shall not be diminished or disturbed provided Tenant is not in default of this Lease.

Section 12.02 - Attornment:

If, and so long as this Lease is in full force and effect, then at the option of the mortgagee: (a) this Lease shall remain in full force, notwithstanding (i) a default under the mortgage by Landlord, (ii) failure of Landlord to comply with this Lease, (iii) a defense to which Tenant might be entitled against Landlord under this Lease, or (iv) any bankruptcy or similar

proceedings with respect to Landlord, (b) if any such mortgagee shall become possessed of the Leased Premises, Tenant shall be obligated to such mortgagee to pay to it the rentals and other charges due hereunder and to thereafter comply with all the terms of this Lease, and (c) if any mortgagee or purchaser, at a private or public sale shall become possessed of the Leased Premises, Tenant shall, without charge, attorn to such mortgagee or purchaser as its landlord under this Lease. Tenant agrees that in the event Landlord is in default under this Lease, any mortgagee or trustee under a deed of trust of Landlord's interest in the Leased Premises shall be permitted (but not required) to enter the Leased Premises for the purpose of correcting or remedying such default, and Tenant agrees to accept performance by such mortgagee or trustee in lieu of performance by Landlord. Tenant further agrees that, from and after notice from Landlord of the name and address of any mortgagee or trustee, Tenant will contemporaneously deliver notice to any such mortgagee or trustee of a default by Landlord under the Lease. Notwithstanding any provision of this Lease, Tenant agrees that no termination of the Lease or abatement or reduction of rent or any other amounts under this Lease shall be effective unless and until such mortgagee or trustee has received notice and fails within thirty (30) days of the date on which Landlord's cure period expires to cure the default of Landlord in question, or if the default cannot be cured within said thirty (30) days, fails to commence and diligently prosecute the cure of such default.

Section 12.03 - Financing:

In the event the construction lender, land lessor or the permanent lender for the Property requires, as a condition to financing modifications to this Lease, provided such modifications are reasonable, do not adversely affect Tenant, do not materially alter the approved working plans and do not increase the rent and other sums to be paid hereunder, Landlord shall submit to Tenant a written amendment with such required modifications and Tenant agrees to execute and return such amendment to Landlord within ten (10) days.

Section 12.04 - Estoppel:

From time to time and upon five (5) days' notice, Tenant agrees to execute and deliver a written acceptance/estoppel certificate confirming that Tenant has accepted the Leased Premises and such other facts relative to this Lease as Landlord or any mortgagee of the Property may request to be confirmed. If Tenant fails to execute such certificate, Tenant hereby appoints Landlord as its attorney-in-fact, irrevocably, to execute and deliver such certificate for Tenant.

ARTICLE XIII. DEFAULTS

Section 13.01 - Events of Default: Events of Default:

If any one or more of the following events occur, said event or events shall hereby be classified as a "Default" and such Default shall be determined by Landlord's sole and absolute discretion:

(a) If Tenant fails to pay Minimum Rent, Additional Rent or any other charges required to be paid by Tenant when same shall become due and payable;

(b) If Tenant shall fail to perform or observe any terms and conditions of this Lease, and such failure shall continue for twenty (20) days after notice from Landlord (except that such twenty (20) day period shall be automatically extended for such additional period of time as is reasonably necessary to cure such Default, if such Default cannot be cured within such period, provided Tenant commences the process of curing the same within said twenty (20) day period and diligently pursues such cure to completion within not more than thirty days in total);

(c) If Tenant refuses to take possession of the Leased Premises at the Delivery Date, or fails to open its doors for business on the Rent Commencement Date as required herein, vacates the Leased Premises and permits the same to remain unoccupied and unattended or substantially ceases to carry on its normal activities in the Leased Premises;

(d) If Tenant, or any guarantor of Tenant's obligations hereunder, shall: (i) convey or assign any substantial portion of its assets for less than fair value, or (ii) make distributions to its owners other than in the ordinary course of business, or (iii) make an assignment for the benefit of creditors or file a petition, in any state court, in bankruptcy, reorganization, composition, or make an application in any such proceedings for the appointment of a trustee or receiver for all or any portion of its property;

(e) If any petition shall be filed under state law against Tenant or any guarantor of Tenant's obligations hereunder in any bankruptcy, reorganization or insolvency proceedings, and said proceedings shall not be dismissed or vacated within thirty (30) days after such petition is filed;

(f) If a receiver or trustee shall be appointed under state law for Tenant or any guarantor of Tenant's obligations hereunder, for all or any portion of the property of either of them, and such receivership or trusteeship shall not be set aside within thirty (30) days after such appointment; or

(g) If any execution, levy, attachment or other legal process of law shall occur upon Tenant's goods, fixtures, or interest in the Leased Premises.

(h) If Tenant experiences a material adverse change in its financial condition as set forth in section 19.13 of this Lease.

(i) If Tenant fails to maintain insurance as required under this Lease or attempts to make an assignment, sublet or transfer in violation of this Lease.

(j) If Tenant violates section 19.19.

Section 13.02 - Landlord's Remedies:

Upon the occurrence of any event of default set forth in Section 13.01, or elsewhere in this Lease, Landlord shall have the following rights and remedies, in addition to those allowed by law, any one or more of which may be exercised without further notice to or demand upon Tenant:

(a) Landlord may terminate this Lease as of the date of such default, in which event (i) neither Tenant nor any person claiming under or through Tenant shall thereafter be entitled to possession of the Leased Premises, and Tenant shall immediately thereafter surrender the Leased Premises to Landlord; (ii) Landlord may re-enter the Leased Premises and dispossess Tenant or any other occupants of the Leased Premises by any means permitted by law, and may remove their effects, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent; and (iii) notwithstanding the termination of this Lease, Landlord may declare all rent which would have been due under this Lease for the balance of the Lease term to be immediately due and payable (with a five (5%) percent present value discount), whereupon Tenant shall be obligated to pay the same to Landlord, together with all loss or damage which Landlord may sustain by reason of such termination; with it being expressly understood and agreed that the liabilities and remedies specified in this paragraph shall survive the termination of this Lease; and/or

(b) Landlord may, without terminating this Lease, re-enter the Leased Premises and relet all or any part of the Leased Premises for a term different from that which would otherwise have constituted the balance of the Lease term and for rent and on any terms and conditions acceptable to Landlord in its sole discretion, including terms and conditions substantially different from those contained herein, whereupon Tenant shall be obligated to pay to Landlord as liquidated damages the difference between the rent provided herein and that provided for in any lease covering a subsequent reletting of the Leased Premises, for the period which would otherwise have constituted the balance of the Lease term, together with all of Landlord's reasonable costs and expenses for reletting the Leased Premises, including any real estate commissions and the cost of all repairs and Tenant finish improvements. Taking possession of the Leased Premises by Landlord pursuant to this subsection shall not be construed as an election to terminate this Lease unless notice of such intention is given to Tenant or decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of Tenant default, Landlord may at any time after such reletting elect to terminate this Lease for such default.

(c) Landlord may, without terminating this Lease, take such actions contemplated by Section 19.16 below and/or those rights set forth in the Uniform Commercial Code, being MCL 440.1101 et seq, with or without court action.

In addition to the foregoing, Landlord may also sue for injunctive relief or to recover damages for any loss resulting from the breach. Should suit be brought or Landlord incur any legal expenses in the enforcement of this Lease against Tenant, including expenses incurred in the bringing of suit for recovery of possession of the Leased Premises, for the recovery of rent or for any other amount due under the provisions of this Lease, Tenant shall pay to Landlord all expenses incurred therefore including actual attorney fees.

Parties hereto shall and do hereby waive trial by jury in any action, proceeding or counter claim brought by either of the parties hereto against the other on any matters whatsoever arising out of or any way connected with this Lease, Tenant's use or occupancy of the Lease Premises and/or any claim of injury or damage. In the event Landlord commences proceedings for non-

payment of rent or other monetary obligations under this Lease, Tenant shall not interpose any counter claim of whatever nature or description in any such proceeding.

It is agreed that each and every of the rights, remedies and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

Section 13.03 - Additional Remedies and Waivers:

The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy now or hereinafter provided by law and all such rights and remedies shall be cumulative. No action or inaction by Landlord shall constitute a waiver of a Default and no waiver of Default shall be effective unless it is in writing, signed by Landlord.

Section 13.04 - Default by Landlord:

Landlord shall in no event be charged with a default hereunder unless Landlord shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Lease for a period of thirty (30) days after written notice thereof from Tenant; provided, however, that if the term, condition, covenant or obligation to be performed by Landlord is of such nature that the same cannot reasonably be performed within such thirty (30) day period, such default shall be deemed to have been cured if Landlord commences such performance within said thirty (30) day period and thereafter diligently undertakes to complete the same. In no event will a default by Landlord permit Tenant to terminate this Lease or to pursue any claims for consequential, indirect, punitive or special damages.

ARTICLE XIV. BANKRUPTCY OR INSOLVENCY

Section 14.01 - Tenant's Interest Not Transferable:

Neither Tenant's interest in this Lease, nor any interest therein of Tenant nor any estate hereby created in Tenant, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law.

Section 14.02 - Landlord's Option to Terminate:

In the event the estate created in Tenant hereby shall be taken, in execution or by other process of law, or if Tenant or Tenant's Guarantor or their respective executors, administrators or assigns, if any, shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant or Tenant's Guarantor, if any, shall be appointed by reason of the insolvency or inability of Tenant or Tenant's Guarantor, if any, to pay its debts, or if any assignment shall be made of the property of Tenant or Tenant's Guarantor, if any, for the benefit of creditors, then and in any such events, Landlord may at its option terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate, in which event this Lease shall cease and terminate with the same force and effect as though the date set forth in said notice were the

date originally set forth herein and fixed for the expiration of the Term, and Tenant shall vacate and surrender the Leased Premises but shall remain liable as herein provided.

Section 14.03 - Tenant's Obligation to Avoid Creditors' Proceedings:

Tenant or Tenant's Guarantor, if any, shall not cause or give cause for the institution of legal proceedings seeking to have Tenant or Tenant's Guarantor, if any, adjudicated bankrupt, reorganized or rearranged under the bankruptcy laws of the United States, and shall not cause or give cause for the appointment of a trustee or receiver for the assets of Tenant or Tenant's Guarantor, if any, and shall not make any assignment for the benefit of creditors, or become or be adjudicated insolvent. The allowance of any petition under the bankruptcy law, or the appointment of a trustee or receiver of Tenant or Tenant's Guarantor, if any, or its assets, shall be conclusive evidence that Tenant caused, or gave cause therefor, unless such allowance of the petition, or the appointment of a trustee or receiver, is vacated within thirty (30) days after such allowance or appointment. Any act described in this Section 14.03 shall be deemed a material breach of Tenant's obligation hereunder, and upon such breach by Tenant, Landlord may, at its option and in addition to any other remedy available to Landlord, terminate this Lease and all rights of Tenant hereunder, by giving to Tenant notice of the election of Landlord to so terminate.

Section 14.04 - Application of Bankruptcy Proceeds:

Notwithstanding anything to the contrary contained in this Article XIV, in the event, for any reason whatsoever, the interest of Tenant in this Lease is subject to assignment or sale by the Bankruptcy Court, then, and in that event, all proceeds of such sale or assignment shall be paid to Landlord and not to Tenant nor to the bankruptcy estate.

Section 14.05 - Bankruptcy:

(a) Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC §101 et. seq.), as the same may be amended from time to time.

(b) Rights and Obligations Under the Bankruptcy Code. (1) It is understood and agreed that this Lease is a lease of real property in a Property as such lease is described in Section 365 of the Bankruptcy Code, as the same may be amended from time to time. (2) Upon the filing of a petition by or against Tenant under the Bankruptcy Code, Tenant, as debtor and as debtor-in-possession, and any trustee who may be appointed with respect to the assets of or estate in bankruptcy of Tenant, agree to pay monthly in advance on the first day of each month, as reasonable compensation for the use and occupancy of the Leased Premises, an amount equal to all Minimum Rent, Additional Rent and other charges otherwise due pursuant to this Lease. (3) Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of the assumption and/or assignment of this Lease are the following: (i) the cure of any monetary defaults and reimbursement of pecuniary loss within not more than thirty (30) days of assumption and/or assignment; (ii) the deposit of an additional sum equal to not less than three (3) months' Minimum Rent and Additional Rent to be held by Landlord as a

security deposit, which sum shall be determined by Landlord, in its sole discretion, to be a necessary deposit to secure the future performance under the Lease of Tenant or its assignee; (iii) the use of the Leased Premises as set forth in Section 4.01 of this Lease and the quality, quantity and/or lines of merchandise, goods or services required to be offered for the sale are unchanged; and (iv) the prior written consent of any mortgagee to which this Lease has been assigned as collateral security.

ARTICLE XV. RIGHT OF ACCESS

Section 15.01 - Right of Access:

Landlord may, upon prior notice to Tenant (except in the case of an emergency, in which case no such notice is required), enter upon the Leased Premises for the purpose of inspecting, making repairs, replacements or alterations, and showing the Leased Premises to prospective purchasers, lenders or lessees. During the last six (6) months of the term, Landlord shall have the right to display one (1) or more "For Rent" signs on or about the Leased Premises.

ARTICLE XVI. DELAYS

Section 16.01 - Delays:

If Landlord or Tenant is delayed from performing any of their respective obligations during the term of this Lease because of weather, strikes, delays in the permitting or governmental administrative process, acts of God or other cause beyond their control, then the period of such delays shall be deemed added to the time herein provided for the performance of any such obligation and the defaulting party shall not be liable for losses or damages caused by such delays; provided, however, that this Article shall not apply to the payment of any sums of money required to be paid by Tenant hereunder or any obligation of Landlord or Tenant that can be satisfied by the payment of money. Subject to the foregoing, time is of the essence with respect to all obligations to be performed by Tenant pursuant to the terms of this Lease.

ARTICLE XVII. END OF TERM

Section 17.01 - Return of Leased Premises:

Upon the expiration or termination of this Lease, Tenant shall quit and surrender the Leased Premises to Landlord, in good order, broom clean, normal wear and usage excepted. Subject to the other terms of this Lease, Tenant shall, at its expense, remove all property of Tenant, all alterations to the Leased Premises not wanted by Landlord, including without limitation, all exterior signs, and repair damage caused by such removal and return the Leased Premises to the condition in which they were prior to the installation of the article so removed. Tenant expressly acknowledges that it has no real estate interest in the Leased Premises upon the expiration or termination of this Lease, and that any interest that Tenant has in the Leased Premises consists only of personal property.

Section 17.02 - Holding Over:

If Tenant shall hold possession of the Leased Premises after the expiration or termination of this Lease, at Landlord's option (i) Tenant shall be deemed to be occupying the Leased Premises as a tenant from month-to-month at one hundred fifty (150%) percent of the Minimum Rent in effect during the last Lease Year immediately preceding such holdover, and otherwise subject to all of the terms and conditions of this Lease but terminable by Landlord on thirty days' notice, or (ii) Landlord may exercise any other remedies it has under this Lease or at law or in equity including an action for wrongfully holding over.

ARTICLE XVIII. COVENANT OF QUIET ENJOYMENT

Section 18.01 - Covenant of Quiet Enjoyment:

Landlord covenants that if and so long as Tenant pays in full all the rent and all other charges provided for herein and performs all of its obligations provided for herein, and had not ever been or is not currently in Default, Tenant shall at all times during the term hereof peaceably have, hold and enjoy the Leased Premises, without any interruption or disturbance from Landlord, or anyone claiming through or under Landlord, subject to the terms hereof, and any mortgages to which this Lease is subordinate.

ARTICLE XIX. MISCELLANEOUS

Section 19.01 - Interpretation:

This Lease contains the entire agreement between the parties hereto and there are no promises, agreements, conditions, undertakings, or warranties or representations, oral or written, between them other than as herein set forth. In the event of any conflict or irreconcilable inconsistency between the provisions contained in the body of this Lease and its exhibits, the provisions contained in the exhibits shall control. The Lease or any part of it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto, their legal representatives, successors or permitted assigns. Tenant acknowledges and agrees that neither Landlord nor any representative of Landlord nor any broker has made any representation to or agreement with Tenant relating to the Leased Premises, this Lease or the Property which is not contained in the express terms of this Lease. Tenant acknowledges and agrees that Tenant's execution and delivery of this Lease is based upon Tenant's independent investigation and analysis of the business potential and expenses in connection with this Lease, and Tenant hereby expressly waives any and all claims or defenses by Tenant against the enforcement of this Lease which are based upon allegations of representations, projections, estimates, understandings or agreements by Landlord or Landlord's representative that are not contained in the express terms of this Lease.

Section 19.02 - Notice:

All notices, consents, requests, demands, designations or other communications which may or are required to be given by either party to the other under this Lease shall be in writing and shall be deemed to have been duly given and received when:

(1) If to Landlord: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service at the address set forth on page 1 of this Lease, or to such other place as Landlord may from time to time designate in a notice to Tenant, **WITH A REQUIRED COPY to Landlord's attorney at the following address:**

Thomas W. Forster, Esq.

Varnum LLP

101 N. Main, Suite 525

Ann Arbor, Michigan 48104

(2) If to Tenant: (a) personally delivered; or (b) three (3) days after being deposited in the United States mail, certified or registered, postage prepaid; or (c) one (1) business day after being deposited with a nationally recognized overnight courier service; or (d) sent by facsimile transmission or electronic mail to be immediately followed by delivery in accordance with the foregoing (a), (b) or (c), and in all instances at the Leased Premises address as set forth on page 1 of this Lease, or to such other place as Tenant may from time to time designate in a notice to Landlord. Tenant hereby appoints as its agent to receive the service of all dispossessory or distraint proceedings and notices thereunder the person in charge of or occupying the Leased Premises at the time, and, if no person shall be in charge of or occupying the Leased Premises at the time, then such service may be made by attaching the same on the main entrance of the Leased Premises.

Either party may change addresses for notices by a notice sent in accordance with the provisions of this Section.

Section 19.03 - Applicable Laws:

It is the intent of the parties hereto that all questions and/or disputes with respect to the construction of this Lease and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, MI or the court of competent jurisdiction in the jurisdiction in which the Property is located. Said choice to be made in the sole discretion of the party filing suit.

Section 19.04 - Successors:

This Lease shall bind and inure to the benefit of the parties hereto and their respective legal representatives, and their permitted successors and assigns.

Section 19.05 - Limitation on Landlord's Personal Liability:

There shall be no personal liability on Landlord, its officers, partners, employees, shareholders, agents beneficiaries, or any successor in interest with respect to any provisions of this Lease, or amendments, modifications or renewals hereof. Tenant shall look solely to the Landlord's interest in the Leased Premises for the satisfaction of any remedies of Tenant in the event of a breach by Landlord of any of its obligations hereunder.

Section 19.06 - Brokers:

Tenant and Landlord each warrant and represent to the other that there was no broker, agent or other consultant instrumental in consummating this Lease other than those entities (collectively, the "Consultant") identified on the cover page of this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless against any claims for brokerage commission or consulting fee arising by reason of a breach by the indemnifying party of this representation and warranty. Landlord shall be responsible for the payment of and indemnify Tenant with respect to any fee due the Brokers/Consultants identified on the Lease Data Exhibit sheet, which payment shall be pursuant to the terms and conditions of a separate written agreement between Landlord and the Consultant.

Section 19.07 - Landlord Assignment:

Landlord hereunder shall have the right to freely assign this Lease without notice to or consent of Tenant. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, including a so-called sale-leaseback, the transferor shall be automatically relieved of any and all obligations on the part of Landlord accruing from and after the date of such transfer, including, but not limited to, any obligation to Tenant with respect to the security deposit referred to in Section 2.03 of this Lease upon assignment of the same to the transferee, provided that the interest of the transferor, as Landlord, in any funds then in the hands of Landlord in which Tenant has an interest shall be turned over, subject to such interest, to the then transferee. Upon the termination of any Lease in a sale-leaseback transaction prior to termination of this Lease, the former lessee thereunder shall become and remain liable as Landlord hereunder until a further transfer. No holder of a mortgage or deed of trust to which this Lease is, or may be subordinate, shall be responsible in connection with the security deposited hereunder, unless such mortgagee or holder of such deed of trust of lessor shall have actually received the security deposited hereunder.

Section 19.08 - Relationship of the Parties:

The terms of this Lease shall not be interpreted to mean that Landlord and Tenant are partners or joint ventures.

Section 19.09 - Waiver of Right of Redemption:

Tenant hereby expressly waives for itself and all persons claiming by or through it, any right of redemption or for the restoration of the operation of this Lease under any present or future law in case Tenant shall be dispossessed for any cause.

Section 19.10 - Waiver of Jury Trial:

LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON OR IN RESPECT OF ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT HEREUNDER, TENANT'S USE OR OCCUPANCY OF THE LEASED PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE.

Section 19.11 - Invalidity of Particular Provisions:

If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 19.12 - Strict Performance:

No failure by Landlord to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by Tenant, and no failure by Landlord to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Lease, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

Section 19.13 - Financial Disclosures:

Tenant and any Guarantor agree promptly to disclose to Landlord any material adverse change in the financial condition of Tenant or of the Guarantor occurring from and after the date hereof. Upon Landlord's written request, Tenant shall promptly furnish to Landlord, from time to time, financial statements reflecting Tenant's current financial condition, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of Tenant, and shall upon Landlord's written request promptly furnish Landlord, from time to time, financial statements reflecting the current financial condition of each Guarantor of this Lease, which financial statements shall be certified as being true and correct by the chief financial officer and by the chief executive officer of each such Guarantor. Landlord shall use reasonable efforts to keep all financial information divulged pursuant to this Section 19.13 confidential, however, the aforesaid confidentiality requirement shall not apply to any information that becomes generally available to the public, any information received by Landlord from third parties without breach of any confidentiality agreement with respect to any such information, any disclosure by Landlord to a bank or a potential purchaser of the Property, or pursuant to any court order or any litigation. Tenant shall further promptly notify Landlord of any event of default of the terms of a lease at any location at which Tenant, or any entity owned or controlled by tenant, does business regardless of whether the Landlord at such location has

taken any action with respect to such default. Tenant agrees that such an event of default shall constitute a material adverse change in Tenant's financial condition.

Section 19.14 - Execution in Counterparts:

This Lease may be executed in one or more counterparts, any one or all of which shall constitute but one agreement.

Section 19.15 - Execution of Lease by Landlord:

The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or an option for, the Leased Premises, and this document shall be effective and binding only upon the execution and delivery hereof by both Landlord and Tenant.

Section 19.16 - Security Agreement:

Tenant hereby grants to Landlord a security interest in all inventory, equipment, fixtures, trade fixtures, improvements, and merchandise now or hereafter located in the Leased Premises, and all proceeds and accounts receivable therefrom (the "Collateral"), to secure the payment and performance of Tenant's obligations set forth in this Lease. Tenant further grants to Landlord a security interest in this Lease, to secure the payment and performance of Tenant's obligations set forth in this Lease (the "Additional Collateral"). Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral or the Additional Collateral. Notwithstanding the foregoing, nothing in this provision shall require the Landlord to perfect its security interest in the Collateral or Additional Collateral in order to lawfully exercise such rights as to the Tenant. Tenant hereby appoints Landlord its true and lawful attorney-in-fact in its name or otherwise to execute and file any financing statement(s) on behalf of Tenant and to do any and all acts and to execute and file any and all documents which may be necessary to realize, perfect, continue, preserve and protect the security interest upon the Collateral. In the event of default and upon demand Tenant agrees that it shall assign this Lease to Landlord or such other third party as the Landlord directs if such assignment can be done in any way that reduces Tenant's defaulted obligations under this Lease. Should Tenant refuse to execute such assignment, Tenant further hereby appoints Landlord its true and lawful attorney-in-fact in Tenant's name and on Tenant's behalf to sign any assignment of this Lease to another party or to Landlord.

Upon the occurrence of any Default, Landlord shall be entitled to exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. Reasonable attorneys' fees of Landlord in enforcing any right or exercising any remedy pursuant to this Section 19.16 shall be deemed a part of the obligation secured hereby. Notwithstanding anything to the contrary contained herein, Tenant may encumber or grant a security interest or other interest in any signs, inventory, personal property, trade fixtures, and equipment (excluding permanent leasehold improvements) which Tenant may install in the Leased Premises to a *bona fide*

mortgagee, lender or secured creditor, to whose rights Landlord's interest shall be subordinate, if such interest is disclosed in writing to Landlord prior to execution of this Lease.

Section 19.17 - Effect of Captions:

The captions or legends in this Lease are inserted for convenient reference or identification of the particular paragraphs. They are in no way intended to describe, interpret, define or limit the scope, extent or interest of this Lease, or any paragraph or provision thereof.

Section 19.18 - Recording:

This Lease shall not be recorded. Upon Tenant's request, Landlord shall execute and deliver a recordable memorandum of lease setting forth the term hereof, the names and addresses of the parties and such other information as may be mutually agreeable to Landlord and Tenant.

Section 19.19 - Confidentiality:

Tenant covenants to not disclose this Lease, the terms hereof, or any part of this Lease to anyone other than its attorneys, accountants, employees, or lenders who need to know of its content in order to perform their duties for Tenant and agree to also hold this information confidential. If Tenant is compelled by court order to release the information, it shall notify Landlord immediately and not disclose it prior to Landlord having the chance to litigate the disclosure, require a protective order or take other measures to prevent disclosure.

Section 19.20 – Good Faith Dealing:

Landlord and Tenant shall be obligated to act in good faith in the performance and enforcement of their rights and obligations hereunder, and shall have an obligation to deal fairly and reasonably with each other, having due regard for all relevant facts and circumstances.

Section 19.21– No Presumption Against Drafting Party:

The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised the Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease or any amendments or exhibits hereto.

Section 19.22 – Guarantor:

Tenant's obligations under the terms of this Lease shall be guaranteed by the execution and delivery by the guarantor (the "Guarantor") identified on the cover page of this Lease, of the guaranty attached to this Lease. If the cover page of this Lease does not identify a Guarantor, then unless a Guarantor executes and delivers the Guaranty, this section of the Lease shall be of no force and effect.

Section 19.23 – Exhibits and Attachments:

The following Exhibits are attached to and made a part of this Lease by this reference hereto:

- | | | |
|----|------------|--|
| a) | Exhibit A | Property Site Plan – See Section 1.01 and 1.02 |
| b) | Exhibit B | Rent Commencement Date - See Section 1.03 |
| c) | Exhibit C | Tenant's Work – See Section 3.03 |
| d) | Exhibit D | Sign Criteria – See Attachment |
| | Attachment | Guaranty of Lease – See Section 19.22 |

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed effective the day and year first above written. In the event that a fully executed original of this Lease has not been returned to Landlord by Tenant within ten (10) days after Landlord's execution thereof, Landlord's offer to lease the Leased Premises shall be deemed withdrawn and of no further force or effect.

LANDLORD:

BELMOND PROPERTIES, LLC,
A Michigan Limited Liability Company

By: _____
JMC Management LLC, as property manager on
behalf of landlord
By: Christina L. Rice
Its: Agent
Date:

TENANT:

SOCIALITE EVENT GALLERY, LLC
A Michigan Limited Liability Company

By: _____
Its:
EIN#:
Date:

TENANT:

Najae Dixon

Individually, Jointly and Severally
S.S. #
Driver License #
Date:

TENANT:

Donovan Dixon

Individually, Jointly and Severally

S.S. #

Driver License #

Date:

Acknowledgment of Landlord

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20____, before me personally came _____, as Agent for JMC Management LLC, a Michigan Limited Liability Company, Property Manager for Landlord, of being authorized so to do, who acknowledged to me that he executed the same on behalf of and in the name of such company.

Notary Public
Acting in _____ County
My Commission Expires _____

Acknowledgment of Tenant

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 20__, before me personally came _____, who executed this Lease collectively on behalf of Tenant.

Notary Public
Acting in _____ County
My Commission Expires _____

EXHIBIT A - PROPERTY SITE PLAN

[See Section 1.01 & 1.02]

EXHIBIT B - MEMORANDUM OF RENT COMMENCEMENT DATE
[See Section 1.03]

THIS MEMORANDUM OF RENT COMMENCEMENT DATE is entered into this 16th day of July 2024, by BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company ("**Landlord**"), and SOCIALITE EVENT GALLERY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY ("**Tenant**").

RECITALS

A. Landlord and Tenant have previously executed that certain Lease Agreement dated July 16, 2024 ("**Lease**"), pursuant to which Tenant has leased from Landlord certain Leased Premises more particularly described therein.

B. Pursuant to the provisions of **Section 1.03** of the Lease, Landlord and Tenant have agreed to execute this Memorandum of Commencement Date to specify the Rent Commencement Date of the Lease Term.

NOW, THEREFORE, in consideration of the foregoing recitals, the execution and delivery of the Lease and other good and valuable considerations, the receipt, sufficiency and validity which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Rent Commencement Date.** The Rent Commencement Date is August 1, 2024, and the expiration date of the initial term of the Lease is October 31, 2027.

2. **Options.**

INTENTIONALLY LEFT BLANK

3. **Address.** The street address of the Leased Premises is: **16184 Middlebelt Rd., Livonia, MI 48184.**

4. **Notice.** Tenant's address for notices is: **16184 Middlebelt Rd., Livonia, MI 48184**

5. **Definitions.** Capitalized terms used in this Memorandum of Rent Commencement Date without definition shall have the meanings assigned to such terms in the Lease, unless the context requires otherwise.

6. **Full Force and Effect.** Except as specifically modified by this Memorandum of Rent Commencement Date, the Lease remains in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum of Rent Commencement Date as of the date and year first above written.

LANDLORD:

BELMOND PROPERTIES, LLC
a Michigan Limited Liability Company

TENANT:

SOCIALITE EVENT GALLERY, LLC
a Michigan Limited Liability Company

By: _____
JMC Management LLC, as Property Manager on
behalf of Landlord
By: Christina L. Rice
Its: Agent
Date:

By:
It's:
Federal Tax Id#
Date:

EXHIBIT C – TENANT’S WORK
[See Section 3.03]

Tenant hereby agrees to construct Tenant’s improvements within the Leased Premises in accordance with Plans and Specifications approved by Landlord, to be subsequently submitted by Tenant. Upon submission of said Plans and Specifications, and Landlord’s approval of same, said Plans and Specifications shall be deemed to be **Exhibit “C”**.

EXHIBIT D – SIGN CRITERIA

SIGN CRITERIA

A. General:

(1) Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere within the Property, except in the interior of the leased premises, without Landlord's prior written approval. No symbol, design name, mark or insignia adopted by the Landlord for the Property shall be used without the prior written consent of Landlord. No illuminated signs located in the interior of any store and which are visible from the outside shall advertise any product. All signs located in the interior of any store shall be in good taste so as not to detract from the general appearance of the store and the Property. Tenant further agrees to maintain in good condition and repair at all times any such sign or advertising matter of any kind which has been approved by Landlord for use by Tenant.

(2) The furnishings and installation of a sign and the costs incurred shall be the responsibility of the Tenant. Sign construction is to be completed in compliance with the instructions, limitations and criteria contained herein.

(3) Each Tenant will be required to identify its premises by a sign.

(4) Service doors will be provided with uniform signs identifying stores by the Landlord. Tenant shall not post any other additional signs.

(5) All signs and location of same must be approved by the applicable governmental authorities and Landlord. Submit four (4) prints of sign design and details to Landlord for approval.

(6) Sign location will be designated by the Landlord. Sign location may be such that the centerline of the sign is not centered over the centerline of the Tenant's store front.

(7) Tenant's sign contractor shall provide the necessary and required backing and framing behind the sign facia to support Tenant's sign.

B. Sign Criteria:

(1) The wording of the signs shall be limited to the store name only, and such name shall not include any items sold therein.

(2) The use of corporate shields, crests, logos, or insignia will be permitted provided such corporate shields, crests, logos or insignia shall not exceed the average height for sign

letters.

(3) The average height of sign letters or components shall not exceed 30" with no letter larger than 36".

(4) The extreme outer limits of sign shall not exceed 63% of the store width.

(5) The following design standards will be adhered to:

(a) Sign letters shall be individual and shall be of metal sides, plastic face, trim caps and mounted directly on sign transformer housing which shall be attached to metal canopy fascia of covered walkway.

(b) All letters shall have concealed attachment devices, clips, wiring and transformer. No exposed tubing or lamps will be permitted.

(c) Tenant's Sign Contractor shall wire sign and make connection from metal canopy fascia, to which sign is to be attached, to junction box above canopy ceiling near storefront.

(d) No exposed conduit or junction boxes on face of metal canopy fascia will be permitted.

C. Prohibited Types of Signs or Sign Components:

(1) Moving or rotating signs.

(2) Signs employing moving or flashing lights.

(3) Signs exhibiting the names, stamps or decals of the sign manufacturer or installer.

(4) Signs employing painted and/or non-illuminated letters.

(5) Cloth, wood, paper or cardboard signs, stickers, decals or painted signs around or on exterior surfaces (including interior surfaces of doors and/or windows) of the premises.

(6) Signs employing noise making devices and components.

(7} Signs, letters, symbols or identification of any nature, painted directly on surfaces exterior to the premises.

(8} Free-standing signs.

(9} Signs employing unedged or uncapped plastic letters or letters with no returns and exposed fastenings.

(10} Box signs.

GUARANTY OF LEASE

In consideration of and as a material inducement to **BELMOND PROPERTIES, LLC, a Michigan Limited Liability Company** ("Landlord") executing and delivering simultaneously herewith, in reliance upon this Guaranty that certain Lease Agreement ("Lease") dated on or about the date of this Guaranty, between Landlord and **SOCIALITE EVENT GALLERY, LLC, a Michigan Limited Liability Company** ("Tenant"), the undersigned (hereinafter referred to as the "Guarantor") hereby unconditionally and absolutely guarantees unto Landlord, its successors and assigns, the full, prompt and complete payment by Tenant of any Minimum Rent, Additional Rent and any additional payments, as these terms may be provided for and used in the Lease and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease on Tenant's part to be performed or observed.

Guarantor does hereby waive notice of any and all defaults on the part of Tenant, waives acceptance and notice of acceptance of this Guaranty, and waives all demands for payment or performance. Guarantor agrees that no delay on the part of Landlord in enforcing any of its rights or remedies or insisting thereupon, nor any extension of time nor any charges or modifications in or to, or in connection with the Lease, shall in any way limit, affect or impair the liability of Guarantor hereunder; and Guarantor hereby expressly consents to and approves thereof with the same force and effect as though his written consent had been given to each of such delays, extensions, changes and modifications.

This Guaranty is independent of and in addition to any security or other remedies which Landlord has or may have for the performance of any of the obligations on the part of Tenant. Guarantor agrees that Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guaranty, but that Landlord may proceed hereunder against Guarantor at any time it sees fit, independently of or concurrently with any other remedies it may have.

The undersigned agrees that in the event of insolvency, bankruptcy, or reorganization of Tenant, any liquidation, dissolution, winding-up or cancellation of the legal status of Tenant, any composition or arrangement by Tenant with its creditors, and irrespective of any rejection, assignment or termination of the Lease or any of the terms and conditions thereof by Tenant or any trustee of Tenant in connection with any petition for bankruptcy or reorganization filed by Tenant under the Bankruptcy Code or any other applicable federal or state law, the undersigned shall, nonetheless, remain liable hereunder for the full and complete performance of the terms and conditions of the Lease to be complied with or performed by Tenant during the entire Lease Term designated in the Lease.

No set-off, counterclaim, reduction or diminution of any obligation, or any defense of any kind or nature which the Guarantor has or may have against Landlord shall limit or in any way affect the obligations of the Guarantor hereunder.

It is understood that the liability hereunder of Guarantor shall continue for and during the entire term of the Lease and any renewals or extensions thereof, notwithstanding any assignment

of the Lease or subletting of all or any portion of the Leased Premises demised under the Lease. This Guaranty shall not be limited to any amount or time and shall at all times include the full indebtedness and all other liability and obligation of Tenant, or any assignee or subtenant of Tenant, to Landlord under the Lease.

If any Guarantor is an entity and is merged into or with any other company, firm or corporation, or conveys or distributes its assets to one or more entities or individuals, the resulting merged company, firm or corporation or the acquirer or distributee, as the case may be, shall become liable as the Guarantor hereunder, to the same extent as the Guarantor.

If any Guarantor is a corporation or a partnership (general or limited), firm or other entity the officers or partners executing this Guaranty on behalf of Guarantors hereby jointly and severally warrant and represent that the Guarantor has full power and authority to guarantee the Lease and to make and execute this Guaranty and that this Guaranty is fully and legally binding upon Guarantor.

In the event an action or proceeding is brought by Landlord to enforce this Guaranty Agreement or Landlord appears in any action or proceeding in any way connected with or growing out of this Guaranty Agreement, then and in any such event, Guarantor shall pay to Landlord all costs and expenses including, without limitation, reasonable attorney fees relating to such action or proceeding, including, without limitation, all costs and expenses, including reasonable attorney fees, incurred in obtaining, collecting or enforcing any judgment against Guarantor.

If this Guaranty is executed by two (2) or more corporation, individuals, firms, partnerships (general or limited) or other entities (or any combination thereof) the liability of said parties executing this Guaranty shall be joint and several.

Guarantor hereby waives trial by jury in any action, proceeding or counterclaim brought by Landlord against Guarantor on or in respect of any matter whatsoever arising out of or in any way connected with the Lease or this Guaranty, the relationship of Landlord and Tenant hereunder, Tenant's use or occupancy of the Leased Premises and/or any claim of injury or damage.

It is the intent of the Guarantor that all questions and/or disputes with respect to this Guaranty or the Lease and the rights and the liabilities of the parties thereto shall be determined in accordance with the laws of the State of Michigan. Any and all such disputes shall be filed either in the Circuit Court of Oakland County, Michigan or the court of competent jurisdiction in the jurisdiction in which the Property is located, such choice to be made in the sole discretion of the party filing suit.

This Guaranty shall be binding upon the undersigned, the undersigned's successors and assigns, and shall inure to the benefit of Landlord, its successors and assigns and to the benefit of any successor to the interest of Landlord under the Lease.

GUARANTOR:

Najae Dixon

Individually, Jointly and Severally

S.S. #

Driver License #

Date:

GUARANTOR:

Donovan Dixon

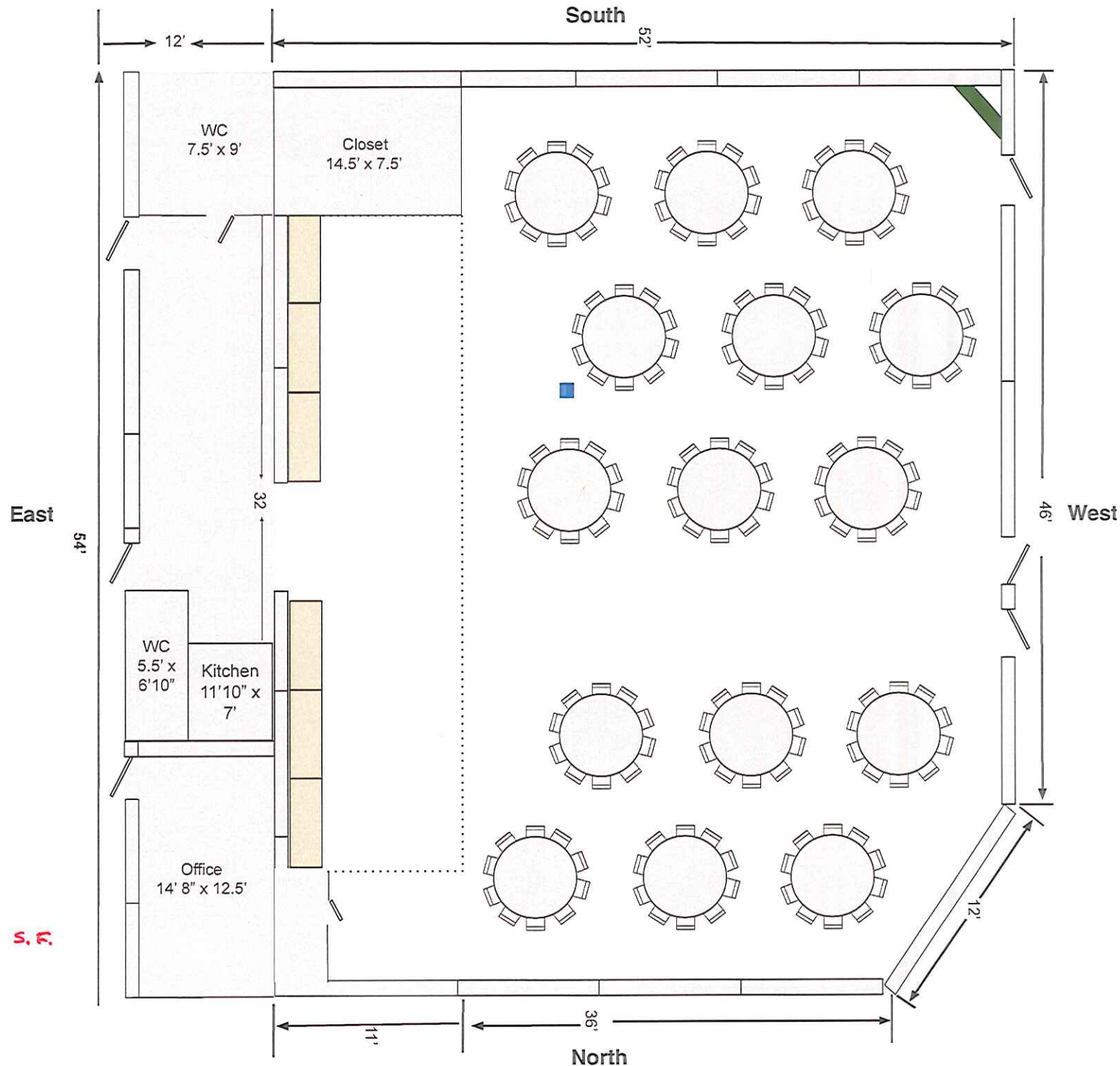
Individually, Jointly and Severally

S.S. #

Driver License #

Date:

Socialite Event Gallery
16184 Middlebelt Rd
Livonia, MI 48154



TOTAL CALCULATED
INTERIOR AREA: 3,416 S.F.

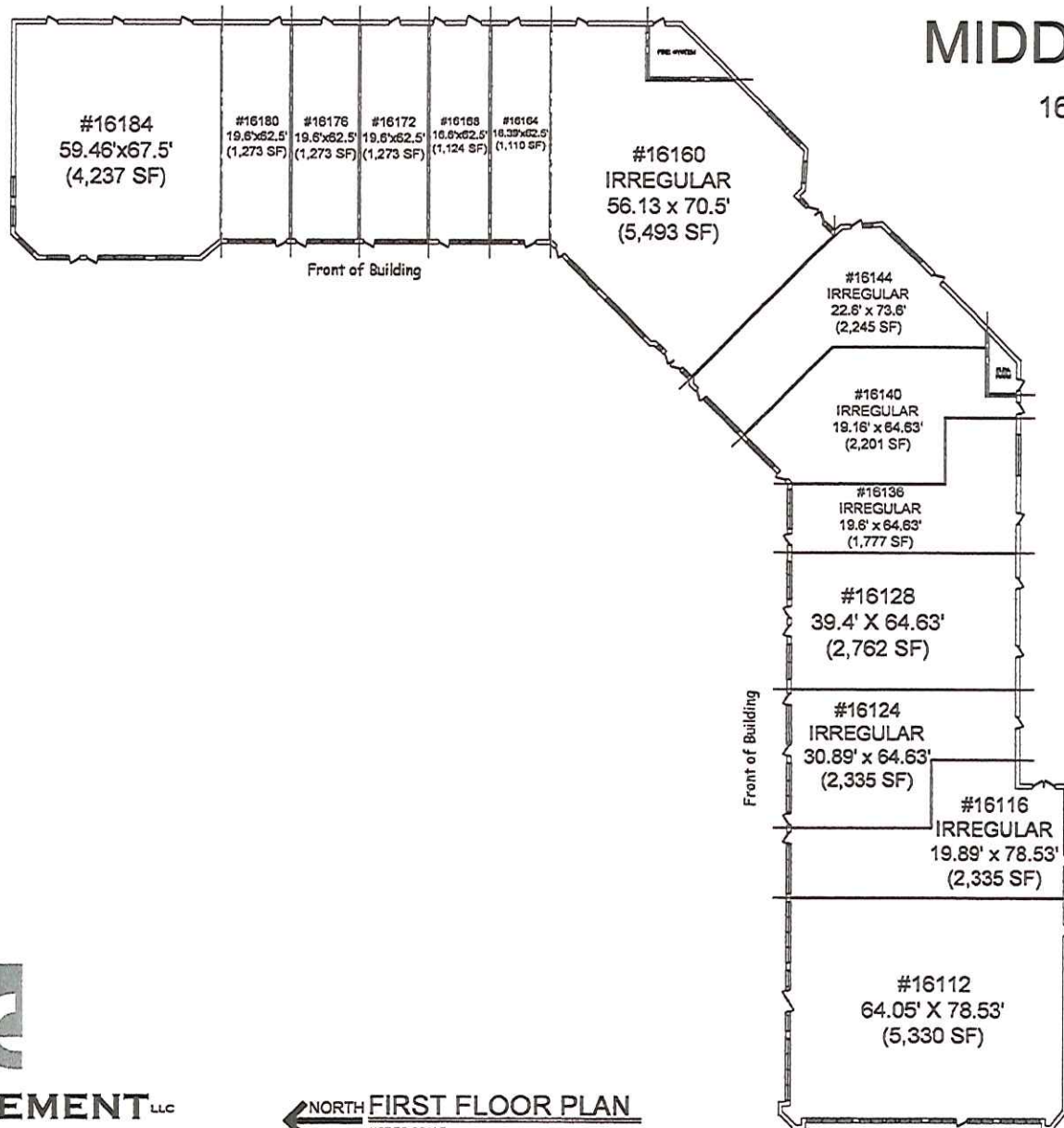
16112-84 MIDDLEBELT ROAD



JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

SHOPS AT MIDDLEBELT POINTE

16112-84 MIDDLEBELT ROAD



NOTES:

1. TENANT SPACE AREA CALCULATIONS WHERE EXISTING DEMISING WALLS ARE PRESENT; DETERMINED BY MEASUREMENT TO THE CENTER OF DEMISING WALLS/PARTITIONS AND TO THE EXTERIOR FACE OF EXTERIOR WALLS.
2. INTERIOR TENANT SPACE WIDTH AND DEPTH DIMENSIONS ARE APPROXIMATE AS SHOWN. FOR EXACT WIDTH AND DEPTH DIMENSIONS, EACH TENANT SPACE SHOULD BE MEASURED BY A QUALIFIED PROFESSIONAL.
3. THE ORIENTATION OF THE INDICATED NORTH ARROW MAY NOT BE 'TRUE NORTH', BUT IS SUBSTANTIALLY NORTH. AS SUCH, IT IS 'CALLED NORTH' AND IS NOT INTENDED FOR NAVIGATIONAL USAGE.
4. UNIT SIZES & AREA ARE APPROXIMATE.



JMC MANAGEMENT LLC
A FULL SERVICE BROKERAGE AND MANAGEMENT FIRM

← NORTH FIRST FLOOR PLAN
NOT TO SCALE

Socialite Lounge /16184 Middlebelt

From Fisher, Mike <mfisher@livonia.gov>

Date Fri 5/16/2025 2:48 PM

To Stierna, Matthew <mstierna@livonia.gov>; Kasprowicz, Sara <skasprowicz@livonia.gov>; Goff, Erika <egoff@livonia.gov>; Ronayne, Jeffrey <jeffrey.ronayne@livoniapd.com>

 1 attachment (257 KB)

Unlicensed_Premises_-_Consumption.pdf;

Please put this stuff in the packets. Thanks.

Mike Fisher

Chief Assistant City Attorney
City of Livonia | Law Department
(734) 466-2520
mfisher@livonia.gov

From: Jeffrey Ronayne <jeffrey.ronayne@LivoniaPD.Com>

Sent: Friday, May 16, 2025 10:35 AM

To: Fisher, Mike <mfisher@livonia.gov>

Cc: Stierna, Matthew <mstierna@livonia.gov>

Subject: Re: Socialite Lounge /16184 Middlebelt

Good morning, Mike,

I am not overly familiar with this site.

Our computer yields the following results for runs generated to 16184 Middlebelt:

06/19/2022, 12:14 AM - Noise Complaint. Area check for a loud party. Officers spoke with owner of the business. They advised they were closing it down for the evening (No police report).

12/09/2022, 11:44 PM - Noise Complaint. Loud music & party (No police report).

12/10/2022, 11:09 PM - Noise Complaint, Reporting person says that the Social Lite has a loud party going on. He believes that the party has spilled into the parking lot to include people smoking marijuana in the lot. 11:25 PM, advised to turn music down. No one in the parking lot when scout car arrived (No police report).

12/11/2022, 12:03 AM - Noise Complaint. Reporting person stated Social Lite is playing loud music. 1:03 AM, officers report, all quiet (No police report).

08/25/2023, 11:12 PM - Noise Complaint. Reporting person states there is a loud thumping noise coming from the gallery. RP would like officers to go and talk to them. Officers advised Gallery (No police report).

10/05/2023, 4:10 PM - Suspicious Persons. Suspicious males appear to have long rifles on slings and handguns. Officers were informed these subjects were security for a funeral. No crime had occurred during the incident (No police report).

11/25/2023, 11:18 PM - Noise Complaint. Reporting person states there is loud music playing from the building. RP states this is an ongoing issue for the past two years. All quiet upon officers arrival (No police report).

12/16/2023, 11:27 PM - Noise Complaint.

- 00:15:43 - THE MUSIC WAS TURNED OFF BY THE TIME OFFICERS ARRIVED. OFFICERS SAT OUTSIDE THE BUSINESS WAITING FOR THE SUBJECTS TO LEAVE. WHILE WAITING, AN INTENSE ARGUMENT BROKE OUT BETWEEN SUBJECTS. THERE WAS A TON OF YELLING AND SCREAMING. TOOK APPROXIMATELY 20 MINUTES FOR ALL SUBJECTS TO CLEAR THE PAVING LOT. NO SUBJECTS APPROACHED POLICE AND REQUESTED AN ASSAULT REPORT OR ANY MEDICAL ATTENTION - 23:27:54 - RP STATED THAT THERE IS STILL PEOPLE AT THE SOCIAL GALLERY AND THE MUSIC IS STILL VERY LOUD. RP STATED THAT HE CAN HEAR THE MUSIC FROM INSIDE HIS HOUSE. RP IS REQUESTING TO SPEAK WITH OFFICERS AT HIS RESIDENCE. PEOPLE YELLING AT EACH OTHER (No police report).

07/14/2024, 3:11 PM - Property Damage Accident. 2 car PDA pulled into parking lot of Social Lite.

09/21/2024, 11:45 PM - Noise Complaint. RP STATES THAT THE EVENT TAKING PLACE AT THIS LOCATION IS PLAYING LOUD MUSIC, WOULD LIKE THE NOISE ORDINANCE ENFORCED. - 23:53:35 - PARTY WAS OVER AND EVERYTHING WAS QUIET

Just a reminder that the MLCC has no jurisdiction over businesses that do not hold a liquor license, that responsibility falls on the local authorities. Please see attach information sheet from the MLCC concerning alcoholic beverage consumption and sampling in unlicensed premises.

I hope this helps.

Jeff

Investigator Jeff Ronayne
Livonia Police Department
Detective Bureau
734.466.2336

Visit us on:

FaceBook: <http://www.facebook.com/pages/Livonia-Police-Department/167698263402702>

Twitter: <https://twitter.com/LivoniaPD> | Nixle: <http://local.nixle.com/livonia-police-department/>



STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN LIQUOR CONTROL COMMISSION

Alcoholic Beverage Consumption and Sampling in Unlicensed Premises

Recently, the Michigan Liquor Control Commission ("Commission") has received numerous inquiries regarding the legality of non-licensed businesses allowing consumers to consume alcoholic beverages in their establishments, and numerous inquiries regarding non-licensed businesses offering free samples of alcoholic beverages to consumers.

The Liquor Control Code of 1998 generally prohibits alcoholic beverage consumption in non-licensed establishments pursuant to MCL 436.1913 and MCL 436.2027. However, since the participating establishments do not hold liquor licenses, the Commission does not have jurisdiction over them and is powerless to take enforcement action against these unlicensed businesses. **Therefore, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and the local prosecutor. Any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverages samplings and tastings for monetary gain should be referred to the local law enforcement agency for enforcement action.**

Consumption:

MCL 436.1913 of the Liquor Control Code prohibits the consumption of alcoholic liquor (beer, wine or spirits) on any premises or place for "consideration" unless the premises are licensed by the Michigan Liquor Control Commission to allow consumption on the premises. Basically, alcoholic beverage consumption for consideration is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. The term "consideration" is defined to include, "any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food."

MCL 436.1913 prohibits "blind pigs" or other commercial establishments that charge an entry fee or sell food, ice, mixer or other liquids to consumers and allow consumers to bring in their own alcoholic beverages. The statute would also prohibit any other non-licensed business from serving or allowing the consumption of alcoholic beverages as part of their business when the consumer has paid for some other service, such as barbershop, hair salon, tanning salon, limousine service, etc. If consumers are paying any cover charge, entry fee, donation, or any other fee for any goods or services, or are purchasing food, ice, mixers or other liquids, the law prohibits allowing the consumption of alcoholic beverages unless the establishment is properly licensed through the Michigan Liquor Control Commission. This law would not prohibit a wedding reception, retirement party, open house, or other similar event that is not open to the public in a non-licensed facility whereby the attendees were guests and were not charged any fee whatsoever.

Note that the prohibition is for the consumption of any alcoholic beverage product and doesn't matter who is providing the alcohol or whether the person is bringing in his own alcohol. If there is any "consideration" involved, as defined by MCL 436.1913, the consumption of alcoholic beverages in an unlicensed establishment is a violation of MCL 436.1913 and the person providing the place is guilty of a felony pursuant to MCL 436.1909.

Sampling & Tasting:

MCL 436.2027 of the Liquor Control Code prohibits samplings or tastings of alcoholic liquor for “commercial purposes” unless the sampling or tasting is done at premises that are licensed by the Michigan Liquor Control Commission for the sale of alcoholic liquor for consumption on the premises. The term “commercial purposes” is further defined as, “means a purpose for which monetary gain or other remuneration could reasonably be expected.” The “monetary gain” could be direct such as receiving orders for wine purchases as a result of a sample or tasting, or a more indirect monetary gain such as increased business as a result of advertising free alcoholic beverage samples.

As with the ‘consumption for consideration’ prohibition as previously described, alcoholic beverage sampling and tasting is limited to licensed bars, taverns, restaurants, clubs, hotels or places holding a Special License issued to a non-profit organization by the Michigan Liquor Control Commission. There are also allowances under MCL 436.1537(5) of the Liquor Control Code for certain types of liquor licensees to conduct beer and wine sampling at licensed take-out locations with a sampling permit under certain restrictions. Also, under MCL 436.2027(4) and (5) of the Liquor Control Code, licensed suppliers can conduct spirit sampling with a sampling permit under certain restrictions at licensed take-out spirit locations. Lastly, licensed alcohol manufacturers can offer samples of the products they manufacture at their manufacturing locations and other MLCC approved locations (MCL 436.1537(3), (4), and (9), and MCL 436.2025 (1)).

MCL 436.2027 therefore prohibits in-home wine tasting parties conducted by alcoholic beverage suppliers, wholesalers and retailers, or any person directly or indirectly associated with them, who take orders for wine from attendees, but would also prohibit any tasting or sampling in unlicensed premises that results in a monetary gain as a result of an alcoholic beverage sampling or tasting.

If alcoholic beverage samplings or tastings are occurring on non-licensed premises for monetary gain, the person conducting the tasting may be guilty of a misdemeanor or a felony, depending on the circumstances, pursuant to MCL 436.1909.

Again, the Michigan Liquor Control Commission does not have jurisdiction over non-licensed premises. Because of that, the ultimate determination of whether a violation has occurred rests with the local law enforcement agency and local prosecutor. Therefore, any suspected violations of persons allowing the consumption of alcoholic beverages for consideration or conducting alcoholic beverages samplings and tastings for monetary gain should be referred to the local law enforcement agency.

If you have any questions on this matter, please don't hesitate to contact the Commission's Enforcement Division at 517-284-6330, although again please be advised that the Commission does not have jurisdiction over unlicensed premises.

Copies of MCL 436.1913 and MCL 436.2027

MCL 436.1913 Unlicensed premises or place; unlawful consumption of alcoholic liquor; exceptions; construction of section; "consideration" defined.

Sec. 913.

(1) A person shall not do either of the following:

(a) Maintain, operate, or lease, or otherwise furnish to any person, any premises or place that is not licensed under this act within which the other person may engage in the drinking of alcoholic liquor for consideration.

(b) Obtain by way of lease or rental agreement, and furnish or provide to any other person, any premises or place that is not licensed under this act within which any other person may engage in the drinking of alcoholic liquor for consideration.

(2) A person shall not consume alcoholic liquor in a commercial establishment selling food if the commercial establishment is not licensed under this act. A person owning, operating, or leasing a commercial establishment selling food which is not licensed under this act shall not allow the consumption of alcoholic liquor on its premises.

(3) This section shall not apply to any hotel or any licensee under this act.

(4) This section shall not be construed to repeal or amend section 1019.

(5) As used in this section, "consideration" includes any fee, cover charge, ticket purchase, the storage of alcoholic liquor, the sale of food, ice, mixers, or other liquids used with alcoholic liquor drinks, or the purchasing of any service or item, or combination of service and item; or includes the furnishing of glassware or other containers for use in the consumption of alcoholic liquor in conjunction with the sale of food.

436.2027 Samplings or tastings of alcoholic liquor; consumption on premises; holding of consumer sampling event; violation; rule or order; sampling for other than commercial purpose; written agreement; definitions.

Sec. 1027.

(1) Unless otherwise provided by rule of the commission, a person shall not conduct samplings or tastings of any alcoholic liquor for a commercial purpose except at premises that are licensed by the commission for the sale and consumption of alcoholic liquor on the premises.

(2) Notwithstanding section 1025(1) or (2), a retailer licensed by the commission for consumption on the premises may allow customers to sample beer, wine, and spirits if the retailer does not charge for the samples provided to customers. Sample serving sizes shall not exceed 3 ounces for beer, 2 ounces for wine, and 1/2 ounce for spirits. A customer shall not be provided more than 2 samples within a 24-hour period per licensed premises.

(3) This section does not prohibit any of the following:

(a) A vendor of spirits, brewer, wine maker, mixed spirit drink manufacturer, small wine maker, outstate seller of beer, outstate seller of wine, or outstate seller of mixed spirit drink, or a bona fide market research organization retained by 1 of the persons named in this subsection, from conducting samplings or tastings of an alcoholic liquor product before it is approved for sale in this state if the sampling or tasting is conducted pursuant to prior written approval of the commission.

(b) An on-premises licensee from giving a sampling or tasting of alcoholic liquor to an employee of the licensee during the legal hours for consumption for the purpose of educating the employee regarding 1 or more types of alcoholic liquor if the employee is at least 21 years of age.

(c) A small distiller licensee from giving a sampling or tasting of brands it manufactures on the licensed premises or an off-site tasting facility operated by that small distiller.

(d) A micro brewer, brewpub, or on-premises licensee from allowing the sampling and consumption on the licensed premises of beer, wine, mead, honey-based beer, or cider produced by 1 or more home brewers at a meeting of home brewers, or a club composed primarily of home brewers, under the following circumstances:

(i) The sampling or consumption is for the purpose of exhibitions or competitions involving home brewers.

(ii) The beer, honey-based beer, or cider is served in portions that do not exceed 3 ounces. The wine or mead is served in portions that do not exceed 2 ounces.

(iii) The beer, wine, mead, honey-based beer, or cider produced by the home brewer is only consumed by the home brewer, the home brewer's family, a club member, a judge, or a guest speaker and is not sold to members of the general public.

(iv) The participants in the sampling or consumption otherwise comply with applicable state and federal law and applicable regulatory provisions of this act and rules adopted by the commission under this act.

(v) The participants in the sampling or consumption are not charged for the sampling or consumption of the beer, wine, mead, honey-based beer, or cider.

(4) A vendor of spirits or a manufacturer may conduct a consumer sampling event on the premises of a holder of a specially designated distributor license upon submission of a completed application to the commission.

(5) The holder of a consumer sampling event license shall comply with the following:

(a) The commission must be notified in writing a minimum of 10 working days before the event with the date, time, and location of the event.

(b) The consumer sampling event is limited to 3 events per vendor of spirits or manufacturer per specially designated distributor license per month.

(c) The vendor of spirits or manufacturer conducting the consumer sampling event must have a licensed representative present at the specially designated distributor's establishment.

(d) Licensed representatives or an authorized representative may distribute merchandise, not to exceed \$100.00 in value, to consumers 21 years of age or older during the event.

(e) Participating specially designated distributor licensees do not receive any fee or other valuable consideration for participating in the event.

(f) Each consumer is limited to 3 samples, which total no more than 1/3 ounce of spirits per serving.

(g) The consumer is not charged for and does not purchase any sample.

(h) The alcoholic liquor used in the consumer sampling event is provided by the vendor of spirits or manufacturer, and purchased at the minimum retail selling price fixed by the commission from the specially

designated distributor on whose premises the event is located. The vendor of spirits or manufacturer shall remove any unfinished product from the premises at which the event is held upon completion of the event.

(i) A consumer sampling event shall not be allowed if the sale of alcoholic liquor is otherwise prohibited on the premises at which the event is conducted.

(j) Samples are not to be offered to, or allowed to be consumed by, any person under the legal age for consuming alcoholic liquor.

(k) A consumer sampling event may be advertised in any type of media and the advertisements may include the date, time, location, and other information regarding the event.

(l) The participating vendor of spirits or manufacturer and specially designated distributor licensees must comply with this act and commission rules.

(m) The vendor of spirits or manufacturer must demonstrate that the individual actually conducting the sampling has successfully completed the server training program in the manner provided for in section 906 and rules promulgated by the commission.

(6) Violation of this section subjects the vendor of spirits or manufacturer to the sanctions and penalties as provided for under this act.

(7) The commission, by rule or issuance of an order, may further define eligibility for licensure and processes for conducting consumer sampling events.

(8) A sampling or tasting of any alcoholic liquor in a home or domicile for other than a commercial purpose is not subject to this section.

(9) Before a micro brewer, brewpub, or on-premises licensee allows an event to be held under subsection (3)(d), the micro brewer, brewpub, or on-premises licensee shall enter into a written agreement with the home brewers or home brewers club stating all of the following:

(a) The date and time the event will be held.

(b) The location of the event.

(c) Either of the following:

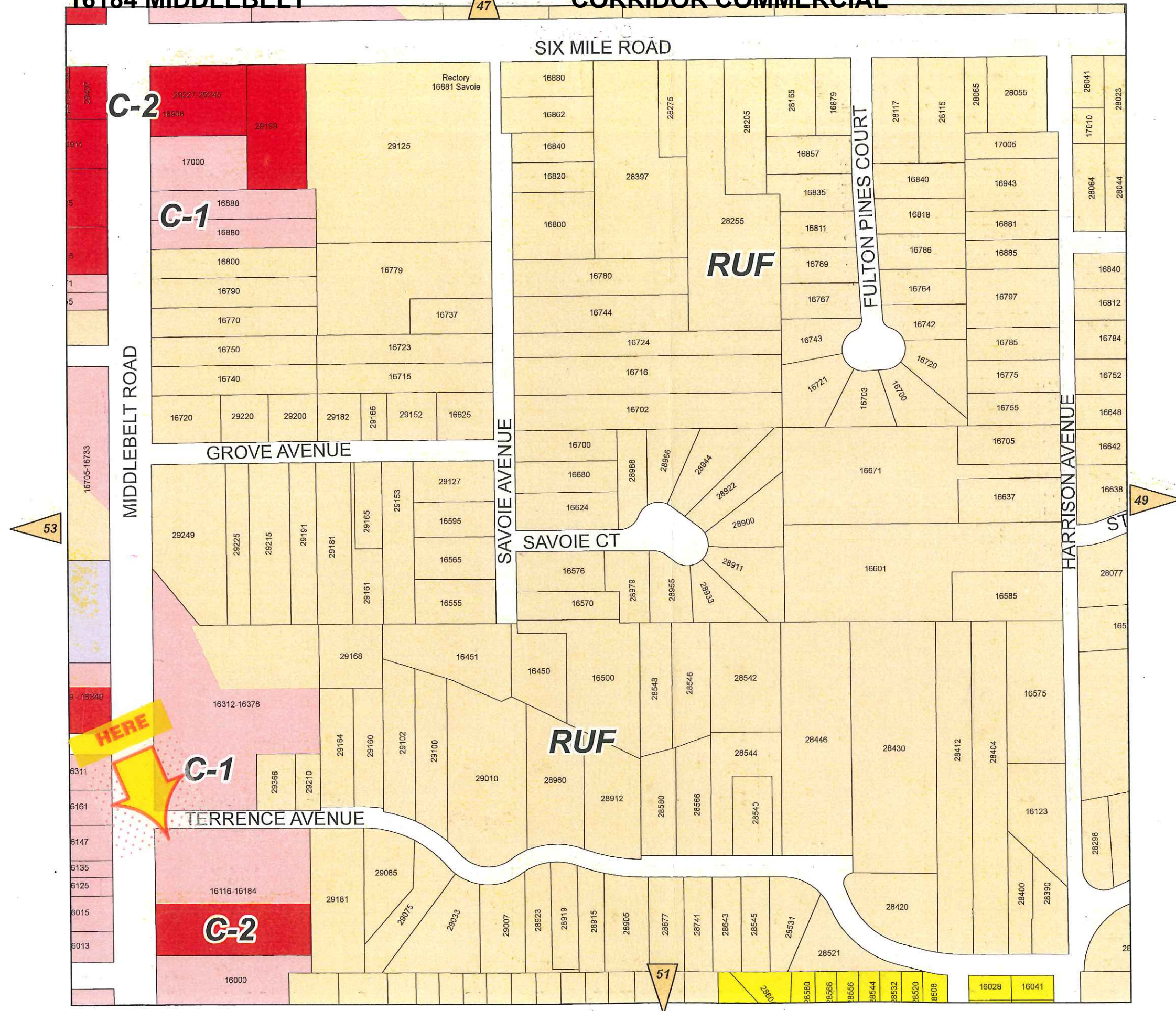
(i) A statement that the micro brewer, brewpub, or on-premises licensee acknowledges that it is not in control of an unregulated alcoholic beverage at its establishment and agrees to assume liability under section 801(3) for the event.

(ii) Proof that the home brewers or home brewers club has obtained a bond or liability insurance equal to that required under section 803(1).

(10) As used in this section:

(a) "Commercial purpose" means a purpose for which monetary gain or other remuneration could reasonably be expected.

(b) "Home brewer" means an individual who manufactures beer, wine, mead, honey-based beer, or cider at his or her dwelling.



ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

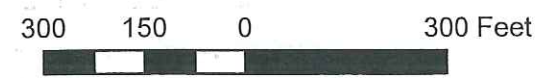
N.W. 1/4 Section 13

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

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ZONING BOARD OF APPEALS

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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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PUBLIC NOTICE OCTOBER 10, 2025

APPEAL CASE NO. 2025-07-21, 37604 Ann Arbor Road (tabled August 26, 2025): an appeal was made to the Zoning Board of Appeals by Joseph Mooradian on behalf of Lakepointe Yacht Club, seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and also includes an Electronic Message Center (ECM) while the proposed sign is not in compliance with the ordinance.

Minimum Setback

Required: 10 feet
Proposed: 5.5 feet
Deficient: 4.5 feet

Maximum Height

Allowed: 6 feet
Proposed: 10 feet
Excess: 4 feet

This Corridor Commercial property is located on the north side of Ann Arbor Road (37604), between Newburgh Road and Lakeview Drive, Lot. No. 121-02-0030-000, C-2, General Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (3) – Sign Regulations in C-2, C-3, and C-4 Districts – Monument signs.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Gallery on the 5th floor of City Hall on Tuesday, October 28, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.

In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.

Please call 734-466-2250 if you need assistance.

Case No: 2025-07-21
Meeting Date: October 28, 2025

[illegible]

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant Joseph Mooradian Address 1652 Trinity, Canton, MI 48187
Owner (same as applicant) Address (same as applicant)
Lessee n/a Address n/a
Location north Side of 37604 Ann Arbor Road Street
Between Newburgh And Lakeview Dr.
Lot No./Parcel No. 121-02-0030-000 Subdivision Horton's Newburgh Sub. 02
Zoning District C-2 Lot Size 0.306 acres Alley n/a
Present Use Commercial full-service restaurant Proposed Use (no change)
Present Building Size n/a Proposed Building Size n/a
Present Height of Building n/a Proposed Height n/a
Allowable Lot Coverage n/a Proposed Lot Coverage n/a

Proposal : Seeking to erect a monument sign resulting in a monument sign with deficient setback from the right-of-way, an excessive total height ~~and base width~~ and also includes an Electronic Message Center (ECM) while the proposed sign is not in compliance with the ordinance. Minimum setback required: 10 ft.; Proposed: ~~0 ft.~~ ^{4.5 ft.}; Deficient: ~~10 ft.~~ ^{4.5 ft.}; Maximum height allowed: 6 ft.; Proposed: ~~11.08 ft.~~ ^{10.25 ft.}; Excess: ~~5.08 ft.~~ ^{4 ft.}; Maximum base width allowed: 10 ft.; Proposed: 11.5 ft.; Excess: ~~1.5 ft.~~

Reason for Rejection Livonia Zoning Ordinance, Section: 11.08 (3) - Sign Regulations in C-2, C-3 & C-4 Districts - Monument signs

Deficient Side yard _____ Deficient Front Yard ~~10 feet~~ ^{4.5} Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area Per Room _____ Encroachment _____
Excessive Lot Coverage _____ Excessive Height ~~5.08 feet~~ ⁴ Increasing No. Units _____
Use Prohibited ECM w/non-compliant sign Deficient Parking Spaces _____ Increasing Area and Bulk ~~1.5 feet~~
Remarks LPD Traffic safety review required.

Plans and Application examined by *MP Sferna* Date July 3, 2025

APPLICATION FOR VARIANCE

Joseph Mooradian 1652 Trinity Canton, MI. 48187
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

N/A
 (Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

Vitale Signs 37037 Schoolcraft Rd, Livonia, 48150 (734) 542-4800
 (Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 37604 Ann Arbor Rd, Livonia, MI 48150

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? N/A

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

See Attachments

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

I don't believe the zoning ordinance needs to be changed. I am OK with a monument sign, I am just looking to keep it in the same location.

RECEIVED

JUN 26 2025

Inspection Department
 City of Livonia

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: No

9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? I don't feel like it needs to be rezoned

for a sign. I accept the new city ordinance as it pertains to sign.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. Note that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

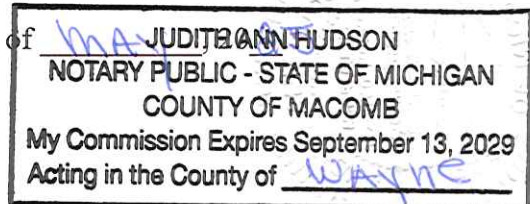
Signature of property owner: [Signature]

Please print name of property owner: Joseph D. Moradian

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 25 day of May

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires Sept. 13, 2029



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 6/26/2025, which reads as follows:

DEFICIENT SETBACK

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Signature]
(Supervisor)

Application for permit filed No

Violation Issued No

3. Please explain how the practical difficulty you claim is unique to your property and does not exist elsewhere in the city

(Answer) The difficulty we are experiencing that is unique to us, is we had a pole sign that was grandfathered in under the previous city ordinance, not only in height and width but in location too. Our sign was damaged beyond repair and now must be replaced with a sign more in line with the new ordinance however the only location for this sign is in the location of the previous sign which is within the 10 foot easement of Ann Arbor rd.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return

(Answer) Our sign was a vital part of our business. It was a landmark of sorts, a way for us to communicate with passing traffic. We are a small business and the outside of our building could easily be mistaken for other types of commerce without adequate signage. Preventing first time patrons from ever discovering the fact we are not only a bar but a full service restaurant and city of Livonia staple and one of the few places in the city open late to accommodate our factory workers, first responders, nurses, and any one else who works and eats outside of the standard 9 to 5 shift.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

(Answer) We are situated in a unique location, we do not have neighbors located to our left or right, we are situated between county park, wet lands, and lake Newburgh we do have neighbors across the street from us however some of those businesses are no longer open. There is a residential area located across the street from our location but I don't feel our proposed new sign is in anyway unfair to the residents, or the other businesses further down the road, I don't believe the location of our proposed sign is in anyway a safety risk for drivers or pedestrians and the new sign would be an improvement not only aesthetically but more importantly it will be much safer as we are going to remove the overhead wires and run the electrical underground.

(1) 61" X 76" DOUBLE FACE LED ILLUMINATED SIGN W/
30"X 76" 090" ALUMINUM CABINET / RADIUS TOP
1-1/2" RETURN
(2) 3/16" WHITE ACRYLIC FACES W/
(2) UV DIGITAL PRINTED TRANSLUCENT VINYL OVERLAYS

(1) DOUBLE FACE FULL COLOR
10MM THINKSIGN EMC WITH 25" X 76" X 7" DEEP
DISPLAY & CABINET

57" X 108" HIGH FIELDSTONE BASE, CONCRETE CURB AND
LANDSCAPING BY OTHER

OAH 10' 29 SQ. FT.



IMAGE (NTS)



2240 Lansing Ave., Jackson, MI 49202
2900 Alpha Access St., Lansing, MI 48910
663 S. Mainfield St., Ypsilanti, MI 48197
1965 Pine Creek Rd., Monroe, MI 49850
3750 Fortune Blvd., Saginaw, MI 48603
517.784.3720 | www.johnsonsignco.com

JOB NAME:
Lake Pointe Yacht Club

LOCATION:
37604 Ann Arbor Rd.
Livonia, MI 48150

ACCOUNT REP: SA

DESIGNER: LE

REVISION: _____

NOTES:
Furnish & Install
the Following:

FILE NAME:
250644-07

SCALE:
1/2"=1'

This design and all material
appearing hereon constitute
the original unpublished
work of Johnson Sign Co.
may not be duplicated,
used or disclosed without
written consent.



THIS SIGN IS INTENDED TO BE MANUFACTURED
IN ACCORDANCE WITH ARTICLE 601 OF THE
NATIONAL ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES. THIS INCLUDES
PROPER GROUNDING & BONDING OF THE SIGN.
SIGN WILL BEAR UL LABEL(S).

JOHNSON SIGN CO.
DOES NOT PROVIDE
PRIMARY ELECTRIC
TO SIGN LOCATION.
RESPONSIBILITY OF OTHERS

CUSTOMER APPROVAL: _____

DATE: _____



- (1) 61" X 76" DOUBLE FACE LED ILLUMINATED SIGN W/
30"X 76" 090" ALUMINUM CABINET / RADIUS TOP
1-1/2" RETURN
(2) 3/16" WHITE ACRYLIC FACES W/
(2) UV DIGITAL PRINTED TRANSLUCENT VINYL OVERLAYS

(1) DOUBLE FACE FULL COLOR
10MM THINKSIGN EMC WITH 25" X 76" X 7" DEEP
DISPLAY & CABINET

57" X 108" HIGH FIELDSTONE BASE, CONCRETE CURB AND
LANDSCAPING BY OTHER

OAH 10' 29 SQ. FT.



2240 Lansing Ave., Jackson, MI 49202
2700 Alpha Access St., Lansing, MI 48910
663 S. Marshall St., Ypsilanti, MI 48197
3665 Pine Creek Rd., Monroe, MI 48060
3750 Fortune Blvd., Saginaw, MI 48603
517-784-3720 | www.johnsonsignco.com

JOB NAME:
Lake Pointe Yacht Club

LOCATION:
37604 Ann Arbor Rd.
Livonia, MI 48150

ACCOUNT REP: SA

DESIGNER: LE

REVISION: _____

NOTES:
Furnish & Install

the Following:

FILE NAME:
250644-07

SCALE:
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PROPER GROUNDING & BONDING OF THE SIGN.
SIGN WILL BEAR UL LABEL(S).

JOHNSON SIGN CO.
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CUSTOMER APPROVAL: _____

DATE: _____



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30"X 76" 090" ALUMINUM CABINET / RADIUS TOP
1-1/2" RETURN
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2240 Lansing Ave., Jackson, MI 49202
2900 Alpha Access St., Lansing, MI 48910
6615 Mansfield St., Ypsilanti, MI 48197
1965 Pine Creek Rd., Marquette, MI 49860
3750 Fortune Blvd., Saginaw, MI 48603
517-784-3720 T. www.johnsonsign.com

JOB NAME:
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Livonia, MI 48150

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Furnish & Install
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DOES NOT PROVIDE
PRIMARY ELECTRIC
TO SIGN LOCATION
RESPONSIBILITY OF OTHERS

CUSTOMER APPROVAL: _____

DATE: _____



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
LINDSEY HAKALA
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSANAN

COUNCIL MEMBERS

BRANDON MCCULLOUGH, President
MARTHA PTASHNIK, Vice President
CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

SEPTEMBER 2, 2025

Joseph Mooradian
37604 Ann Arbor Rd
Livonia, MI 48150

Mr. Mooradian,

The Zoning Board of Appeals of the City of Livonia, at a special meeting held August 26, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-07-21, 37604 Ann Arbor Road: an appeal was made to the Zoning Board of Appeals by Joseph Mooradian on behalf of Lakepointe Yacht Club, seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (EMC) while the proposed sign is not in compliance with the ordinance.

This Corridor Commercial property is located on the north side of Ann Arbor Road (37604), between Newburgh Road and Lakeview Drive, Lot. No. 121-02-0030-000, C-2, General Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (3) – Sign Regulations in C-2, C-3, and C-4 Districts – Monument signs,

Minimum Setback

Required: 10 feet
Proposed: 0 feet
Deficient: 10 feet

Maximum Height

Allowed: 6 feet
Proposed: 11.08 feet
Excess: 5.08 feet

Maximum Base Width

Allowed: 10 feet
Proposed: 11.5 feet
Excess: 1.5 feet

be tabled to allow the Petitioner to come back with a revised plan, including a reduction in sign dimensions, such as height and width, and also including a detailed plan on the landscaping around the side that would create an open space.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

cc: Vitale Signs

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

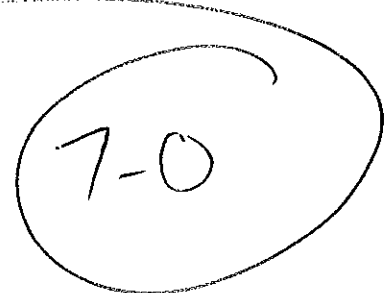
Meeting Date: August 26, 2025

3. APPEAL CASE NO. 2025-07-21, Joseph Mooradian on behalf of Lakepointe Yacht Club, 37604 Ann Arbor Road: Seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (EMC) while the proposed sign is not in compliance with the ordinance.

Motion To:		Comments:
Support		
Deny		
Table	X	
Other		

Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
X		Greg Coppola - Chairman	X			
		Jim Baringhaus - Vice Chairman	X			
	X	Timothy Klisz - Secretary	X			
		Michael Testa	X			
		Marc Rotondo	X			
		Brian Meagher	X			
		Lindsey Hakala	X			
CONDITIONS						
1.	For Pethura to core suck w/ a new					
2.	proposal					
3.						
4.						

ZBA Secretary: Timothy Klisz



To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No:
Meeting Date:

2025-07-21
August 26, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

Objection:

The existing exterior lighting & shines directly on my house & is disruptive. Please observe the lighting after dark & determine if any codes are being violated.

Adding an additional lighted sign would add to the disturbance and further reduce the quality of life in the surrounding neighborhood.

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature:

Name:

Address:

SH Smith

Stephen Smith

(Please print)

9814 Horton

*Livonia, MI
48150*

RECEIVED

AUG 26 2025

**CITY OF LIVONIA
ZONING BOARD OF APPEALS**

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
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CARRIE BUDZINSKI
ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE AUGUST 8, 2025

APPEAL CASE NO. 2025-07-21, 37604 Ann Arbor Road: an appeal was made to the Zoning Board of Appeals by Joseph Mooradian on behalf of Lakepointe Yacht Club, seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (EMC) while the proposed sign is not in compliance with the ordinance.

This Corridor Commercial property is located on the north side of Ann Arbor Road (37604), between Newburgh Road and Lakeview Drive, Lot. No. 121-02-0030-000, C-2, General Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (3) – Sign Regulations in C-2, C-3, and C-4 Districts – Monument signs.

Minimum Setback

Required: 10 feet
Proposed: 0 feet
Deficient: 10 feet

Maximum Height

Allowed: 6 feet
Proposed: 11.08 feet
Excess: 5.08 feet

Maximum Base Width

Allowed: 10 feet
Proposed: 11.5 feet
Excess: 1.5 feet

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, August 26, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.

In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.

Please call 734-466-2250 if you need assistance.

Case No: 2025-07-21
Meeting Date: August 26, 2025

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

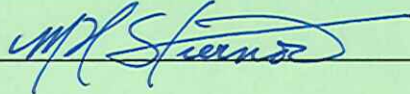
Applicant <u>Joseph Mooradian</u>	Address <u>1652 Trinity, Canton, MI 48187</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>north</u>	Side of <u>37604 Ann Arbor Road</u> Street
Between <u>Newburgh</u>	And <u>Lakeview Dr.</u>
Lot No./Parcel No. <u>121-02-0030-000</u>	Subdivision <u>Horton's Newburgh Sub. 02</u>
Zoning District <u>C-2</u>	Lot Size <u>0.306 acres</u> Alley <u>n/a</u>
Present Use <u>Commercial full-service restaurant</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to erect a monument sign resulting in a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (ECM) while the proposed sign is not in compliance with the ordinance. Minimum setback required: 10 ft.; Proposed: 0 ft.; Deficient: 10 ft., Maximum height allowed: 6 ft.; Proposed: 11.08 ft.; Excess: 5.08 ft., Maximum base width allowed: 10 ft; Proposed: 11.5 ft.; Excess: 1.5 ft.

Reason for Rejection Livonia Zoning Ordinance, Section: 11.08 (3) - Sign Regulations in C-2, C-3 & C-4 Districts - Monument signs

Deficient Side yard	Deficient Front Yard	<u>10 feet</u>	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area Per Room		Encroachment
Excessive Lot Coverage	Excessive Height	<u>5.08 feet</u>	Increasing No. Units
Use Prohibited	<u>ECM w/non-compliant sign</u>	Deficient Parking Spaces	Increasing Area and Bulk
			<u>1.5 feet</u>

Remarks LPD Traffic safety review required.

Plans and Application examined by  Date July 3, 2025

(1) 61" X 76" DOUBLE FACE LED ILLUMINATED SIGN W/
30"X 76" 090" ALUMINUM CABINET / RADIUS TOP
1-1/2" RETURN
(2) 3/16" WHITE ACRYLIC FACES W/
(2) UV DIGITAL PRINTED TRANSLUCENT VINYL OVERLAYS

(1) DOUBLE FACE FULL COLOR
10MM THINKSIGN EMC WITH 25" X 76" X 7" DEEP
DISPLAY & CABINET

(1) 6" x 76" x 16" DEEP .090" ALUMINUM POLE COVER
SIGN MOUNTED WITH (1) STEEL POST
BURIED IN A NEW FOUNDATION

72" X 138" HIGH FIELDSTONE BASE BY OTHER

29 SQ. FT.



2240 Lansing Ave., Jackson, MI 48202
2900 Alpha Access St., Lansing, MI 48910
603 S. Mansfield St., Ypsilanti, MI 48197
1965 Pine Creek Rd., Marquette, MI 49660
3750 Fortune Blvd., Saginaw, MI 48603
517-784-8720 | www.johnsonsign.com

JOB NAME:
Lake Pointe Yacht Club

LOCATION:
37604 Ann Arbor Rd.
Livonia, MI 48150

ACCOUNT REP: SA

DESIGNER: LE

REVISION: _____

NOTES:
Furnish & Install

the Following:

FILE NAME:
250644-04

SCALE:
1/2"=1'

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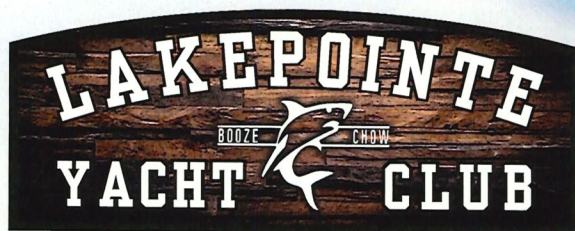


IMAGE NTS



THIS SIGN IS INTENDED TO BE MANUFACTURED
IN ACCORDANCE WITH ARTICLE 600 OF THE
NATIONAL ELECTRICAL CODE AND/OR OTHER
APPLICABLE LOCAL CODES. THIS INCLUDES
PROPER GROUNDING & BONDING OF THE SIGN.
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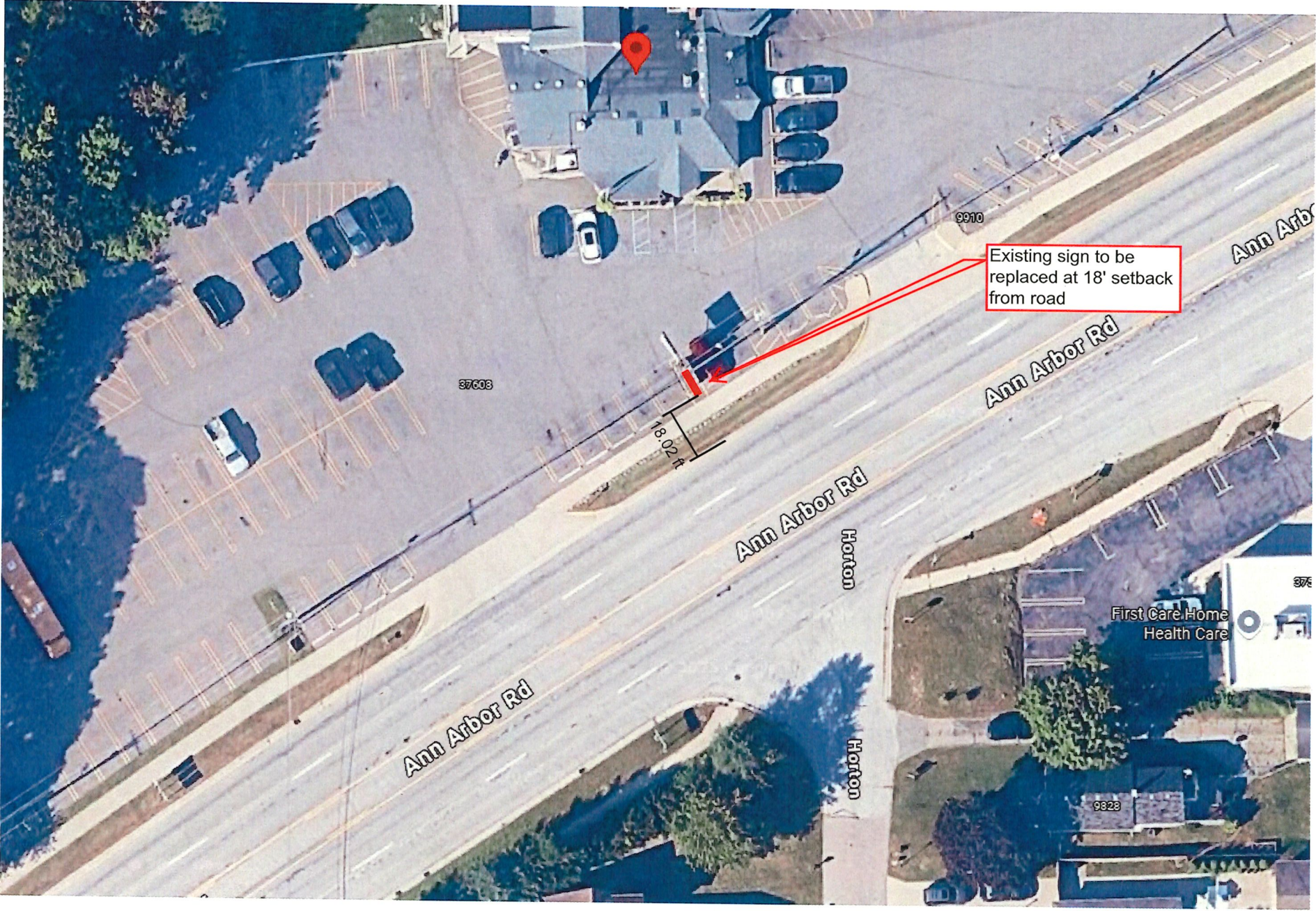
CUSTOMER APPROVAL: _____

DATE: _____



INTERNATIONAL SIGN ASSOCIATION

37604 Ann Arbor Rd



Existing sign to be replaced at 18' setback from road

37603

18.02 ft

Ann Arbor Rd

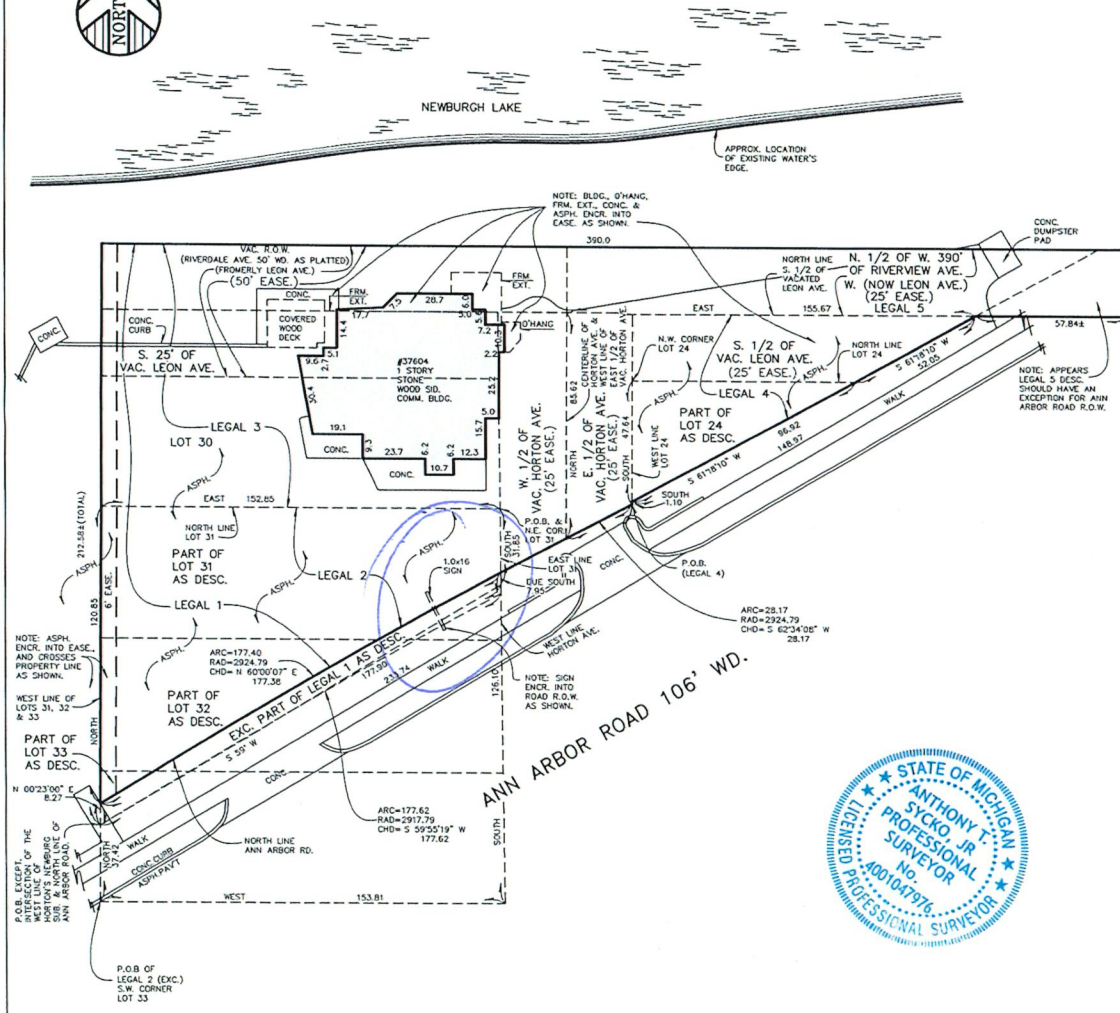
Horton

9910

First Care Home Health Care

9828





MORTGAGE SURVEY

CERTIFIED TO: CENTRAL LAND TITLE AGENCY

PROPERTY DESCRIPTION:

Land in the City of Livonia, Wayne County, Michigan, described as:

Legal 1:
Lot 30 and that portion of Lots 31, 32 and 33; HORTON'S NEWBURGH SUBDIVISION, which lies on the North side of Ann Arbor Road (so called), and more particularly described as: Commencing at the Northeast corner of Lot 31, running thence South on the East line of said Lot 31, a distance of 31.85 feet; running thence South 59 degrees West, along the North line of Ann Arbor Road, 177.90 feet; running thence North along the West line of Lots 33, 32 and 31, a distance of 120.85 feet; running thence East on the North line of Lot 31, 152.85 feet to the point of beginning. Plat recorded in Liber 37, Page 67 of Plats, Wayne County Records, and also the South 25 feet of vacated Leon Avenue North of Lot 30 and the West 1/2 of vacated Horton Avenue, adjoining on the East of subject premises. EXCEPT: That portion of captioned described as follows: Beginning at the intersection of the West line of said subdivision and the North right-of-way line of Ann Arbor Road (106 feet wide) and proceeding thence North 0 degrees 23 minutes 00 seconds East, along the West line of said subdivision, 8.27 feet; thence Northeastly along the arc of a curve, concave to the Southeast, with a radius of 2924.79 feet, chord with bearing of North 60 degrees 00 minutes 07 seconds East and distance of 177.38 feet, 177.40 feet to a point on the West right-of-way line of Horton Avenue; thence due South along said line, 7.95 feet to a point on the North right-of-way line of Ann Arbor Road, thence Southwesterly, along said right-of-way line, along an arc of curve concave to the Southeast, with a radius of 2917.79 feet, a chord with bearing of South 59 degrees 55 minutes 19 seconds West a distance of 177.62 feet, 177.62 feet to the point of beginning. Subject to easements and building and use restrictions of record.

Legal 2:
Lots 31, 32 and 33 except that part described as beginning at the Southwest corner of Lot 33; thence North 37.42 feet; thence on a curve to the Southeast, radius 2924.79 feet, arc 177.38 feet; thence South 126.10 feet; thence West 153.81 feet to the point of beginning, also the West 1/2 adjacent vacated street; HORTON'S NEWBURGH SUBDIVISION, Town 1 South, Range 9 East, as recorded in Liber 37 of Plats, Page 67 of Wayne County Records.

Legal 3:
Lots 30 including the West 1/2 adjacent vacated street, also including the entire vacated right-of-way North of Lot 30; HORTON'S NEWBURGH SUBDIVISION, as recorded in Liber 37 of Plats, Page 67 of Wayne County Records.

Legal 4:
Part of Lots 23 and 24, part of the East 1/2 of the vacated portion of Horton Avenue and part of the vacated South 1/2 of Leon (formerly Riverside) Avenue; HORTON'S NEWBURGH SUBDIVISION, of part of the N.E. 1/4 of Section 31, T.1 S., R.9 E., Livonia Township (now City), Wayne County, Michigan, as recorded in Liber 37 of Plats, Page 67, Wayne County Records, and more particularly described as follows: Beginning on the West line of Lot 24, distant South 47.64 feet from the Northwest corner of Lot 24, and proceeding thence along the arc of a non-tangent curve, concave to the Southeast, with a radius of 2924.79 feet and a chord which bears South 62 degrees 34 minutes 08 seconds West 28.17 feet to the centerline of Horton Avenue; thence along the West line of the East 1/2 of vacated Horton Avenue, North 85.62 feet; thence along the North line of the vacated South 1/2 of Leon Avenue, East 155.67 feet; thence South 61 degrees 18 minutes 10 seconds West, 52.05 feet to the North line of Lot 24 and South 61 degrees 18 minutes 10 seconds West, 96.92 feet to the West line of Lot 24; thence South 1.10 feet to the point of beginning. Totalling .153 acres, more or less. Subject to easements and building and use restrictions of record.

Legal 5:
The North 1/2 of the West 390 feet of Riverview Avenue West (now Leon Avenue) of HORTON'S NEWBURGH SUBDIVISION, said subdivision being recorded in Liber 37, page 67, Wayne County Records, part of the Northeast 1/4 of Section 31, T.1 S., R.9 E., Livonia Township (now City of Livonia), Wayne County, Michigan.

Note: The property description is as furnished by client.

Subject to any part taken, used or deeded for street, road, or highway purposes.

NOTE: THIS PROPERTY MAY BE SUBJECT TO AND/OR INCLUDE THE RIPARIAN RIGHTS ASSOCIATED WITH NEWBURGH LAKE.

NOTE: LEGAL 1 OVERLAPS PART OF LEGAL 2 & LEGAL 3

NOTE: LEGAL 5 OVERLAPS PART OF LEGAL 3

NOTE: A BOUNDARY SURVEY IS NEEDED TO DETERMINE EXACT SIZE AND/OR LOCATION OF PROPERTY LINES, AND TO DETERMINE THE EXACT AMOUNT OF ENCROACHMENT.

NOTE: A COMPLETE CURRENT TITLE POLICY HAS NOT BEEN FURNISHED, THEREFORE EASEMENTS OR OTHER ENCUMBRANCES MAY NOT BE SHOWN AT THIS TIME.

THIS SURVEY DRAWING IS VOID IF THE PROFESSIONAL SEAL IS NOT IN BLUE INK.



CERTIFICATE: We hereby certify that we have surveyed the above-described property in accordance with the description furnished for the purpose of a mortgage loan to be made by the aforementioned applicants, mortgagor, and that the buildings located thereon do not encroach on the adjoining property, nor do the buildings on the adjoining property encroach upon the property herein described except as shown. This survey is not to be used for the purpose of establishing property lines, nor for construction purposes, no stakes having been set at any of the boundary corners.

Anthony T. Sycko, Jr.

KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
Eastpointe Detroit Ann Arbor Grand Blanc
(800) 251-7222 (313) 728-9071 (734) 994-0888 (800) 694-0001
FAX: (800) 772-4448 FAX: (313) 772-6404 FAX: (734) 994-0007 FAX: (810) 694-9955
www.kemtecgroupofcompanies.com

PREPARED FOR: CENTRAL LAND TITLE - UTICA

DATE: 06/20/23 JOB #: 23-01311

SCALE: 1"=30' REV: 06/30/23

DRW. BY: ATR/CS REV:

DEPARTMENT OF PUBLIC SAFETY

DIVISION OF POLICE

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5499
(734) 466-2470
FAX: (734) 261-2265

July 22nd 2025

City of Livonia Inspection Department
33000 Civic Center Drive
Livonia, MI 48154

Zoning Waiver Request: Joseph Mooradian, Lakepointe Yacht Club, 37604 Ann Arbor Rd.

To Whom it May Concern,

I have reviewed the sign proposed by the business at 37604 Ann Arbor Road. I do not believe the sign described would pose a safety risk for any vision obstruction to motorists on the street or pedestrians on the sidewalk that it may cause based upon the provided plans.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Sergeant Paul Walters
Traffic Safety Bureau
734-466-2107

2024004235 L: 58617 P: 594 WD

01/02/2024 11:55:01 AM Total Pages: 4

Bernard J. Youngblood, Register of Deeds - Wayne County, MI
ELECTRONICALLY RECORDED

MICHIGAN REAL ESTATE TRANSFER TAX

Wayne County County Tax Stamp #684824

01/02/2024

Receipt# 24-3721 L: 58617 P: 594

State Tax: \$10,875.00 County Tax: \$1,595.00



WARRANTY DEED

File No.: BH-227923

THE GRANTOR,

LPYC Real Estate LLC, whose address is: 37604 Ann Arbor Road, Livonia, MI 48150

conveys and Warrants to

Yacht Property LLC, whose address is: 37604 Ann Arbor Road, Livonia, MI 48150

the following described premises:

SEE ATTACHED LEGAL DESCRIPTION RIDER

Tax Parcel No.: 46 121 02 0030 000 AS TO LOT 30 AND VAC. STREETS, 46-121-02-0031-002 AS TO LOTS 31, 32, AND 33 AND, 121 02 0024 001 AS TO PT LOTS 23 AND 24 AND VACATE

Commonly known as: 37604 Ann Arbor Road, Livonia, MI 48150

For the sum of: One Million Four Hundred Fifty Thousand Dollars and No Cents
(\$1,450,000.00)

The Grantor grants to the Grantee the right to make (_____) divisions under section 108 of the land division act, Act 288 of the Public Act of 1967.

If the land being conveyed is unplatted, the following is deemed to be included: "This property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act."

Subject to easements, reservations and restrictions of record.

2024004235 Page 2 of 4

Dated: 18th day of December, 2023

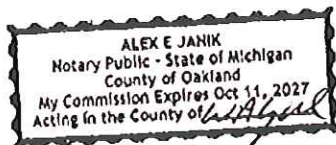
Signed and Sealed:

LPYC Real Estate LLC

Brenda Lefebvre
By: Brenda Lefebvre
Its: Member

STATE OF MICHIGAN
COUNTY OF Wayne

Acknowledged before me in Wayne County, Michigan on the 18th day of December, 2023, by **Brenda Lefebvre, Member of LPYC Real Estate LLC.**



[Signature]
Notary Name

Notary public, State of Michigan, County of _____

My commission expires _____

Acting in the County of _____

Drafted by:

Brenda Lefebvre, Member, 37604 Ann Arbor Road, Livonia, MI 48150

When recorded return to:

One Stop Recording, 23938 Research Dr., Suite 200, Farmington Hills, MI 48335

2024004235 Page 3 of 4

LEGAL DESCRIPTION RIDER

Situated in the City of Livonia, County of Wayne, State of Michigan

Lot 30 and that portion of Lots 31, 32 and 33, of Horton's Newburgh Subdivision, according to the Plat thereof, as recorded in Liber 37 of Plats, Page 67, Wayne County Records, which lies on the North side of Ann Arbor Road (so called), and more particularly described as: Commencing at the Northeast corner of Lot 31, running thence South on the East line of said Lot 31, a distance of 31.85 feet; running thence South 59 degrees West along the North line of Ann Arbor Road, 177.90 feet; running thence North along the West line of Lots 33, 32 and 31, a distance of 120.85 feet; running thence East on the North line of Lot 31, 152.85 feet to the point of beginning. ALSO the entire vacated ROW of Leon Avenue North of Lot 30 and the West 1/2 of vacated Horton Avenue, adjoining on the East of subject premises. EXCEPT: That portion of captioned description described as follows: Beginning at the intersection of the West line of said Subdivision and the North right-of-way line of Ann Arbor Road, 106 ft wide, and proceeding thence North 0 degrees 23 minutes 00 seconds East, along the West line of said subdivision, 8.27 feet; thence Northeasterly along the arc of a curve, concave to the Southeast, with a radius of 2,924.79 feet, a chord with bearing of North 60 degrees 00 minutes 07 seconds East and distance of 177.38 feet, 177.40 feet to a point on the West right-of-way line of Horton Avenue; thence due South along said line, 7.95 feet to a point on the North right-of-way line of Ann Arbor Road; thence Southwesterly, along said right-of-way line, along an arc of a curve concave to the Southeast, with a radius of 2,917.79 feet, a chord with bearing of South 59 degrees 55 minutes 19 seconds West a distance of 177.62 feet, 177.62 feet to the point of beginning.

ALSO

Parts of Lots 23 and 24, part of the East 1/2 of the vacated portion of Horton Avenue and part of the vacated South 1/2 of Leon (formerly Riverside) Avenue, Horton's Newburgh Subdivision, according to the Plat thereof, as recorded in Liber 37 of Plats, Page 67, Wayne County Records, and more particularly described as follows: Beginning on the West line of Lot 24, distant South, 47.64 feet from the Northwest corner of Lot 24, and proceeding thence along the arc of a non-tangent curve, concave to the Southeast, with a radius of 2924.79 ft. and a chord which bears South 62 degrees 34 minutes 08 seconds West, 28.17 ft. to the centerline of Horton Avenue; thence along the West line of the East 1/2 of vacated Horton Avenue, North, 85.62 feet; thence along the North line of the vacated South 1/2 of Leon Avenue, East, 155.67 feet; thence South 61 degrees 18 minutes 10 seconds West, 52.05 ft. to the North line of Lot 24 and South 61 degrees 18 minutes 10 seconds West, 96.92 feet to the West line of Lot 24; thence South, 1.10 feet to the point of beginning.

This is to certify that there are no delinquent property taxes owed to our office on this property for five years prior to the date of the instrument. No representation is made as to the status of any tax liens or other taxes owed to any other entities. Taxes in process of local collection or before PRE denial are NOT EXAMINED.

Eric R Sabree, Wayne County Treasurer
No. E - 162118 Date: 01/02/2024 Clerk: RJT

AS SURVEYED:

LOT 30 AND PARTS OF LOTS 24, 31, 32 AND 33, AND VACATED LEON AVENUE (FORMERLY RIVERVIEW AVENUE, AS PLATTED) AND VACATED HORTON AVENUE, ADJACENT THERETO, HORTON'S NEWBURGH SUBDIVISION, AS RECORDED IN LIBER 37, PAGE 67 OF PLATS, WAYNE COUNTY RECORDS. BEING MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF VACATED LEON AVENUE; THENCE DUE EAST ALONG THE NORTH LINE OF VACATED LEON AVENUE 378.55 FEET TO A POINT ON THE NORTHWESTERLY LINE OF ANN ARBOR ROAD; THENCE THE FOLLOWING THREE COURSES ALONG SAID RIGHT OF WAY LINE; (1)

Page 3 | File No.: BH-227923

2024004235 Page 4 of 4

SOUTH 61 DEGREES 18 MINUTES 10 SECONDS WEST, 201.03 FEET; (2) DUE SOUTH, 1.10 FEET; AND (3) SOUTHWESTERLY ALONG THE ARC OF A CURVE, CONCAVE TO THE SOUTHEAST, A RADIUS OF 2924.79 FEET, A CHORD BEARING OF SOUTH 60 DEGREES 33 MINUTES 26 SECONDS WEST, 233.83 FEET, AND A DISTANCE OF 233.89 FEET TO A POINT ON THE WEST LINE OF LOT 33 AND THE WEST LINE OF HORTON'S NEWBURGH SUBDIVISION; THENCE ALONG THE WEST LINE OF LOTS 32, 31, 30 AND VACATED LEON AVENUE NORTH 00 DEGREES 23 MINUTES 00 SECONDS EAST, 212.58 FEET TO THE POINT OF BEGINNING.

Parcel Identification No.:46 121 02 0030 000 AS TO LOT 30 AND VAC. STREETS, 46-121-02-0031-002 AS TO LOTS 31, 32, AND 33 AND, 121 02 0024 001 AS TO PT LOTS 23 AND 24 AND VACATE

Commonly known as: 37604 Ann Arbor Road, Livonia, MI 48150

JOSEPH MOORADIAN, o/b/o LAKEPOINTE YACHT CLUB
37604 ANN ARBOR ROAD

SIGN
CORRIDOR COMMERCIAL

ZONING MAP

LEGEND

Zoning Districts

RUF Rural Urban Farm

N1 Neighborhood

N2 Neighborhood

NM1 Neighborhood Multifamily

NM2 Neighborhood Multifamily

NM3 Neighborhood Multifamily

P Parking

C-1 Local Business

C-2 General Business

C-3 Highway Services

C-4 High Rise Commercial

M-L Manufacturing Limited

M-1 Light Manufacturing

M-2 General Manufacturing

P-L Public Lands

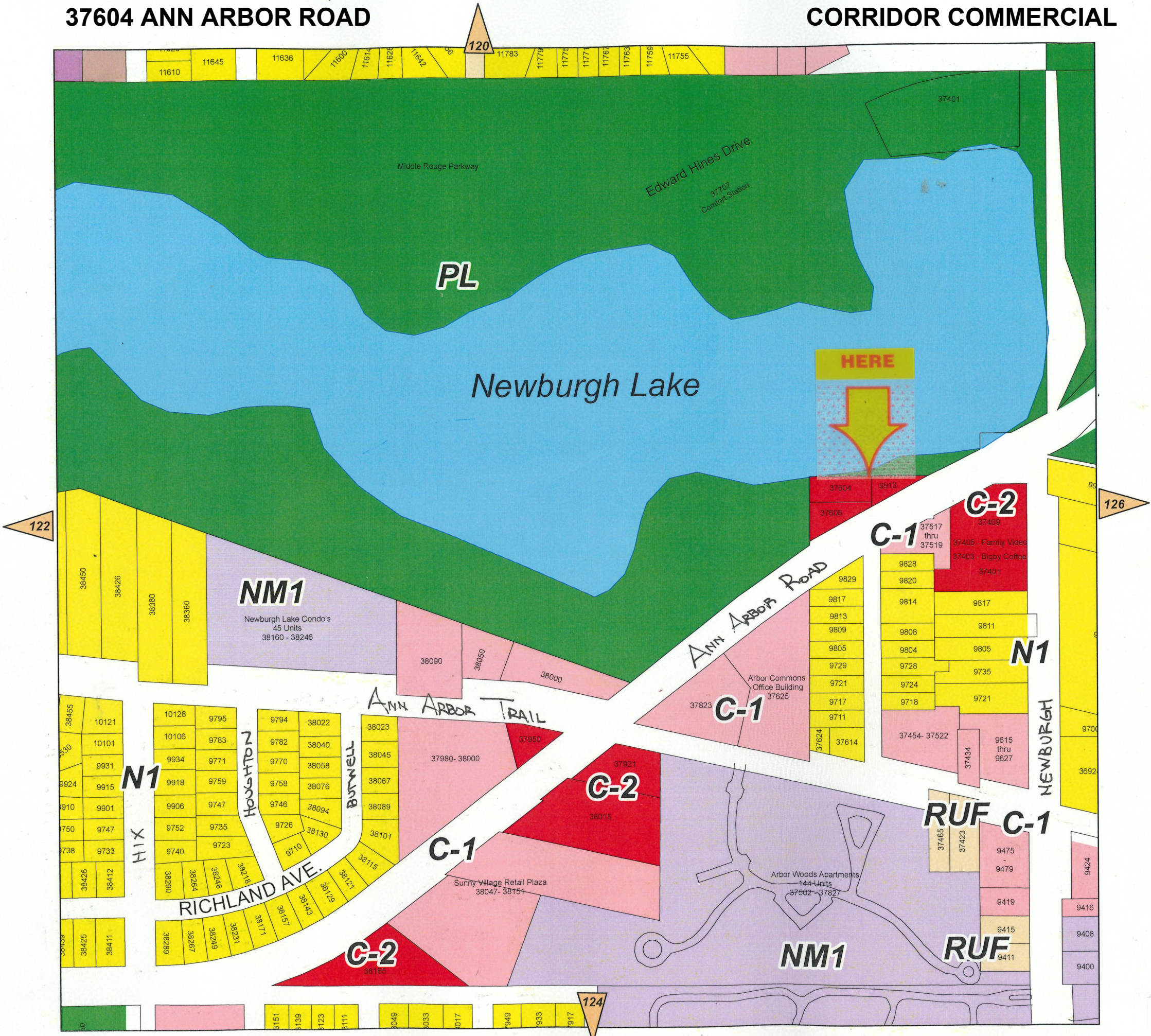
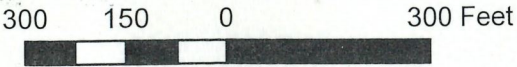
NP Nature Preserves

N.E. 1/4 Section 31

City of Livonia

T. 1 south, R. 9 east
Wayne County, Michigan

Copyright 2001, City of Livonia



ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES. M. BARINGHAUS, VICE CHAIRMAN
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MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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PUBLIC NOTICE OCTOBER 10, 2025

APPEAL CASE NO. 2025-07-25, 38560 Morningstar Drive (tabled on September 9, 2025): an appeal was made to the Zoning Board of Appeals by Kristina and Jesus Jimenez, seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

This Low Density Residential property is located on the north side of Morningstar (38560), between Meadowview Lane and Hickory Lane, Lot. No. 022-01-0010-000, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 A and B.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Gallery on the 5th floor of City Hall on Tuesday, October 28, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-07-25
Meeting Date: October 28, 2025

[illegible]

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant <u>Jesus and Kristina Jimenez</u>	Address <u>38560 Morningstar, Livonia, MI 48152</u>
Owner <u>(same as applicant)</u>	Address <u>(same as applicant)</u>
Lessee <u>n/a</u>	Address <u>n/a</u>
Location <u>North</u>	Side of <u>38560 Morningstar</u> Street
Between <u>Meadowview</u>	And <u>Hickory</u>
Lot No./Parcel No. <u>022-01-0010-000</u>	Subdivision <u>Livonia Hill Estates</u>
Zoning District <u>R-U-F-</u>	Lot Size <u>0.461 acres</u> Alley <u>n/a</u>
Present Use <u>Single Family Residential</u>	Proposed Use <u>(no change)</u>
Present Building Size <u>n/a</u>	Proposed Building Size <u>n/a</u>
Present Height of Building <u>n/a</u>	Proposed Height <u>n/a</u>
Allowable Lot Coverage <u>n/a</u>	Proposed Lot Coverage <u>n/a</u>

Proposal : Seeking to erect a privacy fence against and existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

Reason for Rejection Livonia Code of Ordinances, Section 15.44.090 A and B

Deficient Side yard	Deficient Front Yard	Deficient Rear Yard
Deficient Lot Area	Deficient Lot Area Per Room	Encroachment
Excessive Lot Coverage	Excessive Height	Increasing No. Units
Use Prohibited	double fence	Deficient Parking Spaces
		Increasing Area and Bulk

Remarks : No neighbor authorization

Plans and Application examined by  Date 7/10/25

APPLICATION FOR VARIANCE

Jesus & Kristina Jimenez / 38560 Morningstar St / Livonia / 48152 / (313) 207-7288
 (Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

(Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

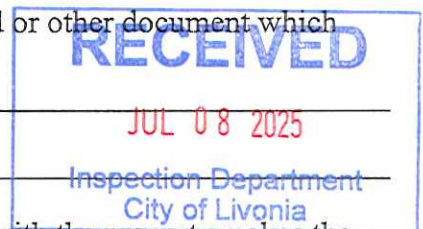
The property address is 38560 Morningstar St, Livonia MI, 48152

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? No

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:

See attached



A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:

The practical difficulty is unique due to the hostile behavior of my neighbor, who has escalated the situation with threats & harassment & police involvement (Report # 25-30294). Despite my efforts & approval from other adjacent neighbor, this specific neighbor has created a hostile & unsafe environment. This type of safety concern is not common.

4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:

The difficulty involves ongoing verbal harassment, intimidation and a hostile living environment caused by one neighbor. This situation affects my family's emotional well being, safety and ability to use and enjoy our own back yard.

It goes far beyond inconvenience or financial impact. It's about protecting our privacy and peace of mind within our own home.

5. Explain why you think this variance would be fair to the neighbors and others who might be affected.

The fence is consistent with others in the neighborhood and has support from two adjacent neighbors. It won't harm anyone's property or use. It simply provides needed privacy and safety due to unique conflict with one neighbor.

6. Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process: No

7. If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?

I have not attempted to have the ordinance amended because, under normal circumstances, neighbors can typically reach a compromise that satisfies both parties without to change the law.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: NO
9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? _____

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. **ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.**

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: [Signature]

Please print name of property owner: JESUS G JIMENEZ

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 8th day of July, 2025

[Signature]
(Notary Public, Wayne County, Michigan)
My Commission expires 06/02/2029

TERESA GARCIA
NOTARY PUBLIC, STATE OF MI
COUNTY OF WAYNE
MY COMMISSION EXPIRES Jun 2, 2029
ACTING IN COUNTY OF Wayne

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 7/9/25, which reads as follows:

ONLY ONE FENCE MAY SEPARATE PROPERTIES & Privacy FENCES Require Neighbor Agreement.

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Signature]
(Supervisor)

Application for permit filed No Violation Issued No

ZBA Appeal Packet: Privacy Fence Installation Request

Submitted by:
Jesus G. Jimenez
38560 Morningstar Street
Livonia, MI 48152
jimenezbcm@gmail.com
(313) 207-7288

Cover Page

Subject: Request for Privacy Fence Installation Without Neighbor Consent Due to Hardship
Submitted To: Zoning Board of Appeals, City of Livonia
Property Address: 38560 Morningstar Street, Livonia, MI 48152
Appeal Type: Hardship Exception to Neighbor Consent Requirement (Section 15.44.060)
Supporting Case: Appeal Case No. 2024-11-39 (David Bozyk)
Date of Submission: 7/7/2025

Table of Contents

- 1. Cover Page
 - 2. Appeal Letter from Jesus G. Jimenez
 - 3. Timeline of Events
 - 4. Supporting Images and Video Descriptions
 - 5. Reference: Appeal Case No. 2024-11-39 (David Bozyk)
 - 6. Police Report #25-30294 Summary
 - 7. Accessory Structure Review Request
-

Timeline of Events (Condensed Summary)

Date	Event Description
07/22/2024	Moved into property. Fence between Dave Bozyk and Doug Strhoer already installed.
02/2025	First conversation with Doug about fence proposal; he said he'd "think about it."
03/2025	Second attempt: Doug was sick but reviewed pictures and landscaping ideas.
04/2025	Doug gave first and only clear "no" after learning rear neighbor approved back fence run.

06/14/2025 Doug disrupts graduation party with aggressive mowing/weed-whipping along shared fence.
06/30/2025 Initial draft of this appeal letter prepared.
07/02/2025 Verbal confrontation with Doug captured on video; denied yard access; profane outburst.
07/04/2025 While painting fence (with permission), Doug harassed with lawn mower and yelling. Police called.
07/04/2025 Mutual no-trespass orders issued by Livonia Police.
07/13/2025 Planned birthday for son; request for peaceful use of yard.

Appeal Letter from Jesus G. Jimenez

Zoning Board of Appeals
City of Livonia
33000 Civic Center Drive
Livonia, MI 48154

Subject: Request for Privacy Fence Installation Without Neighbor Consent Due to Hardship

Dear Members of the Zoning Board,

I am writing to formally request approval for the installation of a 6-foot privacy fence at my property at 38560 Morningstar Street without requiring the consent of my adjacent neighbor, Mr. Doug Strhoer. I make this request based on sustained and escalating hardship, threats, and retaliatory behavior from this neighbor that directly affects my family's safety, privacy, and quality of life.

Despite my efforts to foster a respectful relationship, Mr. Strhoer has created a hostile environment that has intensified over time. His behavior has included verbal aggression (filmed on July 2, 2025), intimidation while I was painting shared fences on July 4, 2025, and attempts to disrupt my family's outdoor activities. These acts resulted in the police being called and mutual no-trespass orders being issued (Report #25-30294).

Neighbor Cooperation and Background

I currently share fence lines with multiple neighbors: Dave Bozyk to the east, Randy Summers to the west, and a rear neighbor on 8 Mile. All have been supportive of the fencing project. In total, 6 of the 7 households directly affected by this fence line have consented, with only Mr. Strhoer objecting.

The fence that Mr. Strhoer now opposes was initially quoted by him as a contractor in early 2024. He bid to install 290 feet of fencing for approximately \$20,000. After Mr. Bozyk selected

another contractor for \$12,000, Mr. Strhoer's attitude changed drastically. Since then, he has actively opposed the project, despite initially expressing willingness to cooperate.

Before I moved in (on July 22, 2024), fences between Dave Bozyk and Doug Strhoer and between Randy Summers and the former owner were already installed. I assumed ownership of this situation and have gone above and beyond to maintain those shared fence lines—painting them free of charge, presenting landscape and color coordination options, and ensuring they blend with the neighborhood aesthetic.

I made several attempts to discuss fence improvements with Mr. Strhoer:

- **February 2025:** He said he would “think about it.”
- **March 2025:** He was sick but allowed me to show pictures through his screen door. No objections were voiced.
- **April 2025:** After I secured approval from the rear neighbor, I asked for his final answer. He said “no” for the first and only time.

Despite his refusal, I remained respectful and sought compromise. When I later informed him that I would be painting the fences shared with supportive neighbors, I asked if I could enter his yard solely to paint the inside for longevity. He declined. During that discussion, he launched into a hostile, profanity-laced outburst, which I recorded.

Harassment and Safety Concerns

On July 2, 2025, I calmly asked for permission to paint the fence from his side, stating I would handle the work with my son. Doug became enraged, saying the fence “better be coming down soon,” and that he “needs it down.” He cited a past ZBA decision that required part of Bozyk's fence to be reverted to a 4' chain link section. Ironically, Doug approved of that original fence before turning hostile.

On July 4, while painting with my children, Doug used his riding mower to spray clippings at the freshly painted fence and shouted over the noise. Police were called and issued mutual no-trespass orders. Later that same morning, while I was on my property painting the fence shared with Dave, Doug again returned on his mower in another display of intimidation. His conduct appeared intended to provoke confrontation. These were premeditated acts. I had informed him of the work on July 2. He deliberately walked to the back of his yard and drove his mower to the front to harass me. I was painting the fence that HE had agreed to keep. Why disrupt improvements on a shared property line that benefit him? This behavior raises questions about what constitutes “neighborly” conduct, particularly given his own claim the fence itself wasn't “neighborly” and used that as a reason it had to go?

This behavior mirrors what he did on June 14, 2025, when he deliberately disrupted a graduation party at Dave's house. He mowed aggressively and used his trimmer along the fence, going out of his way to harass attendees and block street parking.

Doug's actions are escalating and aimed at creating an unlivable environment for me and my family. I celebrated the Fourth of July in front of my house to avoid conflict in the backyard. I should not have to plan family events around someone else's aggression.

View Objection and Motivation

Doug claims he wants the fence removed to "restore his view." However, the fence between Dave and me—installed before I moved in—will remain. His only new view would be of Dave's in-ground pool, raising serious concerns about his true motives. The privacy fence ensures safety and decency for minors in swimwear, and his objection to that particular portion is deeply troubling. His objection to my yard is also troubling because I have a hot tub with two minors under 18. As a common courtesy, why wouldn't one respect this request based on that specific reason alone?

This inconsistency undermines his argument. Furthermore, his actions demonstrate retaliation stemming from not being hired for the project—not principle.

Additional Request

I request a zoning compliance review of Mr. Strhoer's large red accessory structure under Section 7.09.01.A of the Zoning Ordinance. This structure—paired with his two-car garage—may exceed allowable square footage and directly affects the character and visibility of the neighborhood from my yard. The same strict enforcement used in applying the zoning ordinance to the fence should be equally applied to his accessory structure.

Closing

As a father, homeowner, and neighbor, I have demonstrated respect, good faith, and community spirit throughout this process. I ask the Zoning Board to recognize this ongoing hardship and approve my request to install a privacy fence on my property without requiring Mr. Strhoer's consent. I also ask the Board to revisit Appeal Case No. 2024-11-39 as part of a broader pattern of behavior.

This fence is not just a barrier—it is a necessary boundary to restore peace and safety for my family. My son's birthday is July 14, and we plan to celebrate on the 13th. I respectfully ask for expedited review and approval so we may do so without fear of further conflict.

Thank you for your time and consideration.

Sincerely,

Jesus G. Jimenez

38560 Morningstar Street

Livonia, MI 48152

(313) 207-7288

jimenezbcm@gmail.com

To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No:
Meeting Date:

2025-07-25
September 9, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

I strongly oppose the
6' stockade fence.

I do not oppose fences,
Just not the 6' stockade
fence. This type of
fence is not aesthetically
right for our
neighborhood. If the
bordering neighbor does not
approve of it, it goes
against the city's
ordinance nevertheless
and is prohibited

Signed comments will be read into
the record. Unsigned or anonymous
comments will not be considered.

Signature: B. Bauman

Name: Barb Bauman
(Please print)

Address: 20469 Meadowview
LIVONIA

RECEIVED

SEP 23 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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33000 CIVIC CENTER DRIVE
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MAYOR

MAUREEN MILLER BROSNAN

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LAURA M. TOY

SEPTEMBER 16, 2025

Kristina and Jesus Jimenez
38560 Morningstar
Livonia, MI 48152

Mr. and Ms. Jimenez,

The Zoning Board of Appeals of the City of Livonia, at a regular meeting held September 9, 2025, adopted the following Resolution:

RESOLVED: APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez , 38560 Morningstar Drive: Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

This Low Density Residential property is located on the north side of Morningstar (38560), between Meadowview Lane and Hickory Lane, Lot. No. 022-01-0010-000, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 A and B,

be tabled to allow the Petitioners to possibly work out an agreement with their neighbor and to have their case heard before a full Board.

ZONING BOARD OF APPEALS,

Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Meeting Date: September 9, 2025

4. APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez, 38560 Morningstar: Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

Motion To:	Comments:
Support	
Deny	
Table	
Other	

Motion	Support	ZBA Board Member	Yes	No	Abstain	Absent
		Greg Coppola - Chairman	X			
		Jim Baringhaus - Vice Chairman	X			
		Timothy Klisz - Secretary		NO STAY		X
X		Michael Testa	X			
		Marc Rotondo		ABSENT		X
		Brian Meagher	X			
	X	Lindsey Hakala	X			
CONDITIONS						
1.						
2.	Tabled 5-0					
3.						
4.						

ZBA Acting Secretary: Jim Baringhaus

J. Baringhaus 9/9/25



Read at Meeting
9/9/25

Salem Gardens <salemgardens.mi@gmail.com>

Timeline- fence

1 message

Salem Gardens <salemgardens.mi@gmail.com>
To: Salem Gardens <salemgardens.mi@gmail.com>

Tue, Sep 9, 2025 at 5:30 PM

Timeline- fence

On or about July 18th 2024 My chain link fencing and 5' wooden Shadow Box fence that was between our properties, was removed by Dave Bozyk with out Permits or My written Authorization. A 6' privacy wooden Dogeared fence was erected in its place on my property. And my gate no longer closed.

On August 5th 2024 Dave and I discussed and agreed that he would replace my Chain Link Fence as it was before, from the pole west to the corner of our property, and move the wood fence over from the pole east , onto the property Line as a Surveyor Determined the property line location.

On or about September 19th 2024 the permit Authorization form was submitted by Dave Bozyk with understanding that the chain link fence on my property line , from the pole west to the corner of our property, would be replaced as it was before he had it removed. And the Wooden fence moved a minimum of one foot, as determined by Surveyor, from the pole east to the corner of the wooden fence.

On or about November 2nd, the wood part that was determined to be a foot over my property line was moved over about 18 inches, from the Telephone pole east to corner of previous fence. However, the remainder of the wood fence , from the pole to the west corner of our property, did not get removed, and my Chain link fence was not replaced as was agreed in the authorization Permit.

On or about November 15th 2024 first contact with new neighbors directly to the West of Dave Bozyk- while at work late that evening a person was knocking on our Door... wife didn't know who was there , called neighbor across the street for help. The police were called to investigate a large man on our porch, no vehicle. When I returned home from work, I called Dave to see if he saw anything? He suggested it might have been neighbors to his direct west inquiring about fence. I went to the neighbors house and was greeted by a man and a woman, who said yes he did knock on our door. He wanted to make sure I wasn't going to give him any trouble about continuing the 6' wooden fence the remainder of my property line... I told him no

Nov. 20th 2024 Dave Bozyk texted me that he no longer would honor our agreement reached regarding the fence on our property line: and any further communication between us , would be through the city of Livonia-

February 2025

ZBA MEETING Petitioner Dave Bozyk appeal denied and was instructed to remove the wooden fence as agreed, and replace the chain link fence he had removed. ZBA GAVE 6 months to Dave for compliance

On or about April 10th 2025

Petitioner came to my home. I was sick home this day...
He continued to harass me about removing my chain link fence and installing a wooden 6' privacy fence.
I told him no...

On or about 6th of May 2025. Petitioner came to my work place and continued to harass me about removing chain link fence and replacing with wood fence... a co- worker was there and also spoke to the petitioner, I told him no again...

On or about June 10th Petitioner came to my home and continued to harass me about removing chain link fence and installing wood fence ... I told him no.

July 3rd 2025

Petitioner came to my back yard gate, and again wanted me to sign for the wooden fence... I told him no, and asked not to come onto my property anymore.., he said I'll be back tomorrow in your yard working on Dave's fence... I told him no, I did not want him on my property.

July 4th 2025

Around 9am, I was cutting my lawn and petitioner entered my yard without permission. Police were called , and petitioner

...ued to trespass into my backyard... petitioner was given a warning by police officers. See pics

July 8th

While in my own backyard petitioner was videoing me , and aggressively began calling me a stupid M— F —er-.... See photos?

July 14th 2025

Got a call from a guest at my home to let me know that the wood fence was being removed, and chain link being replaced... guest asked contractor about the fence, and contractor cussed at her and said "if you aren't inspector then you can call somebody who gives a f— " I came home from work immediately to see the fence... contractor was rude and condescending to me while I remained on my back porch... I called Livonia inspection Department and asked for a inspector to come and look at the fence to ensure it was being replaced as directed by the ZBA , and per my agreement with Dave Bozyk. I was told , no they would not come...

On or about August 7th while I was at work, petitioner called police and falsely accused my wife of poisoning his dogs... when I got home, police showed up at our home and asked about the accusations. Wife told police she did nothing to his Animals



Copy

Privacy and/or Standard Partition Fence Authorization Form

Civic association approval required: Yes: _____ (Approval letter provided) No: _____

Date: _____

Fence Installation Address: 38530 Morningstar St Livonia, MI

I have seen or had explained to me, the proposal made by David Bozyk

(Name)

at 38530 Morningstar St to erect a (choose one)

(Address)

- ☐ Standard Partition (any non-sight-obscuring fence 4' tall or less) - Chain Link
- ☐ Privacy (Sight-obscuring fence no taller than 6') - None over (see sketch)

fence separating his or her property from mine and consent to ALL the following:

- a. The height, materials, and style of the fence: Wood / Chain link
- (Description)
- b. The location of the lot line.
- c. Only one (1) fence is permitted between our properties and that any existing fence will have to be removed in favor of the new fence.

Please initial next to the fence facing option agreed upon below.

X have the finished side facing my property (posts on their side of fence).

_____ have the finished side facing the fence owner (posts on my side of fence).

_____ be good on both sides (posts are between the fence panels).

Douglas STEINER

(Print Name)

20535 Meadowview St.

(Address)

[Signature]

(Signature)

734-664-1447

(Telephone number for conformation)

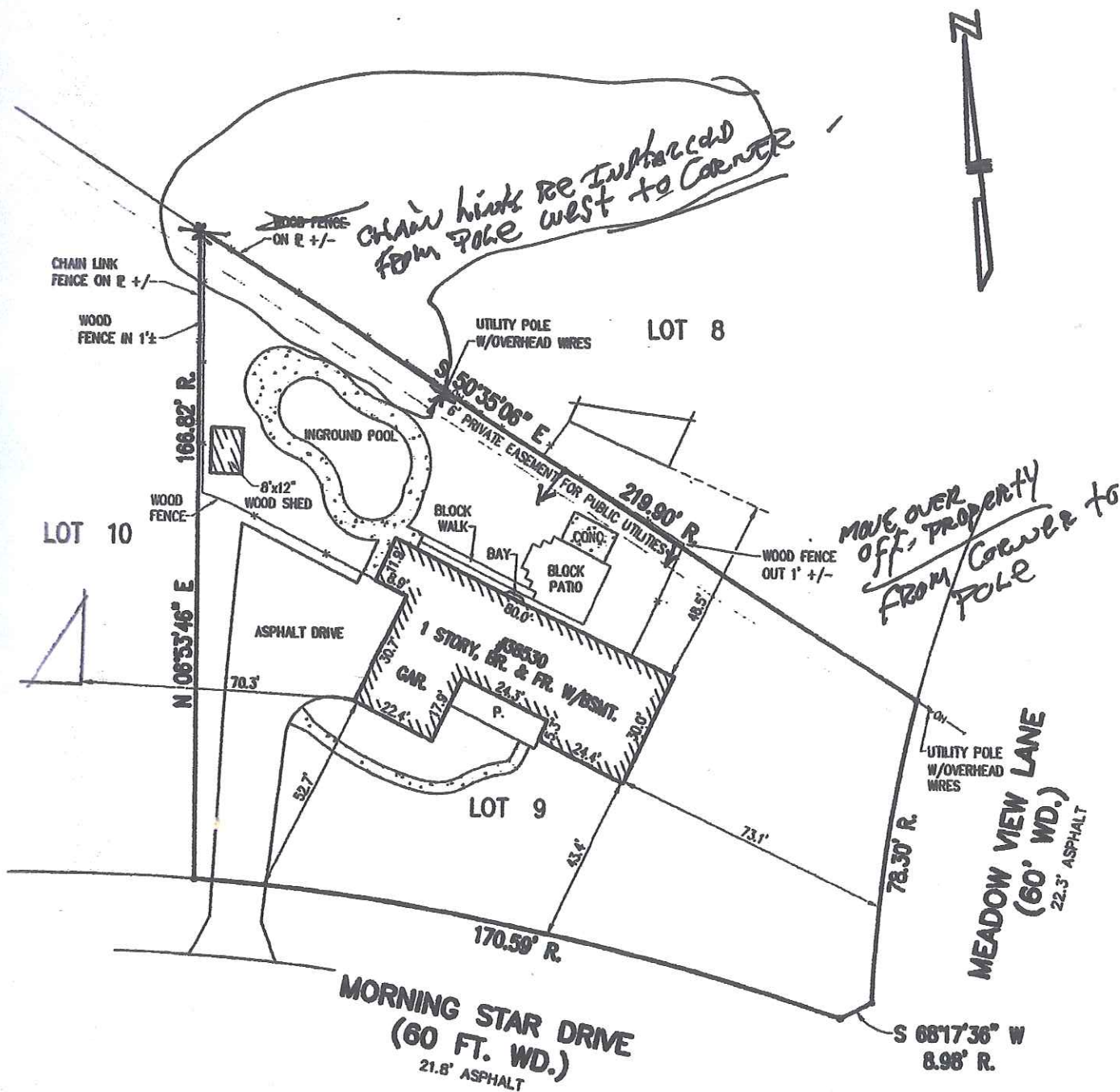
No permit will be issued without the original fully signed and completed form with a site plan of the property to be fenced,



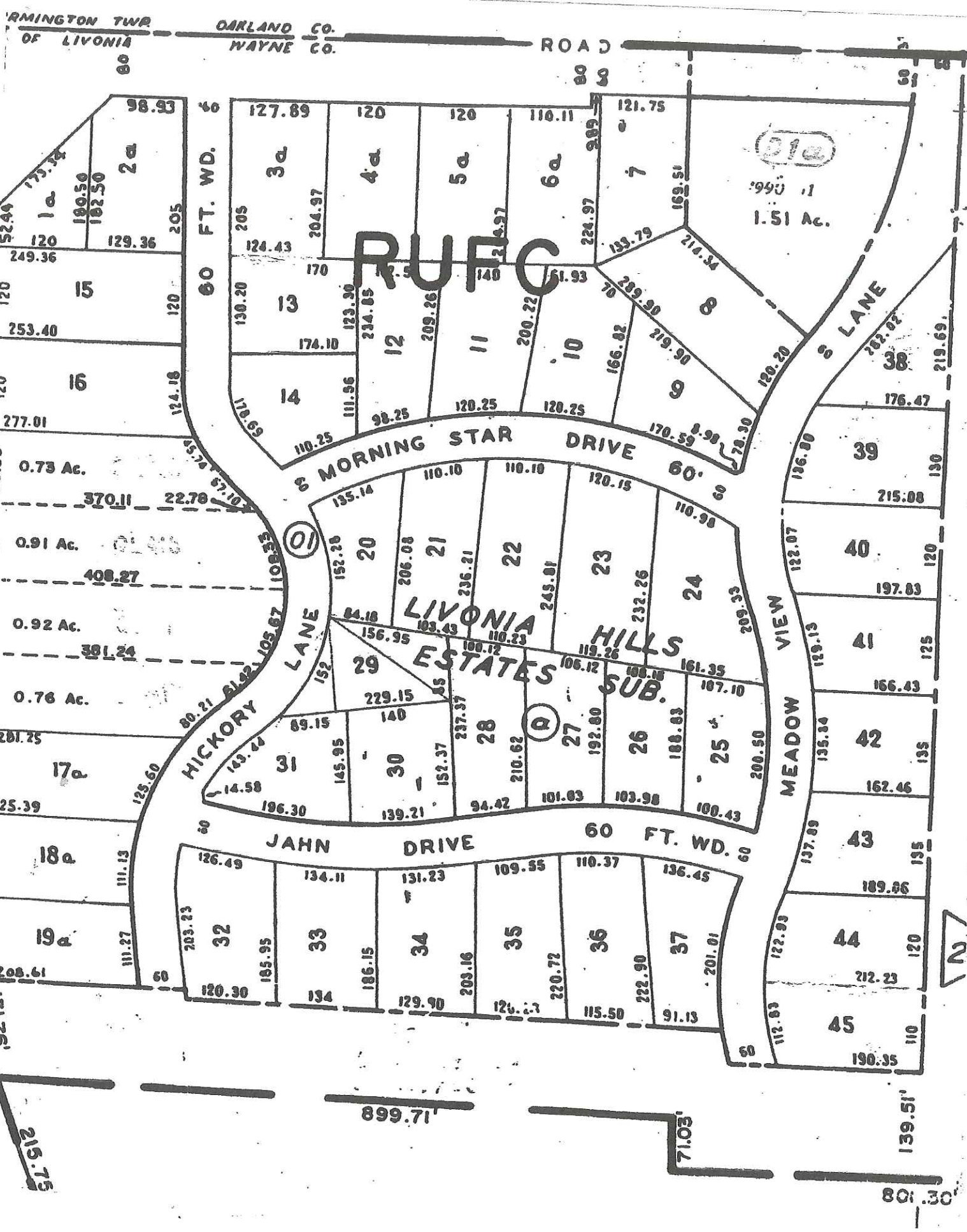
Inspection Department
33000 Civic Center Dr.
City Hall Annex
Livonia, MI 48154
(734) 466-2580

LIVELY AUDIO, INC. 97741 Pontiac, MI 48152 (313) 432-9777 Fax: (313) 432-9785

Lot 9 of "LIVONIA HILLS ESTATES SUBDIVISION", of the Northwest 1/4 of Section 6, T.1S., R.9E., City of Livonia, Wayne County, Michigan, as recorded in Liber 81 of Plats, Pages 92-93, Wayne County Records.



MORTGAGE CERTIFICATE



FARMINGTON TWP.
RD. OF LIVONIA

DARLAND CO.
WAYNE CO.

ROAD

60 FT. WD.

MORNING STAR DRIVE

HICKORY LANE

JAHN DRIVE 60 FT. WD.

MEADOW VIEW

5 LANE

LIVONIA HILLS
ESTATES SUB.

N

899.71'

71.03'

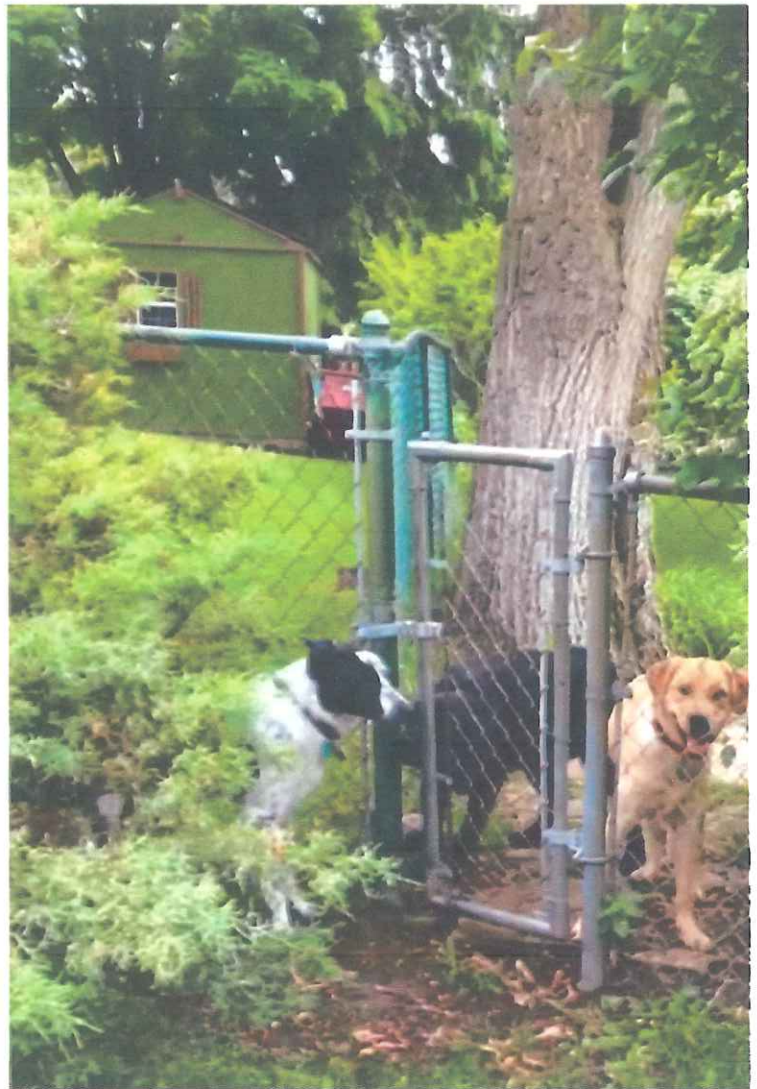
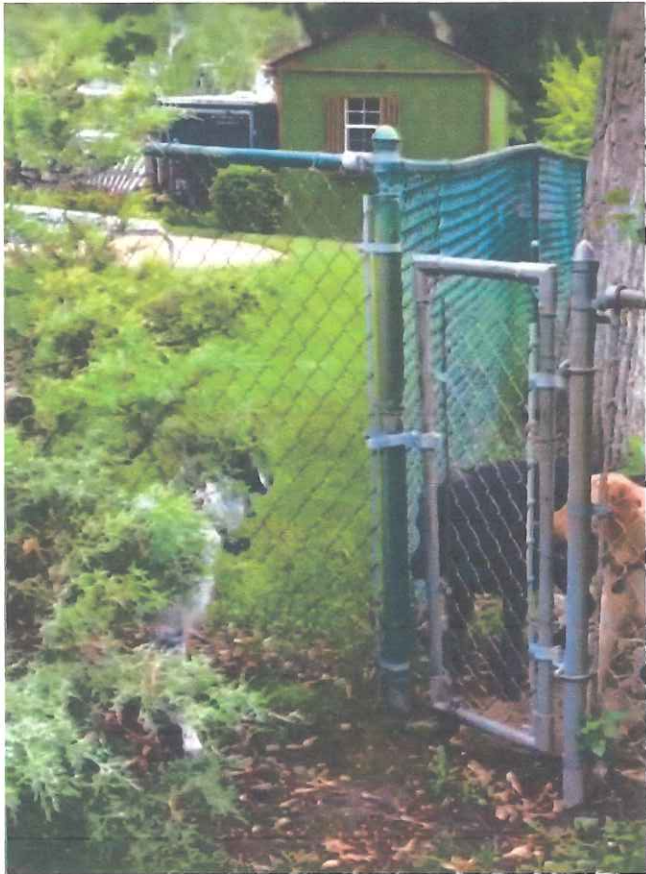
139.51'

801.30'

215.75'

4-11-2

Fence Before – Strohmmer



Fence After -Strohmer



To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2025-07-25
Meeting Date: September 9, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

APPROVAL

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

RECEIVED

SEP 02 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS

Signature: Rebecca Landless

Name: DONALD LANDLESS

(Please print)

Address: 38640 MORNINGSTAR

LIVONIA, MI

48152

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

GREGORY G. COPPOLA, CHAIRMAN
JAMES. M. BARINGHAUS, VICE CHAIRMAN
TIMOTHY J. KLISZ, SECRETARY
LINDSEY HAKALA
BRIAN MEAGHER
MARC ROTONDO
MIKE TESTA



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

MAYOR

MAUREEN MILLER BROSNAN

COUNCIL MEMBERS

BRANDON MCCULLOUGH, President
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ROB DONOVIC
SCOTT MORGAN
LYNDA L. SCHEEL
LAURA M. TOY

PUBLIC NOTICE AUGUST 22, 2025

APPEAL CASE NO. 2025-07-25, 38560 Morningstar Drive: an appeal was made to the Zoning Board of Appeals by Kristina and Jesus Jimenez, seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

This Low Density Residential property is located on the north side of Morningstar (38560), between Meadowview Lane and Hickory Lane, Lot. No. 022-01-0010-000, R-U-F, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 A and B.

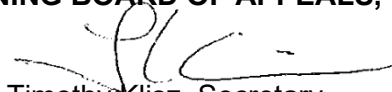
THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Auditorium on the 1st floor of City Hall on Tuesday, September 9, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-07-25
Meeting Date: September 9, 2025

[illegible]

Signature: _____

Address:

SITE PLAN

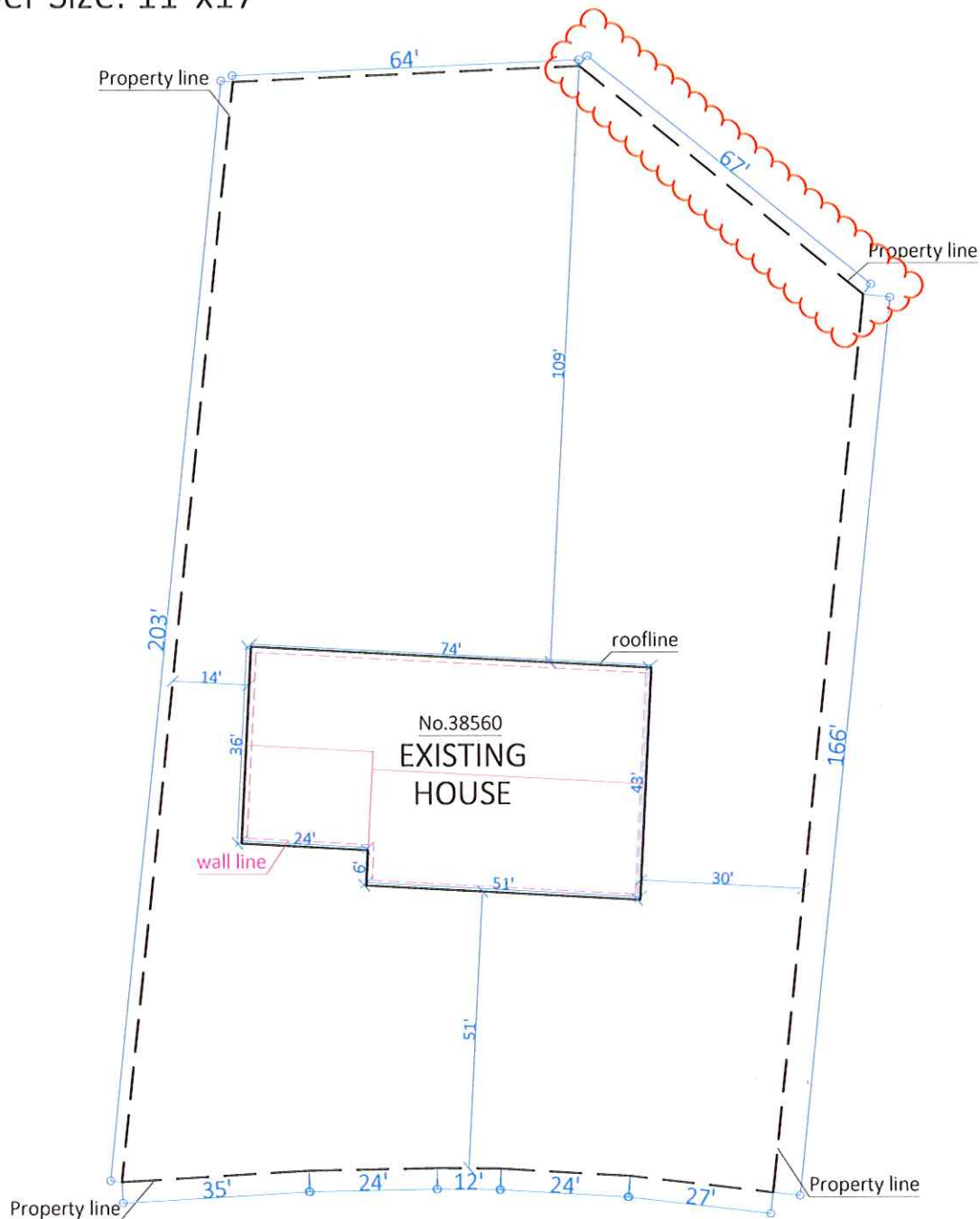
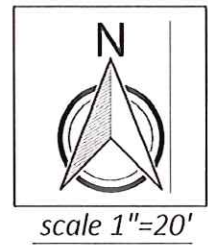
38560 Morningstar St

Livonia, MI 48152

Parcel ID: 46 022 01 0010 000

Lot area: 0.46 Acres

Paper Size: 11"x17"



Disclaimer

This is not a Legal Survey, nor is it intended to be or replace one.
These measurements are approximate and are for illustrative purposes only.
This work product represents only generalized location of features, objects or boundaries and should not be relied upon as being legally authoritative for the precise location of any feature, object or boundary.



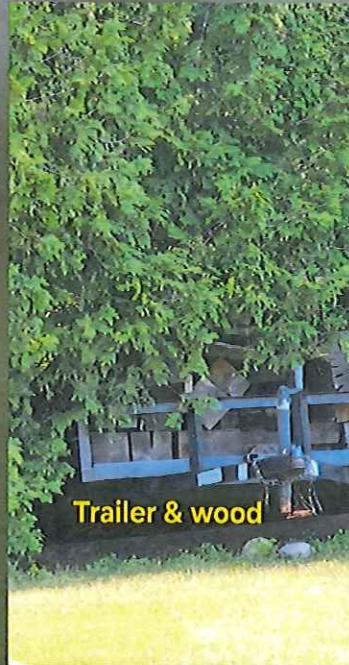
Neighbor A 38620 Morningstar
 Neighbor B 38560 Morningstar
 Neighbor C 38530 Morningstar
 Neighbor D 2535 Meadowview
 Neighbor E 38640 Morningstar
 Neighbor F 38651 8 Mile Rd.
 Neighbor G 38631 8 Mile Rd.
 Neighbor H 28469 Meadowview



Letter of approval to appeal from 38560 Morningstar
 Case# 2024-11-39 David Bozyk



The view from my gate.



Trailer & wood



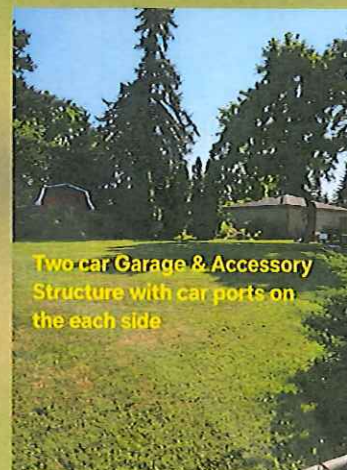
More wood and lawn care equipment



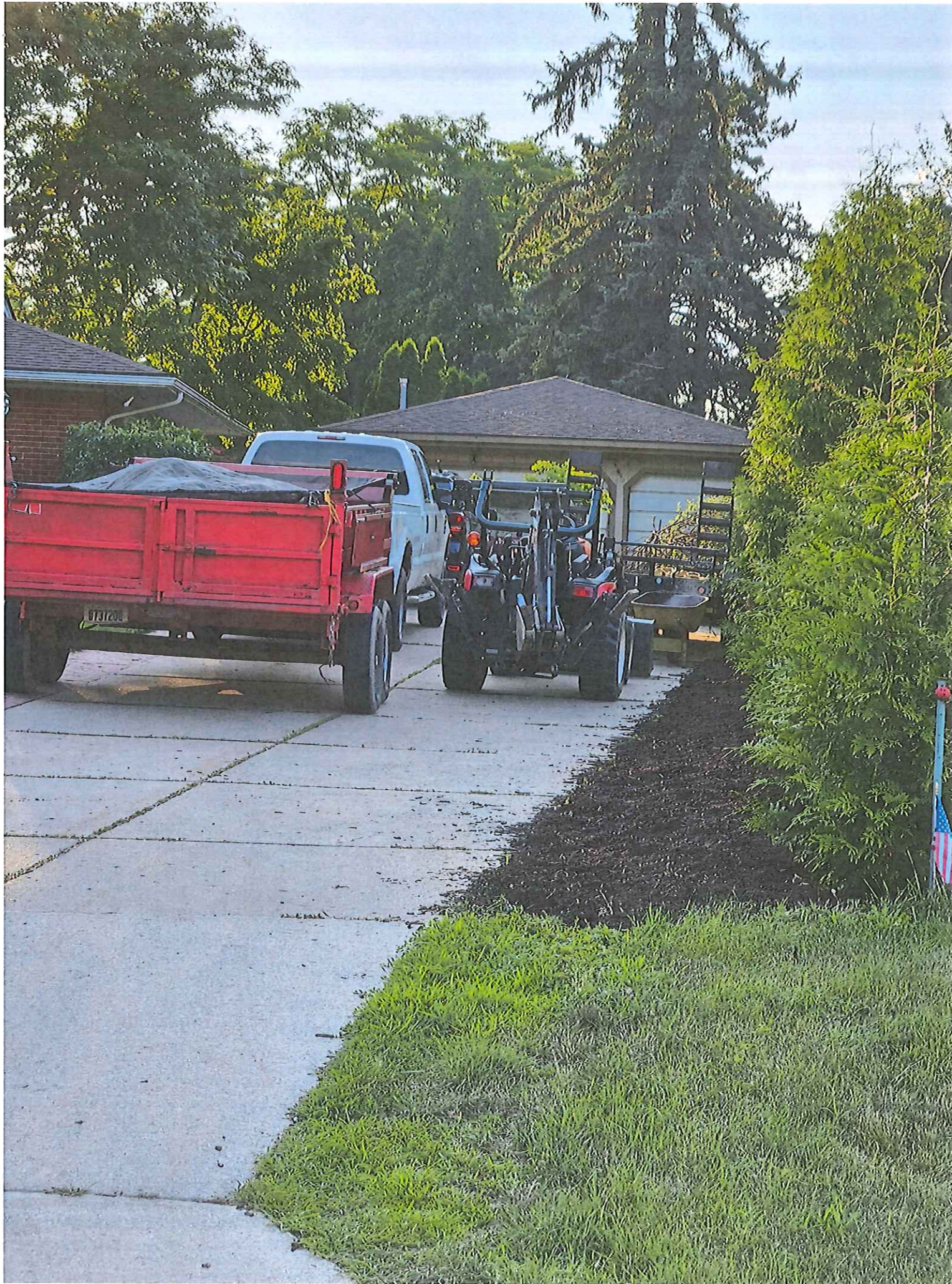
snow plow & brush guard for pickup



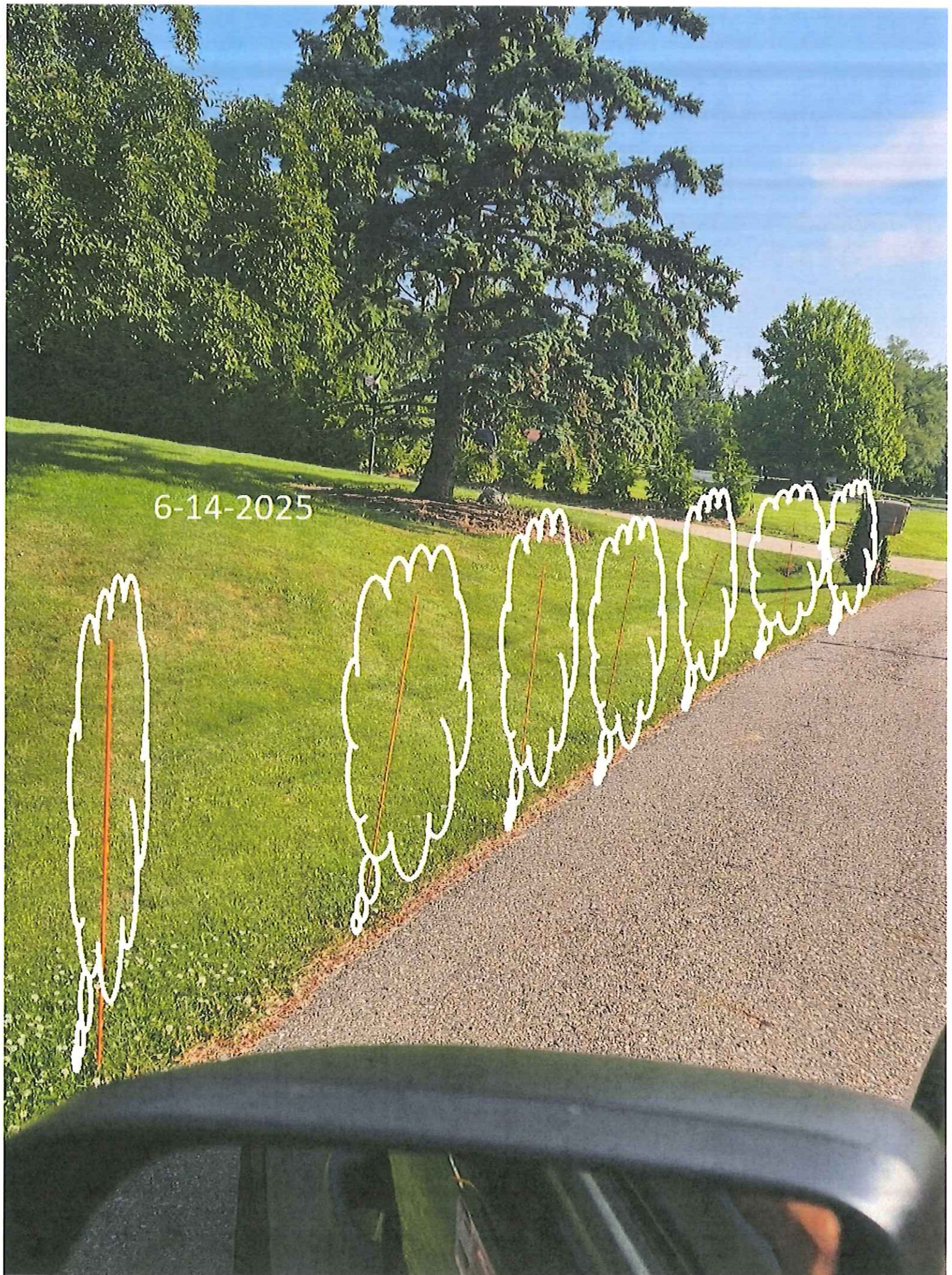
Rotting lumber on top of car port cover by tarp



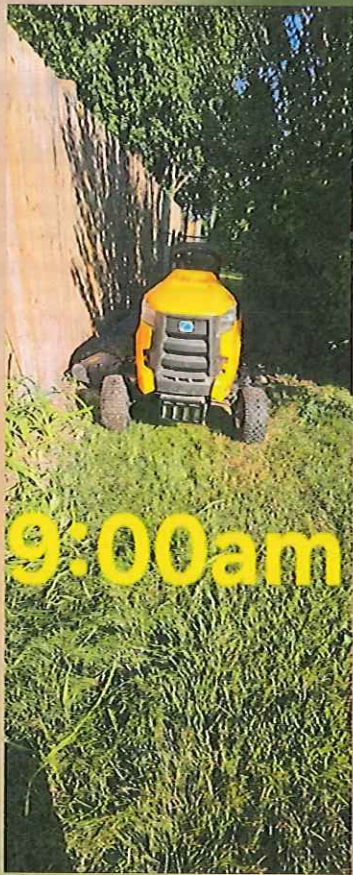
Two car Garage & Accessory Structure with car ports on the each side



6-14-2025







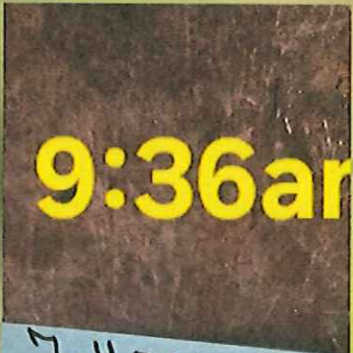
9:00am



11:13am



10:04am



9:36am

e: 7-4-25

For Service Number:

25-30294

er to this number for any Inquiry about this cas

copies of reports contact Central Records

day-Friday, 8:00AM to 4:00PM.

LIVONIA POLICE DEPARTMENT

www.livonlapd.com

ol Desk (734) 466-2470

ral Records (734) 466-2382 or 2385

c Bureau (734) 466-2366

ctive Bureau (734) 466-2314

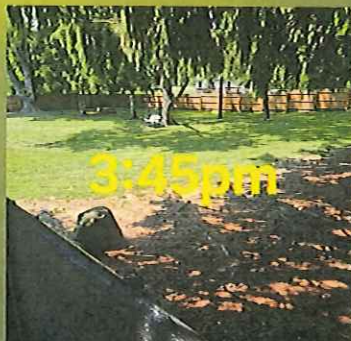
u would like to be notified of an arrest in your

or the release of the person arrested, or both yo

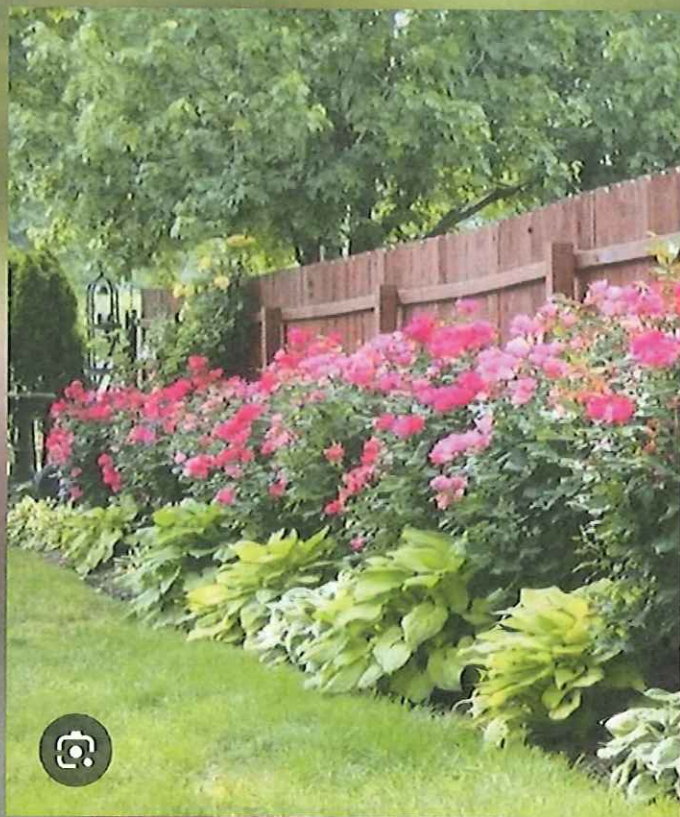
d call the Livonia police Department at

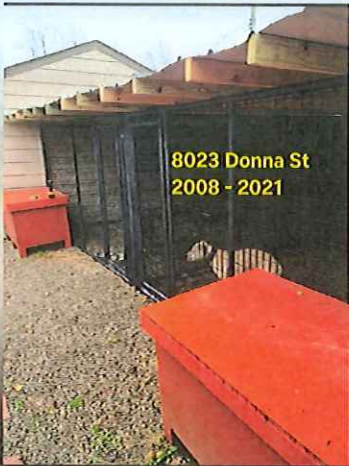
466-2470 to inform us.

r: Montone 2073



3:45pm

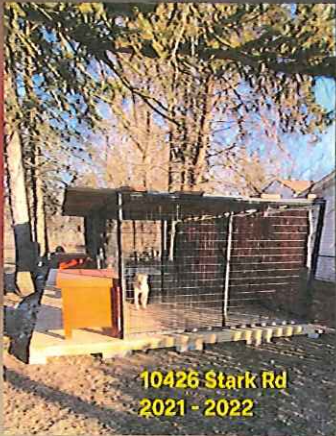




8023 Donna St
2008 - 2021



8023 Donna St
2008 - 2021



10426 Stark Rd
2021 - 2022



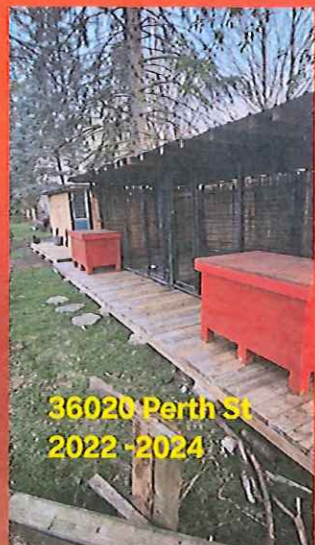
98560 Morningstar
2024 - Present



10426 Stark Rd
2021 - 2022



36020 Perth St
2022 - 2024



36020 Perth St
2022 - 2024

JESUS AND KRISTINA JIMENEZ
38560 MORNINGSTAR

FENCE
LOW DENSITY RESIDENTIAL

ZONING MAP

LEGEND

Zoning Districts

-  RUF Rural Urban Farm
-  N1 Neighborhood
-  N2 Neighborhood
-  NM1 Neighborhood Multifamily
-  NM2 Neighborhood Multifamily
-  NM3 Neighborhood Multifamily
-  P Parking
-  C-1 Local Business
-  C-2 General Business
-  C-3 Highway Services
-  C-4 High Rise Commercial
-  M-L Manufacturing Limited
-  M-1 Light Manufacturing
-  M-2 General Manufacturing
-  P-L Public Lands
-  NP Nature Preserves

N.W. 1/4 Section 6

City of Livonia

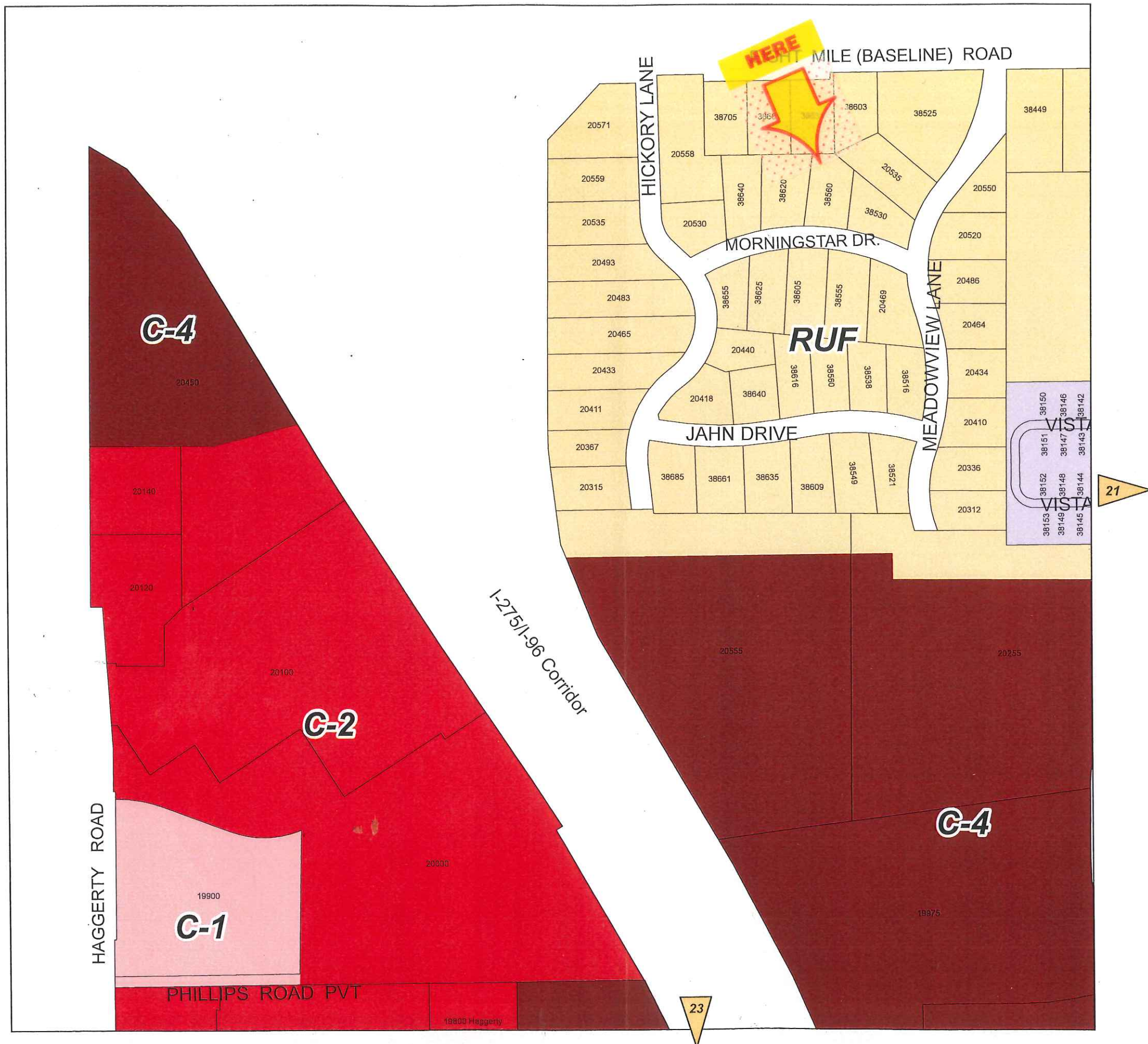
T. 1 south, R. 9 east

Wayne County, Michigan

Copyright 2001, City of Livonia



300 150 0 300 Feet



To: City of Livonia
Zoning Board of Appeals
33000 Civic Center Drive
Livonia, MI 48154

Case No: 2024-11-39
Meeting Date: February 11, 2025

You are not required to respond to this letter. If you choose to do so, please note the following reason: (APPROVAL) OR (OBJECTION) to the requested variance.

Approval letter attached
from Jimenez family 38560 Morningstar st.

Signed comments will be read into the record. Unsigned or anonymous comments will not be considered.

Signature: Kristina Jimenez

Name: Kristina Jimenez

(Please print)

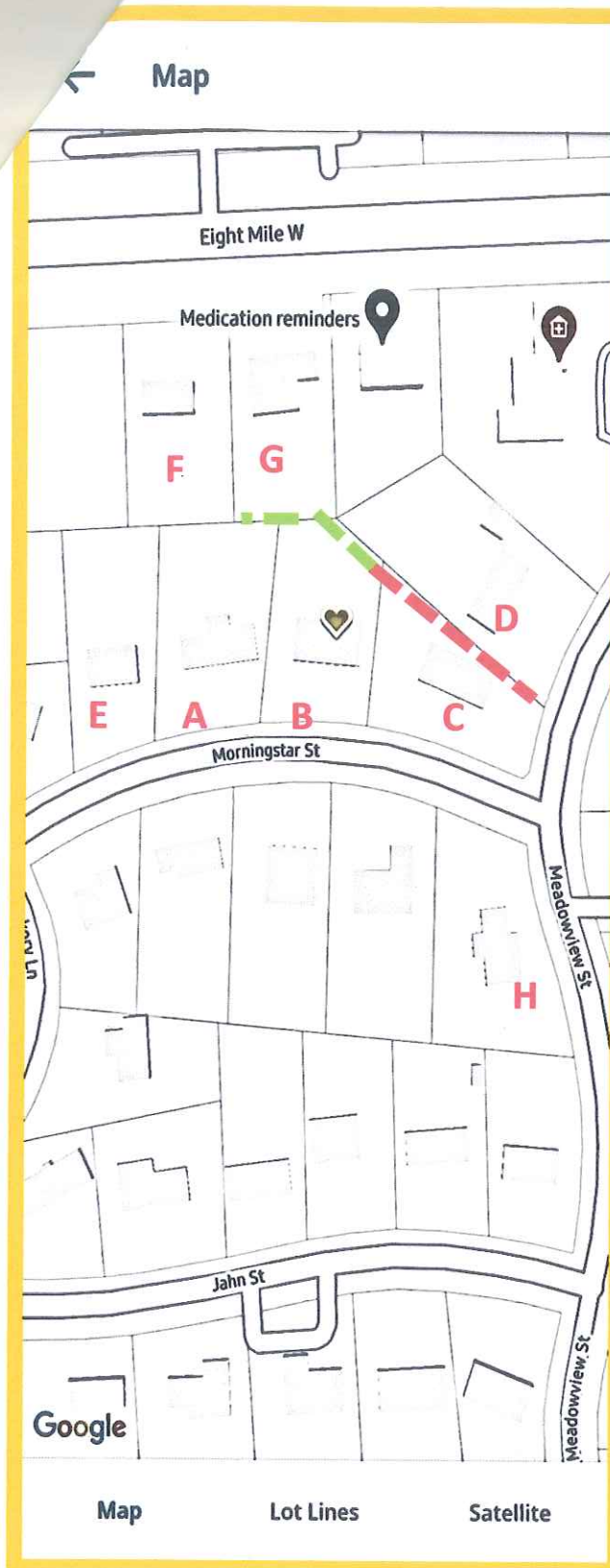
RECEIVED

Address: 38560 Morningstar st.

Livonia MI 48152

FEB 11 2025

CITY OF LIVONIA
ZONING BOARD OF APPEALS



Neighbor A 38620 Morningstar
 Neighbor B 38560 Morningstar
 Neighbor C 38530 Morningstar
 Neighbor D 2535 Meadowview
 Neighbor E 38640 Morningstar
 Neighbor F 38651 8 Mile Rd.
 Neighbor G 38631 8 Mile Rd.
 Neighbor H 28469 Meadowview

Letter of approval to appeal from 38560 Morningstar
 Case# 2024-11-39 David Bozyk

Chronological timeline of events related to this petition

June 16, 2024	No fence was erected on neighbor C Neighbor A fence was already erected.	Adjacent neighbors were in agreement to proposed fence
July 22, 2024	2 Quotes received	Decision to go with lesser \$ value quote. *Neighbor D was 1 of the quotes submitted and not selected. This proves he was aware and in non-objective at this time
	Fence installed prior to 7/22/24	
July 23, 2024	Neighbor B moves into 38560	Adjacent to petitioner – neighbors arrive
Current day	Between July 27 – today, neighbors A, B, E, F and G have spoken and are in agreement to the fence.	

Facts:

Petitioner has an inground pool

Petitioner has 2 children – Young adult woman and young boy who swim frequently in the summer

Petitioner is adjacent to the neighbor D that is contesting with direct visibility to the pool

Neighbor B is in favor of this fence

Neighbor B will be requesting similar permit to continue the fence line for privacy in Spring of 2025

Neighbor A has also installed a fence and is involved in similar contesting

Letter of Approval

Neighbor B – Jimenez Family of 38560 Morningstar.

Dear City of Livonia Zoning board, I am writing this letter on behalf of my family who has recently joined the neighborhood of Livonia Hills Estates. This area is a beautiful hilly sub that many of our neighbors have pets that enjoy the spacious lots. Majority of these pets are medium sized dogs. We live in this rural urban farm zone and plan to enjoy the large lot sizes with our family for years to come. Our family has 2 young teenagers that both will attend Stevenson H.S by next year. Our children have made friends with neighborhood kids that

Letter of approval to appeal from 38560 Morningstar
Case# 2024-11-39 David Bozyk

luckily are in the very same age group and ride the bus together. We were excited to move to this new home and have worked very hard in our careers to buy this dream home. We have been able to host Stevenson marching band gatherings for trumpets, our children's birthdays, we even built a long plastic water slide for our friends and family to enjoy during this hot summer. That is what the big hills are for when you are 14! Making memories.

For this reason, it saddens us to see the current situation with our neighbor David Bozyk who has also worked hard to achieve his dreams. Our adjacent neighbors have been so welcoming to our family and we visit each other to say hello or send a homemade treat when we can. When we were in the process of closing on the purchase this property, we learned that our neighbors (C) would take the opportunity to build a fence to keep privacy. This to us was a great idea as we ourselves love to have a good neighbor, but like a good neighbor you can stay over there. ☺ We appreciate our own privacy as well and are in full support of this. If ever we want to visit, we will do so with an invitation. With this explanation shared I hope you can understand that we are all in good company with each other and can truly respect each other's privacy and right to have the home they dream of. During the past 7 months of living next to Mr. Bozyk, we have come to learn about several interactions our adjacent neighbors are now having with the contesting neighbor that I will refer to as neighbor D in this document. I feel it is of utter importance that the panel be made aware of the objector's peculiar behavior during this entire ordeal. I have witnessed borderline harassment in the form of intimidation from that of neighbor D towards our petitioning neighbor Mr. Bozyk. Thankfully Mr. Bozyk has a level of emotional intelligence and patience that he has not engaged in arguing with this neighbor D. For that we applaud him. Mr. Bozyk has gone above and beyond to try and appease neighbor D. I have witnessed David hire contractors to try and come up with solutions in order to not have any disagreement with neighbor D. After meeting this neighbor myself, I have come to the conclusion that it would be best for every party to have privacy. I would also like to note that there are 8 neighbors and of those only 2 have had issues with this. Neighbor D & H were these neighbors from what I understand. I hope tonight all of our neighbors attend and can come together to benefit all of us living in this beautiful subdivision. Please also keep in mind that we (Neighbor B) will also be soliciting a permit soon in order to continue the very same fence line that is being by appealed here tonight by Mr. Bozyk. I truly hope there will be no issues in the future and look forward to a first spring in this new home with our truly great adjacent neighbors.

Respectfully,
Jimenez Family
38560 Morningstar st.

APPEAL CASE NO. 2024-11-39, 38530 Morningstar: An appeal was made to the Zoning Board of Appeals by David Bozyk, seeking to maintain a privacy fence erected in conflict with the approved plans, resulting in a privacy fence erected along a common property line without neighbor approval, which is prohibited.

This Low-Density Residential property is located on the north side of Morningstar (38530), between Meadowview and Hickory, Lot. No. 022-01-0009-000, RUF District, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090B, Residential District Regulations.

COPPOLA All right, thank you. Mr. Stierna, anything you'd like to add?

STIERNA Thank you, Mr. Chair, the Inspection Department has nothing to add.

COPPOLA All right. Thank you. Any questions for the Inspection Department?

BARINGHAUS Mr. Chairman?

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Regarding a privacy fence, do the supporting post and cross members have to face the interior of the yard?

STIERNA That is part of the neighbors' agreement. It is defaulted that you should be facing it towards your -- good side -- towards your neighbor's yard. But under the ordinance, they are allowed to agree with the neighbors which way they may have it facing.

BARINGHAUS Okay. Thank you.

COPPOLA Any other questions? Have just a small group of questions. The notice says that a fence was put up. Privacy fence was put up without neighbor approval. As I looked through the submissions from the Petitioner, it appeared to me that there [was a] privacy fence erected and it looked like in place of chain-link fence that actually led it to two different neighbors. Is that...?

STIERNA That's correct. The neighbor in question wanted the chain-link fence that was approved on the agreement. However, they ended up [with the] privacy fence, which the neighbor hadn't approved. The other neighbors were in agreement with--

COPPOLA So you have that signed?

STIERNA We do have the others signed, correct.

COPPOLA So the one that's on Morningstar to their west, I think. That one's signed?

STIERNA Correct. Yes, we do.

COPPOLA Okay. And then so I noted that there was a permit that was issued for a fence on 9-24, which was actually two months after the violation was noted. What's that fence permit for?

STIERNA I believe it may have been an enforcement, fence erected without permit. He came in, pulled the permit.

COPPOLA But he couldn't have pulled the permit without all the documentation, which would have been the neighbors' approval, correct?

STIERNA Correct.

COPPOLA So you couldn't have issued a permit for the whole fence. That may be for just the fence between the neighbors on Morningstar?

STIERNA No, I believe.... Let me look into the history on that one real quick.

COPPOLA Last question is, when putting a fence between two properties, can you put a fence one foot inside your property, or is it supposed to be on the property line?

STIERNA It is supposed to be as close to the property line as reasonably possible. Part of the agreement is agreeing where that fence line is. It ultimately is... there can be only one fence separating the properties.

COPPOLA So the neighbor—again, I'm a little confused, because when as close as possible would mean when it's not possible, that means there's an obstruction, like a telephone pole or something that's--

STIERNA Trees occasionally will—

COPPOLA --hard to move, but otherwise it should be on the property line.

STIERNA Correct.

COPPOLA So the parties can't agree that, "No, I want you to move the one foot inside your property." That's not really a....

STIERNA Well, barring having a sealed survey, there's really no way to determine that.

COPPOLA I think we do have a survey here, right?

STIERNA Yeah.

COPPOLA Correct. Okay, any other questions? The Petitioner can step up to the podium, and I'll need a name and address just for the record first.

BOZYK David Bozyk, 38530 Morningstar, Livonia, Michigan 48152.

COPPOLA All right, thank you, Mr. Bozyk. Why don't you go ahead and I mean, I think you did -- I'll compliment you -- a pretty good job documenting everything pretty well. You wrote a letter. I saw that. But why don't you just, for purposes for the record. Why don't you just give us the highlights here. I'd like to understand primarily why the fence went in without a permit, and then to understand the reasoning, why you believe we should provide this variance that you requested.

BOZYK All right. I'm willing to answer questions as we go along. First, without the permit, it was a pretty good consensus. Doug and I -- my neighbor -- they talked about, or I had talked to Doug for about a year about replacing the fence. I mean, it was a conjunction of multiple different fences: chain-link, dogwood, or it should be shadow box, picket fence. It was just a compilation of three or four different types of fence, and it was falling over. It was an old fence, and it just needed to come down. As I mentioned, Doug had originally quoted me at a vinyl fence, a six-foot privacy fence around the perimeter, and it exceeded my budget. By double, almost. I mean, my budget for this fence was about six grand. I'd gotten another quote by an existing neighbor that was getting their fence done for about 11 grand. So I'm like, "Okay, well, I'll do that." At the time that Doug and I had been talking throughout the year, since my fence, he didn't really care. So that's kind of why I went about building the fence. I didn't, honestly, I thought I saw online where I didn't need a fence permit, but obviously I was wrong. So that's why I went about it without getting the permit originally.

COPPOLA Okay, so you purchased the property 2019?

BOZYK I believe so, yeah.

COPPOLA So you've been there for a little over five years.

BOZYK No, two thousand-- like 10 years.

COPPOLA 10 years, 2019 with my math--

BOZYK Seventeen.

COPPOLA Seventeen. I'm sorry, 2017, so you've been there about 11 years. You've been there, yeah, okay, eight years. So what's changed in the sense of, because I believe that neighbor has been your neighbor since you moved in.

BOZYK Like I said, we, and I had mentioned replacing the fence, more cohesive aesthetic per se. It just... it needed to be replaced. I wanted my privacy. He was okay with the six-foot because, or the vinyl fence, because he quoted me at the vinyl fence. It's too expensive. I went with the lower bid. And then after I went with the lower bid, the fence is up. That's when issues started to arise.

COPPOLA Okay.

BOZYK Let me add to you that it's not the whole fence that's in question. It's only half of our property line that is, how do I want to say, like, the property line that we share? We're only arguing about half of it, okay? Half was wood before. He's okay with the wood that was there before. So he's okay with that. But the other portion that is up and down alongside the pool that used to be chain-link, that's what the argument is. So basically, he wants me to take down the fence that I put and put the chain-link back so he can see in my yard. But regardless if I put the chain-link back, he's still going to be looking at another wood fence. I mean it's in my pool, so that's where we're at with it, right? 72 foot of chain-link that he wants me to replace, or wood that he wants to replace, back to chain-link, which I think will look ridiculous, but I'm not trying to get personal.

COPPOLA You had mentioned, as one of the hardships you had was his dog. How long has the neighbor had this dog?

BOZYK Not sure how long he's had the dog. But yes, the dog, it's been mean, it's been--

COPPOLA Give me an estimate. What is he, is it a brand new dog? Is it the dog he's had for four years? Is it a dog he's had since you lived there?

BOZYK To my understanding, it's, I don't know, three years? About right? Three years, maybe? Two years.

COPPOLA Okay, and you had mentioned that the dog bit you. Where were you when the dog bit you?

BOZYK Actually, Caroline had come over to talk to me in my yard, about the fence, and I actually had surveillance cameras up, of the dog attacking me, and I didn't know how to save the footage to my phone to.... Yeah, it bit me. It's almost bitten my girlfriend, or attacked my girlfriend through the fence. It's bitten the neighbor across the street. Every time we go out there, the dog is out there will run up and down the fence line. All hyper. I don't understand why he wouldn't want a privacy fence. The comfortability of the dog, comfortability of myself. My family, my kids, when they go out there and swim and I mean, it's comfortability for both of us.

COPPOLA So the dog didn't jump the fence. It came around.

BOZYK She was talking to me. The dog had attacked me.

COPPOLA Has the dog jumped the fence?

BOZYK No, the dog does not jump the fence.

COPPOLA Have you considered any alternatives, such as landscaping, arborvitaes, something else rather than a six-foot fence to kind of achieve the same thing with privacy, some level of privacy,

BOZYK We had trees. They were making a mess out of the pool, so we cut them all down. Yeah, I had... however it is to do, 72 feet, it's way out of my budget. I may have already invested everything I got into this fence project. To take it down, a perfectly good fence to put chain-link up, and then to put trees up, and then that's just, that's way out of my budget.

COPPOLA Okay. Questions for the Petitioner?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Thank you, Mr. Chair. I wanted to touch back on a point you made that the previous fence. You said half of it was wood and half of it was chain-link.

BOZYK Correct. And actually within the past year, we cut all the trees down, and then it opened up the view, per se, and again, it's like the chain link, the wood, the shadow boxing, the wood is falling over, to aesthetically make it more pleasing. It's like, let's just go with one material that is aesthetically, I mean, rather than having multiple different picket, shadow.

TESTA Mr. Chair, I know I do this to you a lot. I now have a question for Inspection. So I have to go back to Inspection. Mr. Stierna, if he had come in to pull a permit initially, I believe the ordinance states that all the materials have to be cohesive, meaning, if you put it, it would have to be all wood fence. Can't have mismatching materials. So would that have been rejected?

STIERNA No, that isn't necessarily true, because we do have areas where they want to have a privacy fence, say in the backyard, take it forward to the side yard, into the front, to the front corner of the building where it was required. So we do allow for variations in the fence.

TESTA Let me rephrase that. He came in with a vinyl fence, he wouldn't be able to put a vinyl fence with a chain-link and have it abut up to the wood fence. A little bit of mismatching material.

STIERNA I don't think we've rejected one on that if the neighbors have agreed. I haven't come across those frequently.

TESTA Okay, thank you.

STIERNA Usually they're not cohesive.

BOLOVEN Mr. Chair.

COPPOLA Mr. Boloven.

BOLOVEN Question first for Mr. Stierna. The Petitioner had mentioned, this one portion of it was the cyclone fence that was replaced. And then to the right when I'm looking at it would be the wood fence that was replaced. Is that a true statement that that wood fence could have been replaced without a permit?

STIERNA Sections of it as maintenance, but as a whole line, no. Usually we cut it off for about 15 to 20%.

BOLOVEN 15 to 20% of what?

STIERNA Of the fence.

BOLOVEN So looking at where that is, I mean, it's that privacy fence area from the pictures is a small section of the grander scheme project here. Would they have to have a permit to replace that section?

STIERNA If they were just doing that section? No.

BOLOVEN Okay. Is that, do you know, if that section that is currently there, is that considered a six-foot privacy fence? Not the one that was installed. The previous one?

STIERNA That I don't have, unfortunately.

BOLOVEN Do you believe, Mr. Stierna, the only issue here today is just that cyclone area?

STIERNA I do.

BOLOVEN Your green sheet mentioned that there was a proposed plan, and what was installed was not following the proposed plan. What had changed?

STIERNA The proposed plan was the mixed six-foot fence with the cyclone fence.

BOLOVEN And was there a permit given for that?

STIERNA There was.

BOLOVEN That was my understanding. Okay. So question for the Petitioner, why did you change?

BOZYK On that petition it was to move. We were in argument on the property line, and he said that I was at-- he couldn't close his gate that was between his house and my old fence that he used to before. So I went about and spent an additional \$3,500 not only to get the survey, but to move the other 72 feet, not the chain. That we put up, and we moved it a foot off his property line so that he could shut his gate. Even after we had put up the fence, he had said, "I can't fix my gate," or "I think you're on my property line." I'm like, "Well, do you want me to take it down right now or move it?" He's like, "No, I don't want you to take it down. I just want to be able to close my gate." I fixed this gate two times. He wasn't happy. We went and got the survey, I got the permit. We couldn't come to an agreement. "I want to do the whole thing. Would...?" He's like, "No, I'm not signing. I'm not signing. I'm not signing." At the time, I didn't think I had the opportunity to come and talk to you. I didn't know I had a case until I got my neighbors' support. They said, "No, you got a case here." So I moved the fence line a foot off his property line after we'd already put it up. I took the double fence down, and the only portion that I left up was the part that I would like to continue to leave up was where we agreed to the chain-link.

BOLOVEN So that, I guess that's where I'm getting confused. You submitted plans that your neighbor approved.

BOZYK No.... What I signed to get my neighbor approval, at the time, we couldn't come up to an agreement. We couldn't, and I felt forced that I had to agree to whatever he was saying. I didn't think I could come here and argue like, "Can I please keep my...?"

BOLOVEN I'm trying to figure out how we got here. Take a step back.

BOZYK Okay.

BOLOVEN How did we get here? It looks like you submitted plans that your neighbor approved. Is that true?

BOZYK Correct.

BOLOVEN What changed?

BOZYK Right now there's still 72 foot of privacy fence.

BOLOVEN Yeah, but you get what I'm saying. Why... you had your neighbor's approval? You had a plan. You submitted. You got a permit.

BOZYK Right.

BOLOVEN You're good to go. And somewhere along the lines, you changed and decided to put up a whole new fence.

BOZYK No, no, it was already up. He wanted me to take it down. It was already up.

BOLOVEN So you put this whole fence up without a permit from the beginning.

BOZYK Correct.

BOLOVEN You then figured out you had to get the approval.

BOZYK Right.

BOLOVEN You then agreed to do part....

BOZYK I only agreed because I felt like I was forced to agree to get any permit whatsoever.

BOLOVEN You're basically at that point right now. You're appealing the decision, because right now you were denied. I guess I miss an effect of why you agreed to something and now....

BOZYK Because I didn't know, because I felt like I was forced to agree on something that I didn't want to agree on, I didn't have a choice. I feel like I do have a case where... I still have the fence up. I mean, there's still the cost of it, there's still the privacy, the dog. The support from my neighbors, I didn't have that. I mean, I had it, but it's like I didn't understand why I couldn't appeal it, right from the beginning, before I even submitted those, that permit or agreed to that. I didn't think I had a case. And I do have a case. It's....

BOLOVEN Thank you, Mr. Chair.

COPPOLA Mr. Stierna, did you have a chance to look up that permit and see what that was for?

STIERNA I did. That was an enforcement for the illegal fence. Then once the enforcement was set, it's still open. Once the enforcement was set up, then he came in for the permit for the fence, which is....

COPPOLA It hasn't been issued yet. Even though it's showing up.

STIERNA It's showing....

COPPOLA It's showing up on the system as a privilege I have, yeah, I have the PZ 24 04 26 which is the issued fence permit for this fence in question. I have no other permits for a fence.

COPPOLA The question is, what is the permit? Is it for a complete privacy fence, or is it only for the sections?

STIERNA It is for the section. It is for the complete fence, including the sections that were to remain chain-link. So the permit was issued for "install six-foot vinyl privacy enclosing the rear yard and install four-foot chain-link from the telephone pole heading west along the rear line to the corner of the property." That was the permit.

COPPOLA I'm sorry, it says "vinyl?"

STIERNA "Six-foot privacy fence."

COPPOLA Okay.

BOZYK I guess, what you said, "Why are we here?" It's because I'm trying to keep that 72 foot of....

BOLOVEN Better stated. And that was partly my question, Mr. Chair, that I was trying to understand the timeline. So seems like fence fully goes in, no permit. Complaint comes in, an agreement's reached. Submit that agreement, which included part privacy, part chain-link, permit issued. That was the agreement, and now neighbors come back, or the Petitioner has come back and said, "I don't want that agreement. I want to appeal it, because I want to leave up the full privacy fence." Is that correct, Mr. Stierna?

STIERNA That would be correct.

BOZYK Yes, that's correct.

COPPOLA Other questions?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA First, thank you to Mr. Boloven, for going through all that to get to the bottom of it. But question for Mr. Stierna regarding the enforcement. Who? What triggered that? Was that an actual neighbor complaint, or City or...?

STIERNA Yes, it was a neighbor complaint.

TESTA Thank you.

COPPOLA Vice Chair Baringhaus?

BARINGHAUS Yeah, thank you. You talked to the neighbor, and your neighbor indicated that they wanted a portion of it chain-link. You just left it at that, you didn't go any deeper?

BOZYK No, everyone went back and forth. They said, well. Like that.

BARINGHAUS What was the back and forth? Give us the....

BOZYK He was going back to vinyl for the 72 feet, back to chain-link for 72 feet.

BARINGHAUS What was your neighbor's reasoning for that request to have chain-link in that particular section?

BOZYK They wanted to view my backyard. They feel like it's taking away their view.

BARINGHAUS Is that the portion of the wooden fence that crosses into their backyard?

BOZYK They're not worried about that wood portion. They're only worried about the chain-link portion.

BARINGHAUS The chain-link portion?

BOZYK Right. It has to give them full view.

BARINGHAUS The fence is, I believe, in the area of the backyard, isn't that correct?

BOZYK I'm sorry, say that again?

BARINGHAUS In the area of their backyard?

BOZYK Correct.

BARINGHAUS Yes. Currently... tell us about the materials of the fence.

BOZYK It's dogwood, a six-foot dogwood.

BARINGHAUS Treated or untreated.

BOZYK Currently, it's untreated. I want to know what happens before I go and treat it. I mean, once weather breaks I'd like to treat everything.

BARINGHAUS How would you be treating it? Well, how would you like to...?

BOZYK Spray.

BARINGHAUS Stain?

BOZYK Stain. [Inaudible]

BARINGHAUS Okay, great. Thank you.

MEAGHER Mr. Chair. One question. Was there anything wrong with the 72 feet of chain-link fence?

BOZYK It was falling over.

MEAGHER It was falling through?

BOZYK It was just all falling over. Everything needed to get replaced.

MEAGHER The 72 feet that we're talking about, not the....

BOZYK Correct.

MEAGHER Okay.

BOZYK It was all falling apart.

MEAGHER Thanks, Mr. Chair.

ROTONDO Mr. Chair?

COPPOLA Yeah, Mr. Rotondo.

ROTONDO Question for the Petitioner. I'm looking at the pictures of the new fence and what's the reasoning behind having the fence face.... The fence is.... The posts are facing

your yard on one side and on the other side, they're facing the neighboring yard. What's the reasoning for that?

BOZYK At that time when we installed it, there's a lot of bushes on the other side of that fence, so it was just easier to install the way we did. But my neighbor, the neighbor. He didn't have a problem with that. He was okay with the way the fence is.

ROTONDO Okay and that one where the posts are facing outwards, is that the neighbor that you did not come to the agreement with, or...?

BOZYK That one where they face out, he's okay with that.

ROTONDO Okay. Thank you.

BARINGHAUS Mr. Chairman?

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Thank you. Yeah, your neighbor next door to you on Morningstar, which contains the section of fence Mr. Rotondo described. Did you have conversations with that neighbor when you were thinking about putting the fence in?

BOZYK He was good with it. He was happy. He'd actually like to continue doing the same fence around his property. And I believe he's here to speak today.

BARINGHAUS Great. Thank you.

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Question for the Petitioner. During your opening statement, you talked about your neighbor Doug and getting a quote from him, I'm assuming you mean you were gonna hire your neighbor to install that fence?

BOZYK That's correct.

TESTA Okay. Is he a licensed installer?

BOZYK He's done a lot of work, construction work and such. He does landscaping. So I would consider him a professional.

TESTA Did he indicate to you in any way that a permit would be necessary?

BOZYK Not before the fence.

TESTA Okay, so during the location process, in the quote....

BOZYK It wasn't even a problem. So that was it. Was that, actually, that day.

TESTA Okay. Thank you.

COPPOLA Mr. Bozyk, I forgot to ask this question. What do you do for a living?

BOZYK I just retired from Ford.

COPPOLA What did you do for Ford?

BOZYK General assembly.

COPPOLA Any other questions for the Petitioner? All right, seeing none. Is there anyone in the audience who would like to speak for or against this petition? You can go ahead and have a seat, Mr. Bozyk.

JESUS JIMENEZ I would. Do you want me to come back up there?

COPPOLA If you would, please. I'll need a name and address beforehand.

BOZYK Thank you.

JESUS JIMENEZ How are you guys doing tonight?

COPPOLA Good.

JESUS JIMENEZ My name is Jesus Jimenez. I reside at 38568 Morningstar. I'm actually David's direct neighbor. This is my daughter Graciela and my son Jesus. We came here today as a family, because we speak together as a unit. My wife is currently at home recovering from the surgery she had last week, but she did write a letter, and if it's okay with you guys, I'm gonna have my daughter read my wife's letter on her behalf.

COPPOLA You can submit it in for the record, but if you'd like her to read it, that's fine.

JIMENEZ Okay. That's our approval. That's our letter, right there. Ready to go?

GRACIELA JIMENEZ (Letter of approval from Kristina Jimenez, 38560 Morningstar, was read)

JESUS JIMENEZ So with that, I want to add, I'm sorry, but I didn't print out enough. This is a visual of our property lines, which I think it's important to see. I've labeled the neighbors that are kind of technically involved with all of this. David himself, the Petitioner, is C in these images. I'm B. My neighbor to the right of me is A. So the neighbor A is the first one that got their fence put up. This was way before I even bought this house. I literally just moved into this house seven months ago. So when I bought this house, my neighbor on the west of me had already had this fence erected. David on the east of me was getting quotes, and had gotten a quote from Doug, and while that neighbor on the west of me was getting their installation done, he got a quote from them. Before I had moved in, David put up that fence, and I was happy with it. I respected him. I respected his family, his pool, his kids. I have kids. You know what I mean? I don't have any problem with anybody, but I respect people's privacy, period. Somehow, there was a disagreement between them two, and from that point on, somebody else called the City, and the City started issuing the ordinance, the violations. Neighbor A, in this picture, had to go to his neighbor and the neighbors on Eight Mile to get there to keep his fence. Sorry. He had to get three other neighbors, plus my approval to keep his. Neighbor G also shares a fence line. I just recently made contact. She's in the audience tonight to speak her mind. It seems that everybody in this picture was perfectly fine with the fence. I don't know what his personal issue is, but for him to be the only one that's [objecting], not only [objecting], but him to demand that that four-foot fence go back up, more specifically in the area of his pool, I think is a huge red flag, because I have a hot tub. My kids are out there in the hot tub. I don't want anybody looking at them and what they're doing, who's out there, and how they're out there. For him to say that, "You got to take your fence down. I want it back to the chain-link, but you can keep that side, and you can keep the fence that goes between me and Dave." I mean, that's just being petty at that point. You know what I mean? So I don't know if I'm wording that any better than what my wife tried to do or what Dave did. I think he did a fantastic job. And to address a question earlier, I think it was Christopher, I'm sorry. You had asked him what changed from the time that he had requested that permit and to where now he didn't want to agree with it. What changed is me, I'm neighbor B, and then that image again. I'm sorry. The red line is what he put up. That green line is what I'm going to submit my permit for to continue the fence run, because now David has it on my east side. Neighbor A has it on the west side, it would be logical for me to continue that fence route and cost, definitely cost efficient, because they had already paid for the size. I wanted to continue that fence route. Unfortunately, my fence also abuts up with his fence that guy was complaining about. So this petition is not just for David to keep his, it's also the start of mine now, because if he's having this type of problem with David, which I don't know what it is, I just moved there, I don't want to have these type of problems with him. But if there's already this type of friction between neighbors that have been there over 15 years or eight years, whatever it is, I don't want to be part of it. I think it's fair. I think it's reasonable to leave this fence up and possibly consider my permit that I would be pulling in the spring to put that up too. I think that's pretty much all I have to say. Within that time, I'm sorry. One last thing. Within that time, I've made communication with all my neighbors. I've gotten along with all of them. It seems like they or Doug is the only one that has an issue with anything. My kids made friends with the neighbors across the street. The community is beautiful. Everything is fine about it. I don't understand why somebody has to be so intrusive with how they spend their money. If they're

not going to contribute to it monetarily. It's okay to have an opinion, but if you're not going to pay or help put that work in, you shouldn't have really have too much of a say of what he's doing on his property with the taxes he's paying. My opinion, I don't know if that's true or not. It's just opinion.

COPPOLA All right, thank you. Mr. Boloven, you have a question?

BOLOVEN Yeah. Question for... I'm sorry, is it Mr. Jimenez?

JESUS JIMENEZ Jimenez. Correct.

BOLOVEN I'm looking at a picture that encompasses your property as well as, I believe, kind of comes to a tip where you and, I guess it would be....

JESUS JIMENEZ Dave's property, correct.

BOLOVEN Your diagram there. Is that chain-link currently continuing down?

JESUS JIMENEZ Between me and Dave? No, he's already went—

BOLOVEN No, you and....

JESUS JIMENEZ Me and Doug, me and Doug.

BOLOVEN Doug, okay.

JESUS JIMENEZ Yeah, it's currently chain-link. It is in kind of poor condition. And to be honest with people, yes, there is vegetation, and it's great during the summer, but honestly, during the winter, he has a dog, and I have a dog. It's clear as day that the dog will run against the fence and stir some stuff up. I want a fence. So it is, there is a chain-link fence there, but for you guys to like, not you guys, but for him to be required to take down that 72 fence and then leave up the wood fence going east, and then leave up that run that goes north and south between me and him. It kind of looks something like, "Was it done right?" You know what I mean?

BOLOVEN Thank you, Mr. Chair.

COPPOLA Thank you. Anything else?

JESUS JIMENEZ Okay, I think we're set.

COPPOLA Would anyone else like to speak? Mr. Martin.

MARTIN Thank you. Christopher Martin, I used to go to these meetings a lot.

COPPOLA Could we have your address, too?

MARTIN Christopher Martin and 72 years resident of the great city of Livonia and the great state of Michigan.

COPPOLA Still need your address.

MARTIN No, you don't. I know that, really you don't. So just a few comments on fences over the years, because I've watched a number of these debates over the years, and primarily the Zoning Board is here to talk about fences. That's probably your biggest topic, I would think, is privacy fences. And the gentlemen had mentioned that maybe wanted to keep the four-foot cyclone or whatever, so he could look through it. So Michigan is one of the states that you don't have a right to a view. So if you build a house on a lot, and next door to you is some beautiful woods, and all of a sudden, some developer decides to build a house there, you can't stop that. You have no right to that view. So that's number one. Next thing is the good side of the fence, they call it the good side, always goes towards your neighbor, and the hardware goes towards the Petitioner's side. As far as the maintenance repair, supporting a certain percentage, there is no certain percentage, not in the state of Michigan. On the maintenance repair. The fence, you put it on the lot line. No matter who pays for it, you both own it, you and your neighbor. The equivalent of that would be if one of you wanted to come on over and build a garage on my property, I would own the garage. You paid for it. I would own the garage. The permit: the guy's here because he didn't have a permit. To go get the permit, I don't think that was really necessary. He's here to get approval whether he has a permit or not. That's the way I would look at that. And so the fact that he got a permit after putting the fence up is pointless to me, because he came here to get your approval for something that might not have been done correctly in the beginning. But here's another thing, though, is that good fences make good neighbors. And there's a lot of truth in that. Another thing, especially when the privacy fences are discussed, there's usually an angry dog involved. So some stories have been told about that, and I'll tell you, to be quite honest with you, is I tried to get that leash law passed in Livonia and it eventually was, but if a dog was to attack me, to be quite honest. And I told other people this within the Law Department also at times is, I'd shoot the dog. It's that simple. Dog attacks, then I shoot. It might not be humane, but I'm in the process of protecting myself. So I have no interest in this. What goes on between the neighbors on this particular case. I'm just here to say my opinion and what I've seen over the years on privacy fences and who owns what, and this and that. Usually another thing, too, it's very rare that when you put a privacy fence, your neighbor ever chips in. That guy's the poorest guy on the face of the earth when you try to get 50% fence reimbursed, okay, so I would have put the fence up on my property if I paid for it, because then I own it, I can paint it what color I want on both sides. So that's it. Thank you.

COPPOLA Thank you. Anyone else want to speak for or against this petition?

DOUG STROHMER I could use a glass of water.

TESTA There's a drinking fountain right out the door.

DOUG STROHMER Could I get a drink real quick?

COPPOLA All right, please make it quick. Do we want to hear someone else? I'll take someone else in there.

GASTON My name is Nancy Gaston. I live at 38685 Jahn Drive. My property is in the back of the subdivision. My property doesn't have anything to do with the fencing that's going in. The reason I'm here is because in Livonia Hills, it's been recognized by the City back in 1955 that there is an association that has been put in. And as far as I have [inaudible], one of the reasons that we had the association that began 1955, it was because they got shared goals and property values and the unity of the sub were all the homes. Everyone is different, but everybody basically has the same idea as far as the openness, the trees, and the landscaping. People don't particularly like to be told what they can do on their property, and I can understand it, but they also have to take in consideration the unity of what their ideas are and how it affects the rest of the neighborhood. We have a very small sub of only about 28 homes through there. This has always had an open feel. It has a nice charm. A lot of large pole trees. I've been in that sub for 43 years, so I've seen the smaller trees grow up and I've seen the larger trees die out. It's unfortunate that we have this problem. Sorry. We have never had any issues in all the years that I have lived there with any of the neighbors or any disputes that are going on. But the thing is, everybody has had that open feeling. We don't have sidewalks, we don't have street lights. People are able to walk through the streets by themselves. So I understand, and there's many neighbors that are disturbed as far as the fencing that's been going up. It's more of a stockade type fence, and it really doesn't really meld with the rest of the subdivision. I have a landscaping business, and I don't understand why somebody would lock up the properties the way they have, and also having a chain-link fence that has dissipated over the years, I'm quite sure that having a wooden fence is going to have even more issues and have to be repaired, or it is going to have to be replaced, which is also going to be an issue for whoever ends up putting up the fence. I can't speak for a lot of the neighbors, because I hadn't gone around to talk with everyone. I had headed up this association many, many years ago. I am supposed to be informed by the City about problems that they have within our subdivision, which I have not ever in the last few years, been notified about issues that have come up, whether it is on Eight Mile Road or just the ditch along my road, or anything that's in or felt. So I'd appreciate being able to know or have somebody notify me when there is problems that are going on, so I can talk to the other neighbors and see how they are. I have, I've been recognized by the City for many, many years, and for some reason the last few years, I haven't been notified with the City about anything. It's been mostly through the Inspection Department, where I've had to deliver letters stating my position with the sub, and I haven't heard from them. So I just want you to know that there is, there's information that's out there on our subdivision that talks, indirectly talks about the fencing that's allowed in our subdivision. Permits. People have gotten permits to have the fencing put in, but none of the neighbors have been notified. So this is a problem that's not very serious. But the thing is, it's things that the other neighbors know what's going on and what they can do with their property. That's all.

COPPOLA Just, if you wouldn't mind a quick question for you. You keep referencing the association. You have a deeded association in the subdivision?

GASTON I have all the people who were going back to 1955.

COPPOLA I understand that, but is it a deeded association, or is it just an informal association?

GASTON It is. It's what I had been told. It's classified as Livonia Hills Association. It's not a homeowners association. There's no dues, there's no officers. It was just for information of things that were going on within the subdivision.

COPPOLA So it would be more of an informal association than a deeded association that actually has....

GASTON We were supposed to be registered, and I don't know what happened so far, the Inspection Department doesn't have any record of us. But a couple years ago, we had to request a grant to have the pillars outside our subdivision replaced. Now, whoever I spoke with as far as giving me the grant, they knew that I headed up the association, so I don't know where the paperwork and responsibilities lie. It's hard. Who has the paperwork to our association.

COPPOLA Okay, thank you.

MYSLIWIEC My name is Joe Mysliwiec. I live at 20464 Meadowview Street, kitty corner from where the so-called fence is there. I've listened here now for 60 minutes. It's not an amicable situation with neighbors against neighbors, and the very basis of it is a permit wasn't taken, a fence was put up. Agreements between neighbors weren't made, and neighbors have a right to enjoy their property, and there should have been an agreement, there should have been a permit. And all I can say is, if I was doing it, I would talk to my neighbors. If I'm putting a fence on both sides, I would talk to them. I'd even ask them, "Would you want to contribute to it? Would you want to help me design it? Would you want me to help? Want me to help you to pay for it?" But in this case, things didn't happen that way. And so you folks have a tough decision to make, but I looked at sitting here for 50 minutes. I looked at the lot lines. The fence isn't on the lot lines. Was there a survey? Were there documents? Survey documents, the fact that a permit wasn't requested properly. The permit was, what, was two months after the fence was up, the permit was issued. Those are all problems that leave the situation not in the Petitioner's favor. And I'm sorry, I put up a shed on my property. I put up an addition on my property, and I made sure I had permits. I made sure I had inspections. And I have to give credit to the Inspection Department, because when I was general contracting an addition to my house, 27 or 30 years ago, they pointed out things that my contractors were doing to save me and make the contractors do it. It worked out. When I put up the shed about 20 years ago, I went and got the permits I had to base the rat wall and the concrete slab put up. I had the shed inspected, but I

followed procedures. I knew I was going to be causing a problem with my neighbors. Looking where it's going to be. I chose a place where it would not harm anybody. I drew a drawing, took it to the Inspection Department, had it approved, then I showed it to my neighbors. They had no problem with it. But we have to be neighborly. We have to look at people's rights, but the neighbors that can't agree, I think it just goes back to the fact things weren't done the right way, and it should be corrected, and even if it's at some cost, it has to be corrected, simple as that. Thank you very much.

JESUS JIMENEZ Is it possible to add one point, just one point? I'm sorry, I didn't want to interrupt.

DOUG STROHMER You can go ahead and talk, that's fine.

COPPOLA But first you'll give your name and address, but just for the record so it captures it.

JESUS JIMENEZ Okay, I'm sorry to interrupt, Doug. I seriously am. Again, my name is Jesus Jimenez, 38560 Morningstar. I truly do not believe that Dave started this project maliciously or sneaky or anything like that. He said before him and Doug talked about putting up the fence, and that Doug was giving him the agreement, the fact that Doug gave him a quote, knew that he was trying to put up that project. Okay? Doug was going to take the job to put up this very fence that he's complaining about. I think the reason the permit was not pulled in the beginning, because they agreed upon it, with a verbal handshake and said, "Yeah, as neighbors, we can work through this. You want a fence? I'll give you a quote. You like my quote? I'll put it up." Somewhere along the lines, they didn't like it, which is why the permit had to go be pulled afterwards. David pulled that permit to try and satisfy the City. He also removed the chain-link fence. He also paid to have the survey. He also paid to relocate 74 feet of the fence going to the east, I believe. He tried to work with his neighbor. I don't think he maliciously went to sneak behind anybody's back and say, "Oh, I'm gonna put this fence up before somebody catches me." I don't think that's the case at all. I'm sorry. I just want to say that one point.

COPPOLA All right, Mr. Strohmer, you're on.

DOUG STROHMER Good evening. Thank you for the opportunity to speak today.

COPPOLA Just real quick, name and address.

DOUG STROHMER Yes, sir. Doug Strohmer, 20535 Meadowview Street. I live just directly to the north of Dave. I didn't want to be here. This is not something that was anywhere in my purview with Dave. Dave and I-- I used to cut Dave's grass in 2014, so he's been there at least since 2014. I mean, I've done a lot of work for Dave over the years. I've taken care of his pool when he went on vacation. I've helped him with a lot of projects around his house. A couple things real quick. I had a bunch of notes, but they don't even matter, really, from what I'm

hearing. Some of the aesthetics of Livonia.... So I've been a part of Livonia since the late 1970s. My dad and my uncle owned a gas station next to Corsi's. I used to pump gas. And my wife was raised here in Livonia, and went to the Livonia schools and graduated in Livonia. So, you know, we got a history in Livonia. We bought our house about 16 years ago. When we moved into the neighborhood, we moved in because [of] the woods, all the trees, and the open spaces. We had looked for over a year for a house, and that was one of the things we wanted. We wanted that neighborhood, open, togetherness, feel. And we got that. I mean, the McIntoshes came down across with apple pie, Mr. Petrovsky came down riding around 80 years old on his bicycle, came over and always with a big smile, and always had a good conversation. Mysliwiec, the Gastons. I mean, we had barbecues. Dave's been over. We've shared barbecue. So this is definitely not where I want to be today. It's not a great place. However, there's encumbrances that are happening here. And Dave and I did talk about, he wanted to... the fence needed some repairs. Okay, David didn't do anything to the fence for the whole time he had been there. Last summer, he decided to start doing some changes in his yard because he was retired, and we talked about a fence. Now, I've contracted fence. I put up fences in the city of Livonia. Had the Inspection Department come out, check the hole, check the property line, and we submitted plans. I mean, that's how we did it. When I installed fences, and I've done a couple of them in the city of Livonia. My wife and I talked about the fence, and the chain-link fence was there when I moved in, and there was trees. And when the Matthews lived there, Roger and then Lou Matthews lived there before Dave, they had to pull them too, and the trees were giving them privacy. It was a beautiful look from in our backyard. When you looked out in our backyard, it was all trees, and so Dave cut all that down. And when we talked about the fence, we said what we would agree to was a four-foot vinyl fence with a two-foot lattice, so that it had no maintenance, and so it looked nice and it didn't make it feel like a stockade. And what he put up was a stockade fence, and we didn't get any feedback on that. When I told him about... I told him it would be about 20 grand to put up the backyard fence in vinyl, three gates, materials, and labor. He said, "That's not in my budget. I can't do it." That was the last discussion we had about that. We never talked about that again. I've been very busy with work. I was coming home after dark, and a couple days before Dave was putting up the fence, he said, "I'm putting up a fence." I didn't have a choice. So when the fence went up and went down their whole side. And now all of a sudden I'm in a stockade. That was the only part of it. My wife was very upset, because from what she was used to in our backyard, it changed dramatically. And so she was very upset. And I was upset too for a couple reasons: one, the maintenance on that fence and the fact that the fence got put up without any agreement. I just didn't. He was [encroaching] on my property. The second thing that caught my attention right away was now my gate didn't close. We've had dogs since we moved in. We've had four different dogs, so the barking, the dog's trying to play, okay? Up and down the fence. I don't.... The first time I heard about a bite, is there a police report? I mean, really!

COPPOLA

Stay with the topic.

DOUG STROHMER

Okay, and I'm trying not to be emotional, but I'm trying to stick to the facts. So Dave didn't get a survey, and he didn't want to pay for the survey after the fact. And I actually gave him a couple names, and he found somebody to get a survey done. The

fence was a foot over on my property. Okay? There's pictures of it. He moved it 18 inches over, just the first part. So the part that goes from off of his house to the corner, and then it goes west to the telephone pole. So he moved that part on our property line over 18 inches. Okay? And I don't think the Inspection Department came back and looked at anything. He just... he moved part of it, and he stopped. And I kept calling Dave. I'm like, "Dave, Dave!" He never would pick up. I tried to text him. He wouldn't respond about the rest of the fence, because we had agreed that it was going to be chain-link, and he decided, after talking to some of the neighbors, that he had some right to encumber upon my property. The fence that's up from the telephone pole going west back to the corner is still on my property. Even before the chain-link was up, Dave would come to me and we talked on his porch. He said, "What can we do to resolve this?" I said, "Dave." I said, "tell you what." I said, "The wooden fence was always there from the telephone pole in the corner to your house." I said, "That's fine, but get it off my property." And the only way to make sure it was off my property was to get a survey, which he did. But the rest of it needs to go back to chain-link fence. And he agreed to that. That chain link goes 72 feet and it goes another 72 feet back. There's over 140 feet of my fence line that's chain-link. And there that chain-link was not falling down or falling apart, because if it would have my dog, would have got away and escaped, and that never happened. Now, the fence that was erected, so my gate is broken, okay? So my gate is broken on the side where it hinges, because of him messing around with it, or whoever was messing around. I don't know who the contractor was, but that gate is not right, and there's a gap like this that wasn't there before on the gate. And then the back corner, where it goes west from the telephone pole to the property line, where they took down the other neighbor's chain-link going the other way. There's a gap, same gap, which was never there before. We had puppies. We've had our dogs since they were 10 weeks old. Our yard was puppy proof. It's not that way anymore. So I don't know what else I can say about this, except I just wish I wasn't here. But you know, it's not acceptable, what with that stockade fence back there. It's not what we want. The subdivision is supposed to be open spaces, you know what I mean, and that's what Livonia has been to me. And so this changes the feel of the entire subdivision. So, yeah, well, that is true. So my wife just mentioned, so in our subdivision, there are a couple of fences up, the private, wood, but they're only partial fences, and they're all shadowboxes. Shadowbox is what was up before. With the shadow box you don't have one size bigger than the other. They're both about the same. So that kind of would have been nice too, but that didn't happen.

COPPOLA Okay. Couple questions for you.

DOUG STROHMER Yes, sir.

COPPOLA You would. So the fence, there was a six foot privacy fence where you're calling that the shadowbox, right? That was a six foot.

DOUG STROHMER I think it was five foot. I don't think it was six foot.

COPPOLA It was only five foot.

DOUG STROHMER Yep.

COPPOLA Okay.

DOUG STROHMER I could be mistaken.

COPPOLA Is that there? Did you put that up, or was that...?

DOUG STROHMER It was there when Matthews was there.

COPPOLA The Matthews were who you bought the house from?

DOUG STROHMER No, that was who Dave bought the house from.

COPPOLA So the question again, was the fence there when you moved here?

DOUG STROHMER Yes, sir.

COPPOLA Okay, so it's a pretty old fence.

DOUG STROHMER Yeah.

COPPOLA For wood. Wood doesn't tend to last. I'm just trying to remember if there was a picture.

TESTA There is.

COPPOLA [Inaudible] fence. Okay, where's the gate that you're saying was damaged? Where is that gate?

DOUG STROHMER So it's off the back corner of my house, which would be the south. So it's west corner of the house.

COPPOLA West corner, runs right off the back corner of your house. Okay, so now you're saying there's a gap.

DOUG STROHMER It's not that big, it's about this big.

COPPOLA But so when he moved it back onto his property line, now, there's a gap. Was there a gap before?

DOUG STROHMER No, there was no gap before. And also....

COPPOLA How's their gap now? He moved it back to his property line, and so then, how's there a gap now, if there wasn't a gap before?

DOUG STROHMER Because the fence was apparently over the property line.

COPPOLA The original fence?

DOUG STROHMER Yep, because there was a survey done, and that clearly was over. And, not only when--

COPPOLA When you bought your house, though. Back then you had to have a survey. Correct?

DOUG STROHMER Yeah, you had to have a mortgage survey.

COPPOLA Right? Wouldn't that survey have shown that the fence was on your property?

DOUG STROHMER I don't recall. To be honest, I don't recall.

COPPOLA You never had an issue with that fence being on your property up until he replaced the fence.

DOUG STROHMER Well, because he, not only did he replace it, if he would put it exactly where it was, my fence would have been closed. Would have closed, but it actually came further out of my property, and the gate wouldn't close. He tried to fix it a couple times because he knew it was wrong.

COPPOLA So there wasn't... so when the gate, it swings towards the fence, then...

DOUG STROHMER It goes [inaudible].

COPPOLA But the opening is against the fence.

DOUG STROHMER Correct.

COPPOLA The fence was replaced. You're saying because it was closer, it wouldn't go all the way closed. And then when he moved it onto his property, now there's a gap, but there's a gap because he moved it onto his property like you asked.

DOUG STROHMER The context was, they put in a little piece of chain-link. So now there's the wood fence, two poles, a little piece of chain-link, and my fence closes on that little piece of chain-link.

COPPOLA And that gate is a chain-link?

DOUG STROHMER Yes.

COPPOLA Okay, all right, when you were discussing this project with him, was there ever any discussion or mention of a permit being needed?

DOUG STROHMER We never got that far.

COPPOLA So you never mentioned to him that, "I got to pull a permit," or...?

DOUG STROHMER We never got that far.

COPPOLA Okay. So your position, just want to make sure that it's clear, because I appreciate everything that you said. Your position is, at this point, that there's no compromise, there's no change. You want the chain-link fence put back.

DOUG STROHMER I do, but I want to make sure that it's over on his.... It can't be on.... It needs to go back where it was. If he wants to put chain-link fence back, put it back where it was. But right now, the wood fence is over further than where the chain-link was.

COPPOLA So you're willing to have it with the chain-link back, but it's going to be on your property. Because you said right now that... you said the fence was, when it was installed, it was on your property.

DOUG STROHMER If that's the case, based on the survey I want.... He's got to take down the wood fence and put the chain-link up. It needs to go on the property.

COPPOLA Okay.

DOUG STROHMER I mean, it does. So I pay taxes. Dave pays taxes, right? So why would I give him my property? Why would he give, you know, vice versa? I don't want to give up any of my property. I pay taxes. He pays taxes.

COPPOLA I wasn't suggesting--

DOUG STROHMER No, I'm just saying no. But you know, it should just be on. You know that the part I'm good with the front part being wood, but he needs to put the chain-link.

COPPOLA Well, the front part was wood.

DOUG STROHMER And that's fine, and I told him that.

COPPOLA Anybody else have any questions?

BARINGHAUS Yes, I do, Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Okay, earlier, there was mention of the Livonia Hills Association. Are you familiar with that organization?

DOUG STROHMER I am.

BARINGHAUS Okay, when you're having problems with the Petitioner, did you consult that association to get them involved and enforce the guidelines of that association and that group?

DOUG STROHMER So I was not aware of the fact that we were going to be here today on this. I thought the enforcement was taking care of what him and I agreed upon. So no, the answer is no.

BARINGHAUS No. Okay. Do you have published rules on what can and can't be done in your neighborhood?

DOUG STROHMER Yeah, there's building restrictions as contained in Liber 13624, page 258, register number E322731, recorded March 18, 1958, now it also says it there. So it's one through 11, "Develop a state of restrictions, covenants, and conditions and agreements set forth in the foregoing paragraphs shall continue in full force and effect for a period of 35 years." And then it says, "After that date recording of this agreement, after which state set restrictions, covenants, conditions and agreements shall be automatically extended for successive periods and agreements and shall be automatically extended for successive periods of 10 years. Provided, however, that said restrictions, covenants, conditions, and agreements may be changed, modified, or amended at any time by recorded instruments signed by the holders of title to at least two-thirds of the lots in the said subdivision." So to me that says, with deed goes these covenants.

BARINGHAUS Were there any direct references to the installation of privacy fences?
[Inaudible]

DOUG STROHMER I believe there is in sections one through 11. So I think it's in....

BARINGHAUS So basically, there's nothing readily apparent in these agreements?

GASTON It calls for open lots.

BARINGHAUS An open lot?

GASTON Yes.

BARINGHAUS Okay. Thank you.

COPPOLA No. I mean, I'd like it to be a specific reference.

BARINGHAUS Yeah, that's what I was looking at.

COPPOLA I would suggest, if it's saying open lots, then there shouldn't be any fences.

DOUG STROHMER Well, I guess that's open to interpretation by the ordinance based on what is the intent. So what's the intent of the ordinance? I mean, what is the intent?

COPPOLA The ordinance has nothing to do with it. An association, and correct me if I'm wrong, Mr. Fisher, generally, the association bylaws and restrictions override, or at least are in addition to the ordinance. So the ordinance may allow a certain type of fence. But if the association, deeded association, rules say no fence, there's no fence.

FISHER Those rules are not enforced by the City, they would be enforced by the association. But yes, that is a potential answer, or at least maybe another question in this case is, what do the owners of the association rules say, and are they still valid?

DOUG STROHMER I'm not a lawyer, sir.

BARINGHAUS But that's kind of the general direction when this was occurring. I'm curious if you did consider going to your association, getting them involved. You never did, and I was wondering why you never considered that option.

GASTON He did when he wanted to find out.

[Inaudible crosstalk]

DOUG STROHMER I did know who the head of the association was, it was Miss Nancy Gaston, and I did reach out to her once this issue came up. I did reach out. Did I do it ahead of time? No, I didn't think it was necessary. I thought Dave and I had come to an agreement.

BARINGHAUS Okay. Great. Thank you.

BOLOVEN Mr. Chair. Question for the neighbor, starts with... Mr. Strohmer?

DOUG STROHMER Yes, sir.

BOLOVEN Couple questions, starting with the dog. What type of dog is it?

DOUG STROHMER It's a borderland mix.

BOLOVEN A borderland mix is not related to any [inaudible]?

DOUG STROHMER No, sir.

BOLOVEN I want to go back to the timeline of this, because I heard you, your testimony, your statement versus what the Petitioner stated. You guys spoke about this that summer, about replacing the whole line of fence. Did you guys come to an agreement to a four-foot vinyl with two-foot lattice?

DOUG STROHMER No.

BOLOVEN What's wrong with that statement that I just said?

DOUG STROHMER Did we come to an agreement on a four-foot vinyl with a two-foot lattice?

BOLOVEN Yes.

DOUG STROHMER He said no because he couldn't afford it.

BOLOVEN [Inaudible] back, you would have been okay with that down the line, the four-foot vinyl with the two-foot lattice?

DOUG STROHMER I would have.

BOLOVEN Okay. Fast forward....

DOUG STROHMER Because the maintenance, no maintenance.

BOLOVEN I understand. Fast forward. You have a fence that pops up. You file the complaint, the City inspects, and you try to come to some agreement. What was your understanding of the agreement?

DOUG STROHMER He could move the fence off my property, get a survey.

BOLOVEN Which fence? So let's start there.

DOUG STROHMER The front part that goes from his house to the corner, and from the corner west of the telephone pole. It wasn't clear that it was on my property, but based on a few different assumptions it was over on my property. The only way to clarify that was to get a survey. Once that was clarified, move the fence. We agreed to that. He was going to get a survey, move the wooden part of the fence. The second part was that he would put the chain-link back, because we did not want that high-maintenance wood fence that makes our backyard look like a stockade. We didn't want that.

BOLOVEN So your assumption was that your agreement was he was going to take the -- I'm going to separate the two -- I'm gonna say the chain-link and the wood, which the wood is the old privacy. Your assumption was, he was going to move the entire fence, wood and chain-link, back more into his property.

DOUG STROHMER Yes, sir.

BOLOVEN You had stated, when the survey was done that the original fence was on your property. Is that true?

DOUG STROHMER It was an assumption, because I don't know what it said. I'm here answering a question. I've only assumed that that's true.

BOLOVEN Do you believe that the wood fence, which was the old fence, is that more on your property line, less on your property line, or is it in the same place? Where it is currently now, since it was replaced.

DOUG STROHMER So it was replaced, but then was moved. So.

BOLOVEN I understand.

DOUG STROHMER Okay.

BOLOVEN What I'm asking is: the current location of the wood fence, that first part of the fence....

DOUG STROHMER Yup.

BOLOVEN Is that in the same place as the old wood fence? Is that more in your property line, or is that less in your property line?

DOUG STROHMER Less.

BOLOVEN So it's moved back closer to....

DOUG STROHMER To Dave's house.

BOLOVEN The Petitioner's house, and where's the gap coming?

DOUG STROHMER So one guy tried to fix the gate, and they put in two posts with a little piece of chain-link. The post wasn't close enough to the gate, so it just barely, it barely hooks the post. So now there's a gap.

BOLOVEN So if he moves closer to his property line, is it going to create a bigger gap?

DOUG STROHMER If he moves closer to....

BOLOVEN You're saying that—

DOUG STROHMER No, because that's already gone. So that's not the chain-link part. That's at the wood part.

BOLOVEN I'm separating out the two. You're asking him to move the entire fence onto his property line. Is that correct?

DOUG STROHMER Yep.

BOLOVEN Okay, so then we got the wood, we have the chain-link. Let's focus on the wood. That's the replaced part. He moved it more. It was already on your property line. He moved it back closer to his but he's still on your property. You want him to move that all the way on his property? One of your biggest concerns is this gap?

DOUG STROHMER It's not my biggest concern. It's not. I just wanted to point it out.

BOLOVEN Isn't the gap going to increase, though, the more he moves it back to his property line?

DOUG STROHMER He doesn't even move it anymore. It's already been moved.

BOLOVEN I'm missing something here. Let me ask again. Do you think that the wood fence where it is right now, does anything need to change with that fence? Just the replaced part. Is there anything that has to change there?

DOUG STROHMER So the part from the telephone pole to the east to the corner of the house, is fine.

BOLOVEN That's fine.

DOUG STROHMER Except for it goes like this.

BOLOVEN What do you mean, it goes like that?

DOUG STROHMER It's not put in straight. It's not straight. It's not put in right. It's really not. I put in a lot of fences.

BOLOVEN Okay.

DOUG STROHMER It's not straight.

BOLOVEN Taking that aside, the property line. There is no property line issue with that first part?

DOUG STROHMER No.

BOLOVEN Is that where the gate is? Is that where you had the issue? So that's resolved. That's done.

DOUG STROHMER Except my gate's broke.

BOLOVEN Okay. Property line issue is done. Gate's broke, but property line issue's done, gap issue's done, I'm not... correct?

DOUG STROHMER Yes, sir.

BOLOVEN Going to the chain-link side. You mentioned shadowbox. You mentioned that you would have been okay with the shadowbox. What was that shadowbox for? That type of fencing. What were you okay with shadowbox?

DOUG STROHMER I like the look of it and it's what was there before. So basically you'd be replacing what was there before.

BOLOVEN So would you be okay if it was shadowbox all the way down?

DOUG STROHMER No.

BOLOVEN Were you okay with shadowbox? Where on the property line did you want shadowbox?

DOUG STROHMER It's a moot point now. It would have been nice to have the shadowbox. He's got the wood fence up. I'm not asking him to change it to shadow. He can keep that part of the fence. It was wood before. It was not that wood. Okay, the shadowbox would've been nice. Would've been better with the neighborhood, because it just doesn't go. But the rest of it gotta go.

BOLOVEN So you just wanted shadowbox in the first place.

DOUG STROHMER I would have liked vinyl, but I wasn't paying for it. It was not my choice.

BOLOVEN You would have done vinyl all the way through.

DOUG STROHMER I probably would have.

BOLOVEN You would have done vinyl all the way through.

DOUG STROHMER I wasn't paying for it. I wasn't the one who was trying to change the fence. I was fine with the fence. He was the one that wanted to change the fence.

BOLOVEN Thank you, Mr. Chair.

TESTA Mr. Chair. Question for the neighbor. So thank you for speaking. It's good to hear both sides. I wanted to follow up on the vinyl fence. Part of your comment was you moved into the subdivision for the open views. You talked about the trees that were once there and they were removed, you said. Did the neighbor talk to you about that before they were removed, or they just took them down?

DOUG STROHMER I don't know the timeline of that, but once the tree-- and I don't even understand why you would... it was nuts. The trees were nice. It could have been maintained, and there was privacy, full privacy, except in the wintertime, but so is the rest of the neighborhood.

TESTA Okay. The word you used before, I guess I'll use it again for privacy.

DOUG STROHMER He's the one that's like, he's worried about me looking over his fence into his pool, that's what I heard.

TESTA Right, right. But you're also saying you want an open view. Those two things conflict. If you're saying those trees are creating privacy, you didn't have an open view before, right?

DOUG STROHMER But it was natural.

TESTA Okay, fair point. Regarding the vinyl fence that you would have been okay with. Why was that okay if you want to be open to view?

DOUG STROHMER I was trying to be a good neighbor.

TESTA Okay. Thank you. And then last question regarding the Jimenez family. They also spoke. They're looking to put in a fence as well. [Inaudible] fence. Have they approached you about that yet?

DOUG STROHMER So... I guess the answer. So I was at work one day. Now, Mr. I don't even know the man's name that spoke with his two children, but I was at work and he came knocking on the door. I wasn't home, it was dark. There was no car out front. So in our neighborhood, we usually know when somebody's in the neighborhood because we can see a car, because we don't have sidewalks. People aren't walking through. It's not a through street. It's a closed subdivision. My wife got scared. She called me at work. She called the neighbor across the street because we didn't know who was at the front door. She wasn't going to open it because I wasn't there. Nobody was there. She didn't know who was at the door. When I got home, my wife said he walked-- the neighbor across the street. She called the neighbor across the street. He was looking out the window. He said he saw a person walking across Dave's lawn that way. So I called Dave, and I said, "Dave, somebody was walking across your lawn. Carol Ann was scared. Did you see who it was?" He said, "No, but it could have been the other neighbor coming over to talk about the fence." I said, "Okay." So I went around to the other neighbor, next to Dave, and approached him, knocked on his door, and we had a conversation. That was the first time I met the man, and he was telling me at that time that I was a bad neighbor. I was causing problems, and the issue wasn't with him and I, the issue was with the property line between Dave and I. I had nothing to do with whatever was going on on that side of the fence, but he did mention that he wanted to continue the wood fence the rest of the way. That was his intent was to make sure that I wasn't going to give him problems.

TESTA Okay, so I assume you're not going to be in favor of him continuing that wood fence.

DOUG STROHMER At this point? No.

TESTA And even if we judge tonight that that fence can stay, are you still going to be against your other neighbor?

DOUG STROHMER I don't want that wood fence either.

TESTA Thank you.

COPPOLA Any other questions? You may have a seat, thank you.

DAVE STROHMER Thank you, sir.

COPPOLA Somebody else would like to speak for or against the petition?

CAROL ANN STROHMER I am Carol Ann Strohmer, I live at 20535 Meadowview Street, Livonia, 48152, and you were asking about, was he okay with the vinyl fence. The vinyl fence that had four-foot vinyl and then had lattice on top, which they did not want. So, no, I'm not okay with the top, just all vinyl. That's it.

COPPOLA Okay, thank you. Anyone else?

[UNKNOWN SPEAKER] Could I make one last comment?

COPPOLA I'm sorry. I apologize. We gotta keep things moving on.

[UNKNOWN SPEAKER] All right, go ahead.

COPPOLA Yeah, please. We've got correspondence?

KLISZ Yes, we have one letter, a letter of approval.

COPPOLA All right, hold on a second. Hold on. Did you...?

BARINGHAUS Yeah. Just go right to the....

HOUSE May I say something?

BARINGHAUS Go to the podium, please.

HOUSE Hi. I'm Monica House. I would like to add something.

COPPOLA I need your address also.

HOUSE With Dave.

COPPOLA Okay.

HOUSE So for me, I like the privacy fence. That's what I like. One time, I know I love dogs, but the dogs killed me. I was cleaning my fence, my flowers. I thought it's gonna attack me, and I almost fell on my back, because I know it's the fence, right there. Chain-link is there, but I'm still scared. I know I love dogs, but I like the privacy fence. That's it.

COPPOLA All right, thank you.

KLISZ And one letter of approval. Donald Landess, L-A-N-D-E-S-S, 38640 Morningstar (letter of approval was read).

COPPOLA All right. Thank you. All right, Mr. Bozyk, would you like to have a closing statement? You need to step up to the podium.

BOZYK Just a couple things. First, I know it's minor, but he had mentioned the gate that we fixed or moved, per se. Actually, I have a picture of it. I mean, if that helps at all, if you guys want to see a picture of what we did, but we actually added almost six inches, seven inches onto my property line. And that definitely-- we moved that fence a substantial amount onto my property line, that he had asked us to move after the survey. Now, as for where the chain-link was before, he had actually argued, when we're putting in where the gate was. He's like, "Hey, you're on my property line." So when we put in the remainder of the fence in question, where the chain-link used to be, we actually had put the fence in and then taken out the chain-link, so we had moved it already substantially even more on our property line. And when we got the survey done, that surveyor said, from the telephone pole back to the end was not on his property line. It was only on the property line from the telephone pole to his gate, where he had mentioned was in question, but the remainder where it is right now, it is not on his property line, and that survey should show that it's at the zero mark at the telephone pole. So it's not. That's all.

COPPOLA Anything else?

BOZYK Nope.

COPPOLA Okay, thank you very much. You can have a seat. I'm going to close the—

STIERNA Mr. Chair?

COPPOLA Yes?

STIERNA Briefly, question came to me from the side regarding HOA approvals, part of the neighbor agreement requests, if there is an HOA in place that requires approvals, and they are supposed to supply that to us if there is an HOA.

COPPOLA So the Petitioner is supposed to....

STIERNA Correct.

COPPOLA Correct, so that's not something that you'll chase down. This doesn't seem like an HOA. It seems like there's more, like a deed....

STIERNA Yeah, the deed restrictions are handled a little differently, but for the purposes of HOAs, we do ask that they voluntarily give us information.

BARINGHAUS Mr. Chairman? Just a question for Mr. Stierna. Was that permission provided to you at the time of the permit?

STIERNA I would say it would have been, but I would have to double check the application. I'll take a look. I'll have your answer at the moment.

BARINGHAUS And then going back to an earlier statement in the meeting regarding the permit. The permit was for a combination of wood and chain-link fence?

STIERNA Correct.

BARINGHAUS As described on the site plan?

STIERNA As described on the site plan, and as written in the application.

BARINGHAUS Okay, very good. Thank you.

BOLOVEN Mr. Chair?

COPPOLA Mr. Boloven.

BOLOVEN Sorry, a question for Mr. Stierna, real quick on that point. I thought the City's position was on the fence if there was a deed restriction or HOA restriction, that's a contractual issue between the homeowners association and the resident, that it wouldn't stop Inspection from issuing the permit. Is that a true statement?

STIERNA That is a true statement, we do still request that they voluntarily provide that information.

BOLOVEN So even if they would have voluntarily told you the HOA hasn't approved it, would that have stopped the issue?

STIERNA We would have stopped it if they said the HOA has not-- if they said there's an HOA in effect with restrictions and has not been approved, then we will stop the permit.

BARINGHAUS Excuse me, Mr. Chairman, but you will grant a permit without the HOA permission?

STIERNA No.

COPPOLA They will if they don't have knowledge.

BARINGHAUS Knowledge.

STIERNA Yes, correct. Often, what we'll see is the "no association" checked off.

TESTA Sorry to add to this, but in this case, since it would have been a replacement, would you maybe neglect that because you would assume they already had permission, already fenced in?

STIERNA It's changing the nature of the fence from the privacy or, excuse me, from the chain-link to a privacy.

TESTA Yes.

STIERNA At least on the one neighbor's side. So no, we would have still looked.

TESTA If it was from chain-link to chain-link you probably would have...?

STIERNA Probably not, no. Particularly since there's a pool involved and there are code requirements there.

TESTA Fair point. Thank you.

COPPOLA Anything else? I'm going to close the public portion of the case. I will start the Board's comments with Mr. Testa.

TESTA I knew that. You don't want to start with our new Board member?

COPPOLA I do not want to do that to the new Board member.

BARINGHAUS Next meeting.

[Laughter]

TESTA Okay, yeah, I'm really at a loss on this one. I don't mean to make light of it. It seems like a Judge Judy episode. This is probably the toughest case I've ever heard. I'm torn, disappointed. I wish we weren't here, and I think everyone feels that way. I'm still troubled with how we got here. Looks like maybe a perfect storm. I would want to say, try to table and see if you guys can work it out. Obviously, I don't think that's going to happen based on comments here tonight and the history of everything. I do want to thank the Jimenez family for coming out and the young lady who read the letter. Great job. That letter swayed me quite a bit. It kind of reinforced a lot of what the Petitioner was saying, the struggles with communication with the neighbor. I don't like to reward people who [have] done the crime without a permit, but in this case, I think I somewhat understand how we got to that spot. So maybe, maybe that point is going to be overlooked. One other case maybe I was not so willing to overlook. I'm going to be interested where other Board members' comments go, but right now I'm torn, but I think I'm

going to side with the Petitioner on this, simply because the comments from his neighbor collaborating the situation, and I think it was a breakdown of communication, and that the neighbor originally was going to be fine with this, and when he decided not to build the fence, things deteriorated.

COPPOLA Thank you. Mr. Boloven.

BOLOVEN Thank you, Mr. Chair. It's unfortunate. It seems like your guys' community, and even your relationship as neighbors, over the last 11 years, you had a good one, and this has drawn a division, no pun intended, with the fence. I'm actually divided here. But the standing policy of this Board and the City has been not to force people to have fences, and it's the hard part about this case. But you got mixing views from neighbors. You got neighbors that are in support of it. You got neighbors that are against it. What it comes down to, and that's why the City has that form, is the direct neighbor, and if he doesn't want it, unless there was some egregious situation which isn't occurring here. In fact, you can't force people to have fences. And he had the cyclone fence. He has a right to have that cyclone fence. He can't be forced, in my opinion, to have a privacy fence put upon him. As such, here I would deny the petition. Thank you.

COPPOLA Thank you. Mr. Rotondo.

ROTONDO Yeah, thank you. Obviously, there's a lot here. Thank you, everyone who commented on the situation. We had a lot of participation, so I appreciate everyone for coming out. There's a lot to unpack here, and when it comes down to it, I think at the end of the day, it was the agreement with the neighbor that [they'd done] the permit's submission with the plans that then changed when the installation happened. So I don't know that I can be in support of this. I don't know if there's enough here for us to issue a variance with this. I hope that the two neighbors can get things worked out and come to some kind of an agreement with the situation. Thank you.

COPPOLA Thank you. Secretary, Klisz.

KLISZ I agree with Mr. Boloven. Unfortunately, and it is... I paid a lot of attention, listened to everyone very carefully, and it's a tough case, but that is the problem. Once the neighbor comes and says, "I didn't approve of this, I'm objecting to it," and our tradition is to not force a neighbor to have a fence that they don't want. So I get all the hardship. I get all the cost, but the end of the day, whether it came to us as [an] appeal without a permit or not, I think doesn't really make a difference, unfortunately, so I will be against this tonight.

COPPOLA Thank you. Vice Chair Baringhaus.

BARINGHAUS Thank you. Yeah, again, it's unfortunate. It's been a very long story, but I guess the point you have to go back to is the point where the permit was drawn based on the

fact there would be a combination of wood fence and chain-link fence, and that was communicated to the neighbors in order to get approval for that variance to be granted by the City itself, and then to have a change of heart after the fact, and stay with the actual wood fence. Not a lot of clear communication on the specifications of the fence. One neighbor was left with the impression it was going to be vinyl with a combination of lattice and wood. That never happened. And other neighbors have the impression nobody wants privacy fences in the neighborhood, that it's a wide-open space. Well, there really isn't, because now you have a stockade fence in your neighborhood. Actually, you have several other fences as well. So I'd say, in terms of neighborhood, probably a nice step, and maybe a lesson from tonight is you need to band together and get a deeded association with firm guidelines, especially with fences. My association, we deal with this internally. We don't wait for the City to send us a letter and say, "There's a problem in the neighborhood," we deal with it directly. I find it amazing that the Petitioner has lived in the neighborhood, maybe since 2014. Never consulted the association in terms of the guidelines. I didn't hear that tonight. Did the Petitioner actually research the ordinances for the City prior to building this fence? Probably should have asked that question. We didn't. But apparently, from the conversation, it didn't happen as well. So based on that, I will not be in support of the variance tonight. Thank you.

COPPOLA

All right, thank you. Mr. Meagher.

MEAGHER

Thank you, Mr. Chair. I really do appreciate the voices here tonight, hearing both sides, especially from neighbors and others in the community. I think that Livonia has a long-standing tradition of neighbors having a right to privacy, but I also understand neighbors having the right to move into a neighborhood that is open. That's something that my wife and I looked at when we were looking to purchase a house. At this point, I can't side with the Petitioner.

COPPOLA

All right, thank you. I'm also not going to support the variance. I think it starts with a pretty unfortunate error on the Petitioner's part. I don't think it's... sitting here and pointing fingers and such, but it was an important error. If you had gone to the City and asked for a permit for what you have done, if you would have been at that time advised you needed the, in order to get a permit, you go to your neighbors. Basically, they sign off on a form of approval, and that would have precluded you from unfortunately spending all the money that you have spent. Important lesson is, any major changes you make to your property, you should always at least call the Building Department and ask whether a permit is required. So that's unfortunate. I think everything else really kind of becomes moot. We do as a Board, I can only think of one instance where we've actually approved a variance for a six-foot privacy fence without neighbor approval, and that was a very extenuating circumstance where the neighbor had significant violations. The backyard was a disaster, and there was just a lot of issues. I don't see that here. And so while I may or may not agree with the neighbor that doesn't want to provide you their approval, that is their prerogative, and that's what the ordinances permit and require. So it's again, I do empathize with you. I feel badly for you. It started with a very critical misstep at the beginning, and it's unfortunate, but we're here where we are today and again, while I wish that the neighbors, all the neighbors, would come to an agreement and be happy,

that unfortunately, that's just not gonna be the outcome tonight. So I'll go ahead and open up the floor for a motion.

BOLOVEN Mr. Chair?

COPPOLA Mr. Boloven.

BOLOVEN Resolved that the variance sought in Appeal Case No. 2024-11-39, filed by David Bozyk, be denied for the following reasons and findings of fact: that the Petitioner has not demonstrated to the Board that a practical difficulty exists, and that due to the direct neighbor's objection to the requested fence and variance. Further, that the denial of this appeal is in the best interest of the City of Livonia.

KLISZ Support.

COPPOLA I have a motion by Mr. Boloven, supported by Secretary Klisz. Generally, we don't have a discussion on this. Only, I would suggest that, because we're kind of in the middle of the winter, we provide the Petitioner some time to remove and replace the fence. So in other words, provide guidance to the Inspection Department, say, give them a certain period of time. I'm hoping for suggestions.

BOLOVEN Can we do that?

COPPOLA I think we can.

KLISZ Sure.

FISHER Sure. That's not unusual.

BOLOVEN January, February, March, April, May....

MEAGHER Six months.

BOLOVEN Three months? Three months, six months?

COPPOLA Six months. I would do six.

BARINGHAUS Yeah.

BOLOVEN Mr. Chair, move to amend my motion to add that the Petitioner has six months to comply with the zoning code.

KLISZ And I agree with this.

FISHER Mr. Chairman, may I just add something? By way of findings of fact so we have a clearer one that the Petitioner did renege [inaudible] DOA [inaudible].

COPPOLA Sorry. Say that again?

FISHER I was saying the Petitioner had, by way of sort of beefing up the findings, the Petitioner did renege on an earlier agreement, which is how we got here.

COPPOLA I might be wrong, but I believe that permit was issued. It was issued after the fence was put in.

BOLOVEN I get what Mr. Fisher is looking for. Let me try to add it into the findings of fact. So: Furthermore, adding to the motion for the reasons and findings of fact that a permit was issued due to an agreement by the Petitioner with the direct neighbor. But that permit was only issued based on an understanding that a wood fence and chain-link fence were going to be constructed, not the all-wood fence that has been left there and constructed by the Petitioner. As such, the direct neighbor objects strenuously to the wood fence being put where the chain fence was. And the denial of this is in the best interests of Livonia.

KLISZ And I continue to support the amended finding.

COPPOLA You can go ahead and take the roll.

KLISZ Sure.

On a motion by Boloven, supported by Klisz, the variance was denied.

RESOLVED: APPEAL CASE NO. 2024-11-39, David Bozyk, 38530 Morningstar: Seeking to maintain a privacy fence erected in conflict with the approved plans, resulting in a privacy fence erected along a common property line without neighbor approval, which is prohibited.

This Low-Density Residential property is located on the north side of Morningstar (38530), between Meadowview and Hickory, Lot. No. 022-01-0009-000, RUF District, Rural Urban Farm, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090B, Residential District Regulations,

be denied for the following reasons and findings of fact:

1. That the Petitioner has not demonstrated to the Board that a practical difficulty exists,
2. The direct neighbor objects to the fence and the variance,
3. A permit was issued based on an agreement made between the Petitioner and the direct neighbor that the fenced-in area would be fenced in partly by a wood fence and partly by a chain-link fence, but instead an all-wood fence has been left there and additional wood fencing was constructed by the Petitioner where the chain-link fence was supposed to be located, and
4. That denial of this variance is in the best interest of the City of Livonia.

Further, that the variance **be denied** with the following condition:

1. That the 72 feet of contested fence will be removed within 6 (six) months. It may be replaced with the agreed-upon chain-link fence or fencing which would comply with the fence ordinance, also within 6 (six) months.

ROLL CALL VOTE

AYES: Boloven, Klisz, Baringhaus, Meagher, Rotondo, Testa, Coppola

NAYS: None

PASS/FAIL/TABLED: PASS: DENIED

KLISZ Mr. Meagher. Vote aye or nay.

MEAGHER I'm saying...?

COPPOLA So if you're approving, you're approving the denial or denying?

MEAGHER Approving the denial. Aye.

KLISZ Thank you. Mr. Rotondo.

ROTONDO Aye.

KLISZ Mr. Testa.

TESTA Aye.

KLISZ Mr. Boloven.

BOLOVEN Aye.

KLISZ Secretary Klisz votes aye. Vice Chairman Baringhaus.

BARINGHAUS Aye.

KLISZ And Chairman Coppola.

COPPOLA Aye.

KLISZ Passes seven zero.

COPPOLA Mr. Bozyk, your case has been denied. And as such, we have to remove that, what was it, [72]-foot section of the privacy fence. You would not have to actually put a fence in. Well, you would probably because of the pool, but generally wouldn't have to put a fence in. You could put a chain-link fence in. You put another type of non-obscuring four-foot fence, anything else you'd like, or in the six months that we've allowed you to remove it, come up with something else that is agreeable to your neighbor. Again to resolve, while we denied your petition, you could always go forward and ask for a permit if you get the neighbor's approval. So that's open for you, but at this point, you'll have to move that section and then put a conforming fence in that doesn't require your neighbor's approval.

BOZYK So basically, six-foot chain is back.

COPPOLA I believe it was a four-foot chain.

BOZYK All right. Correct. Four-foot chain.

COPPOLA Correct. All right.

TESTA Can we take five minutes?

COPPOLA Five-minute break?

TESTA Yeah.

COPPOLA Okay, take a five-minute break.

The Board recessed for a five-minute break.

ZONING BOARD OF APPEALS

ZONING BOARD MEMBERS

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JAMES. M. BARINGHAUS, VICE CHAIRMAN
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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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PUBLIC NOTICE OCTOBER 10, 2025

APPEAL CASE NO. 2025-09-30, 33243 Plymouth Road: an appeal was made to the Zoning Board of Appeals by Sheldon Center, LLC, on behalf of Lessee Ivy Rehab, seeking to erect a wall sign resulting in a wall sign erected in excess of allowable sign area.

Sign Area

Allowed: 25 square feet
Proposed: 37.5 square feet
Excess: 12.5 square feet

This Corridor Commercial property is located on the south side of Plymouth Road (33243), between Farmington Road and Woodring Avenue, Lot. No. 134-99-0003-004, C-2, General Business, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 11.08 (3) – Sign Regulations – wall signs – maximum area.

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Gallery on the 5th floor of City Hall on Tuesday, October 28, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-09-30
Meeting Date: October 28, 2025

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant Sheldon Center, LLC Address 24255 13 Mile, Ste 220, Bingham Farms, Mi 48025
Owner (Same as Applicant) Address (Same as Applicant)
Lessee Ivy Rehab Address 33243 Plymouth rd. Livonia, mi 48150
Location South Side of 33243 Plymouth Street
Between Farmington And Woodring
Lot No./Parcel No. 134-99-0003-004 Subdivision _____
Zoning District C-2 Lot Size n/a Alley n/a
Present Use General Business Proposed Use (no change)
Present Building Size n/a Proposed Building Size n/a
Present Height of Building n/a Proposed Height n/a
Allowable Lot Coverage n/a Proposed Lot Coverage n/a

Proposal : Seeking to erect a wall sign resulting in a wall sign erected in excess of allowable sign area. Sign area allowed: 25 sq. ft.;
Proposed: 37.5 sq. ft.; Excess: 12.5 sq. ft.

Reason for Rejection Livonia Zoning Ordinance, section 11.08 (3) Sign regulations - wall signs - maximum area

Deficient Side yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area Per Room _____ Encroachment _____
Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
Use Prohibited _____ Deficient Parking Spaces _____ Increasing Area and Bulk 12.5

Remarks _____

Plans and Application examined by Date 7/19/2025

RECEIVED

SEP 09 2025

Inspection Department

APPLICATION FOR VARIANCE

SHELDON CENTER, LLC 24255 W 13 MILE RD STE 220 BINGHAM FARMS MI 48025 (248)752-1748

(Owner of Premises) (Street Address) (City) (Zip Code) (Telephone) (Fax)

IVY REHAB 1311 MAMARONEK AVE STE 140 WHITE PLAINS, NY 10605 (773) 354-8147

(Lessee) (Street Address) (City) (Zip Code) (Telephone) (Fax)

ROADSAFE TRAFFIC SYSTEMS, INC 1740 INTL PKWY WOODRIDGE IL 60517 (630) 310-7674

(Sign Contractor) (Street Address) (City) (Zip Code) (Telephone) (Fax)

The property address is 33111-33251 PLYMOUTH ROAD LIVONIA MI 48150

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

1. Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they? No

2. Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
see attached deed

A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

3. Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
This shopping center has unusual long depth of building (150') that created "long and narrow" stores. These unique dimensions give tenants a disproportionately small amount of signage under the ordinance, and the wall signs are an unusually far distance from Plymouth Road.
4. Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
Signage that is permissible under the ordinance would not be adequate for visibility from Plymouth road for motorists creating un-safe conditions for traffic and patrons looking for signs.
5. Explain why you think this variance would be fair to the neighbors and others who might be affected. Neighbors have received this same variance for 150% sign area because of the same depth building (33231 Plymouth - ZBA Meeting 2011-06-28).(33201 Plymouth ZBA Meeting 2024-08-13 &2013-08-35)
The proposed signage is consistent in scale with the neighbors sign sizes.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: No
9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? This building is too unique. General Commercial is the proper zoning for the building. The proposed variance is not inconsistent with General Commercial zoning.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

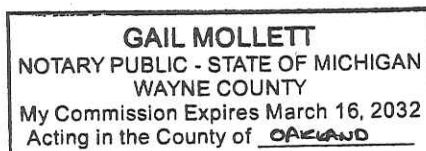
Signature of property owner: 

Please print name of property owner: Josh Grenadier - SHELTON CENTER, LLC

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 9th day of September, 2025.

Gail Mollett
(Notary Public, Wayne County, Michigan)
My Commission expires 3/16/32



Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated 9/19/2025, which reads as follows:

SIGN EXCEEDS MAXIMUM ALLOWABLE AREA.

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.


(Supervisor)

Application for permit filed No

Violation Issued No

00039663 APR 18 2000
PA. 327 OF 1868
AFFIDAVIT FILED

Liber-31466 Page-40
200127500 4/18/2000
F.E. Youngblood, Wayne Co. Register of Deeds
RDF0XB0B

COVENANT DEED

husband and wife B

WALTER R. SAMUELS and MARILYN JOY SAMUELS, each an individual having an address at 810 Seventh Avenue, 28th Floor, New York, New York 10019 (collectively "Grantor"), does hereby convey, grant, demise, alien and confirm to SHELDON CENTER, L.L.C., a Michigan limited liability company having an address at 300 River Place, Suite 6600, Detroit, Michigan ("Grantee") 48207 all of Grantor's right, title and interest, in the following described premises situated in the City of Livonia, Wayne County and State of Michigan, to wit:

SEE Exhibit A

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of Ten (\$10.00) Dollars, subject to such easements, restrictions, and encumbrances as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

*see Real Estate Transfer Tax Valuation Affidavit filed B

Grantor herein does hereby covenant and agree that it is lawfully seized of the premises, has good right to convey, that it has not heretofore done, committed or wittingly or willingly suffered to be done or committed, any act, matter or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, shall or may be charged or encumbered in title, estate or otherwise, except as may be hereinabove stated, and Grantor will warrant and defend title to the above granted premises against all persons lawfully claiming from, through and under it, except with respect to those matters described on Exhibit B.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all division (s) under Section 108 of the Land Division Act, Act 288 of the Public Acts of 1967.

Dated: August 4th, 1999

This is to certify that there are no tax liens or lites on this property and that taxes are paid for FY 1999 JAN 28 2000 previous to date of this instrument EXCEPT No. 4444 Wayne County Treasurer Date 1999 not examined Clerk R. Ward

WITNESSES:

Venus Ortiz
Venus Ortiz
Indra Rivas

Walter R. Samuels
Marilyn Joy Samuels

DRAFTED BY AND RETURN TO:
Stephen J. Bock, Esq.
Liberson & Bock, P.C.
30500 Northwestern Highway, Suite 200
Farmington Hills, MI 48334

TAX IDENTIFICATION:
Part of 46-134-99-0003-004 (1997 Taxes)
Part of 46-134-99-0003-005 (Future Taxes)
Address: 33101-33251 Plymouth Road, Livonia, Michigan

82-374717

13 112 (257)

DD
21 4R 5P9 MB

STATE OF NEW YORK)

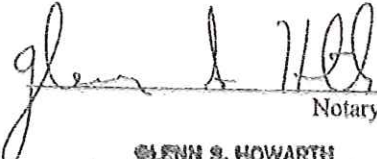
COUNTY OF NEW YORK)

) ss.:
)

Liber-31466

Page-41

On the 4th day of August, 1999, before me personally came Walter R. Samuels, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.


Notary Public

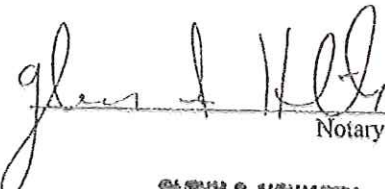
GLENN S. HOWARTH
Notary Public, State of New York
No. 31-4966670
Qualified in New York County
Commission Expires May 14, 2001

STATE OF NEW YORK)

COUNTY OF NEW YORK)

) ss.:
)

On the 7th day of August, 1998, before me personally came Marilyn Joy Samuels to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.


Notary Public

GLENN S. HOWARTH
Notary Public, State of New York
No. 31-4966670
Qualified in New York County
Commission Expires May 14, 2001

Exhibit A

LEGAL DESCRIPTION: PARCEL I

Situated in the City of Livonia, Wayne County, Michigan, described as:

Part of the northwest 1/4 of section 34; town 1 south, range 9 east, City of Livonia, Wayne County, Michigan being described as: Beginning at the intersection of the south line of Plymouth Road and the east line of Farmington Road, said point being south 0 degrees 54 minutes 16 seconds west 60.0 feet and south 88 degrees 39 minutes 44 seconds east 60.0 feet from the northwest corner of section 34; town 1 south, range 9 east, thence along the east line of Farmington Road; said line being 60.0 feet east of and parallel to the west line of section 34, south 0 degrees 54 minutes 16 seconds west 666.0 feet; thence along the north line of Van Court (60 feet wide) south 88 degrees 39 minutes 44 seconds east 590.53; thence north 14 degrees 18 minutes 15 seconds east 269.32 feet; thence north 01 degrees 20 minutes 16 seconds east 403.53 feet; thence along the south line of Plymouth Road, said line being 60.0 south of and parallel to the north line of section 34, north 88 degrees 39 minutes 44 seconds west 656.0 feet to the point of beginning.

CONTAINING 9.61 Ac.

Parcel Identification Nos:

(part of) 46-134-99-0003-004 (1997 Taxes)

(part of) 46-134-99-0003-005 (Future)

LEGAL DESCRIPTION: PARCEL II - OUTLOT X

Also, the South 1.13 acres of the following described parcel; Beginning at a point on the South line of Plymouth Road (120 ft. wide) distant South 00° 54' 16" West along the West section line, 60.00 feet and South 88° 39' 44" East, 716.00 feet from the Northwest corner of Section 34; thence along said South line, South 88° 39' 44" East, 153.13 feet; thence South 01° 19' 46" West, along the West line of Woodring Avenue (60 ft. wide), 665.98 feet; thence North 88° 39' 44" West along the North line of Van Court (60 ft. wide), 213.85 feet; thence North 14° 18' 15" East, 269.32 feet; thence North 01° 20' 16" East, 403.53 feet to the point of beginning.

Vacant land



BRANCH 1007

1740 Internationale Pkwy.
Woodridge, IL 60517

(630) 972-7770

PROJECT: 33243 Plymouth Rd, Livonia, MI 48150

CUSTOMER: Ivy Rehab

SALESPERSON: Mike Conoscenti/Suzanne Melton DESIGNER: Sassano

PROD. FILE NAME: Ivy Kids 33243 MI Livonia 2025.fs

CUSTOMER APPROVAL SIGNATURE:

DATE: 9/5/2025

CONTACT: Joel Cipowski

PHONE: FAX:

PRODUCTION USE ONLY ☒ Printed/Cut ☒ Laminated ☒ Finished

SCALE: 0.041



I approve the following sign to be installed on my building at the location of

Ivy Kids Livonia MI
33243 Plymouth Rd,
Livonia, MI 48150

LANDLORD INFORMATION

NAME : _____ Lot # _____ Block # _____

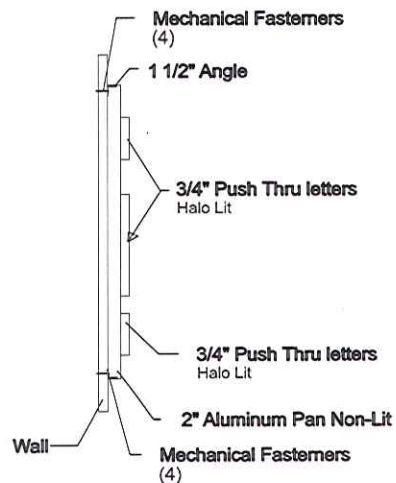
ADDRESS _____

PHONE # _____

EMAIL ADDRESS _____

SIGNATURE _____

Connection Detail



43"

124"

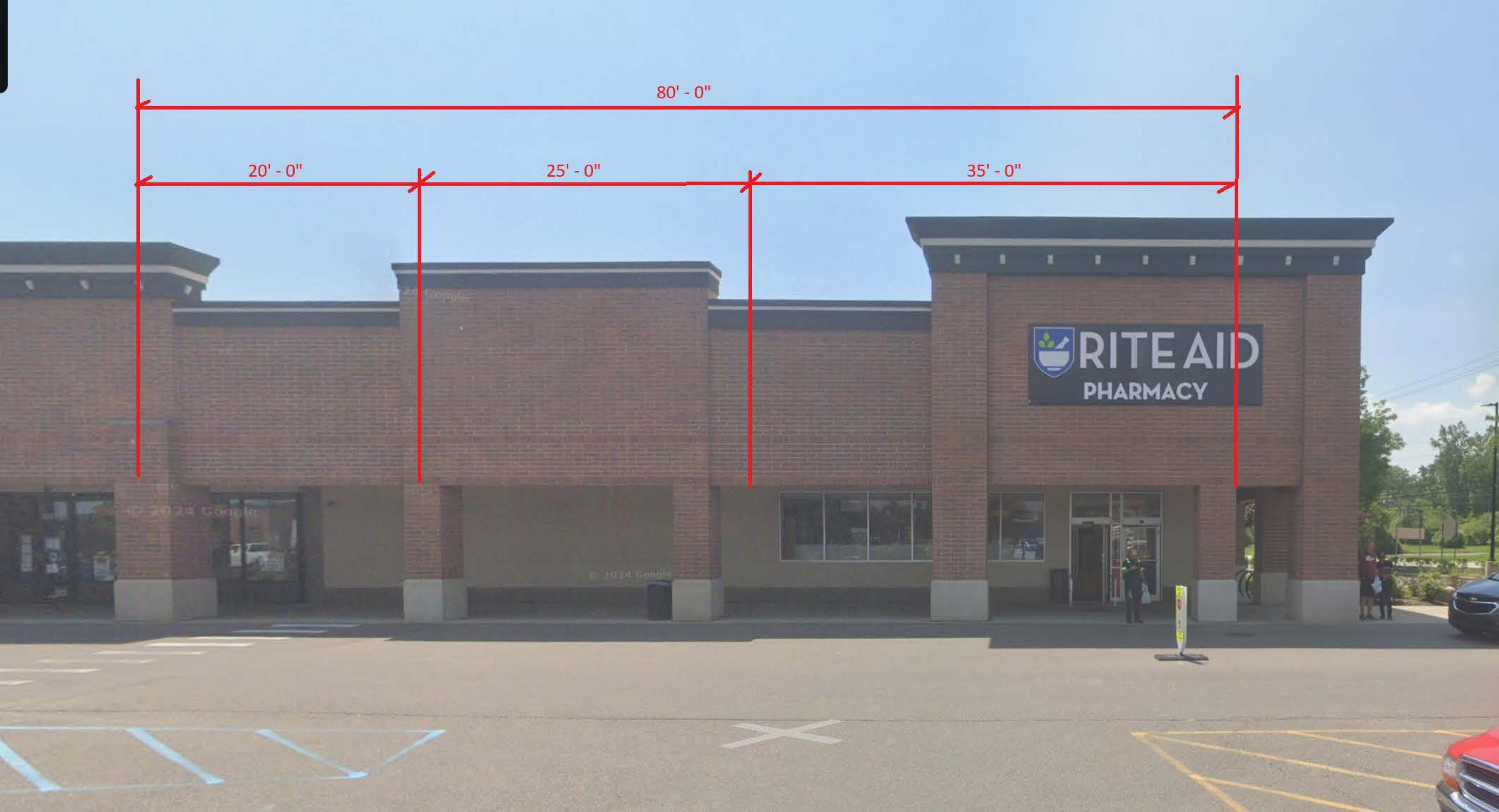


Push Thru Letters LED Halo Lit

Aluminum Pan Painted Black

43'h x 124'w 2"d
black pan with white push-thru LED halo lit letter

37.5 sq ft



80' - 0"

20' - 0"

25' - 0"

35' - 0"

 **RITE AID**
PHARMACY



ZONING BOARD OF APPEALS

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AL FLORES, Vice Chairman
PATRICIA C. BURKLOW, Secretary
SEAN P. BROSNAN
JOSEPH M. LAURA
SUSAN J. MUCCINO
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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
421-2000
FAX: 421-4388

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August 25, 1995

Mr. Jim Fowler
Project Manager
Rite Aid Pharmacies
5400 Perry Drive
Pontiac, MI 48342

Dear Mr. Fowler:

The Zoning Board of Appeals of the City of Livonia, at its Special Meeting held August 22, 1995, adopted the following Resolution:

RESOLVED, **APPEAL CASE NO. 9508-117:** Beacon Sign Company, 19719 Mt. Elliott, Detroit 48234, on behalf of Rite Aid Pharmacy, P.O. Box 3165, Harrisburg, PA 17105, seeking to replace three (3) existing wall signs resulting in:

<i>Sign Area</i>		<i>Wall Signs</i>	
Allowed:	70 sq. ft.	Allowed:	One
Existing:	180 sq. ft.	Existing :	Three
Proposed:	146 sq. ft. (north/west elev. : 73 sq. ft. ea.)	Proposed:	Two
Excess:	76 sq. ft.	Excess:	One

The property is located on the south side of Plymouth (33251) between Farmington and Loveland, Lot No. 134 99 0003 004, C-2 zoning district. Rejected by the Inspection Department under Zoning Ordinance 543, Section 18.50H(a)2., Sign Regulations in C-1, C-2, C-3 and C-4 Districts, not complied with, be granted for the following reasons and findings in fact:

The Petitioner demonstrated that Rite Aid Pharmacy has acquired Perry Drugs and will be conducting business as Rite Aid effective in September, 1995, resulting in a need to change the identification on this store. The Board finds that due to the setback of this store from both Plymouth and Farmington Roads, that signage is

Mr. Jim Fowler
APPEAL CASE NO. 9508-117
August 25, 1995

needed for both elevations. Further, the proposed signage results in a reduction of sign area as well as one sign. In addition, the Board received no letters of opposition (or approval) on the proposal from surrounding property owners.

FURTHER, This variance is granted with the following conditions:

1. The signage is to be constructed as presented to the Board, i.e., internally illuminated 24" red channel letters ("Rite Aid Pharmacy") with a bullet sign capsule (Lotto • Liquor), not exceeding 73 square feet in area each on the northerly and westerly elevations. The existing (corner) box sign will be removed and will not be replaced. Due to the fact that the corner sign will not be replaced, the building surface is to be brought back to its original condition at the time that the new signage is erected.
2. The eight (8) existing panel signs in the windows are to be removed no later than October 31, 1995.

FURTHER, The granting of this variance is not detrimental to the surrounding area or to the Master Plan of the City of Livonia.

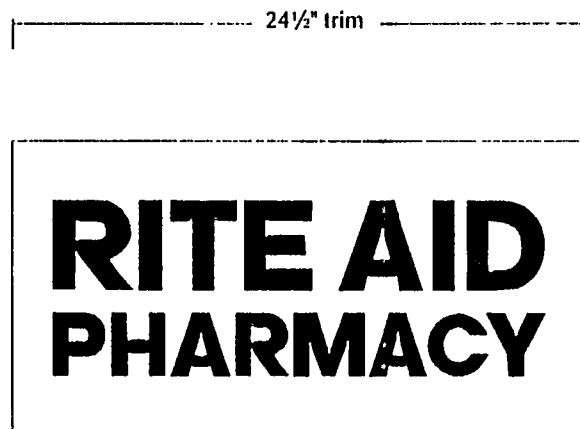
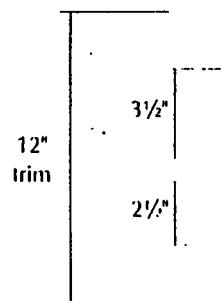
Sincerely,

Sean P. Brosnan mbf

Sean P. Brosnan
Acting Secretary

/mbf

cc: W. MacDonald, Code Enforcement
S. Miller, Planning
R. Stanow, N. Del Foss, D. Woodcox, Inspection
City Attorney
File
Jack Langenfeld, Rite Aid Pharmacy, 5400 Perry Drive, Pontiac 48342
Beacon Sign Company, 19719 Mt. Elliott, Detroit 48234



Signs (#4 & #5)

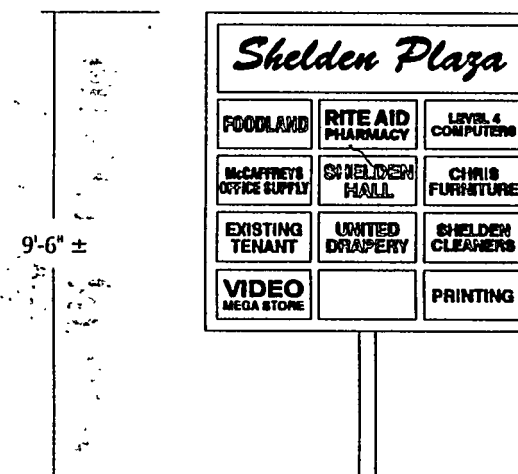
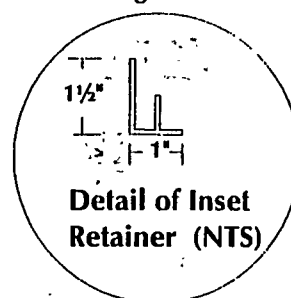
Replacement Flat Lexan Faces for Two D.F. Pylon Signs

Qty: Four Faces

Scale: 1 1/2" = 1'-0"

Inset retainer - see detail

White background with red vinyl letters



Rite Aid #4523/Perry Drugs #223 — 33251 Plymouth, Livonia, MI

This is an original unpublished drawing, submitted for your use in connection with a project being planned for you by SignArt. It is not to be reproduced, copied or exhibited in any fashion without written permission of SignArt.

KO

3-22-95

3-27-95ar

Approved for: _____

By: _____ Date: _____



© 1995

ra4523a

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33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3097
(734) 466-2250

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PUBLIC NOTICE OCTOBER 10, 2025

APPEAL CASE NO. 2025-09-31, 37453 Schoolcraft: an appeal was made to the Zoning Board of Appeals by 3CS Schoolcraft, LLC, on behalf of Lessee Olla Makki, seeking to operate a commercial personal services business in an industrial zoned district, which is prohibited.

This Tech and Manufacturing property is located on the south side of Schoolcraft Road (37453), between Waco and Newburgh Roads, Lot. No. 117-01-0029-003, M-1, Light Manufacturing, rejected by the Inspection Department under Livonia Zoning Ordinance, Section 3.16 – Prohibited Uses (a).

THE LAW REQUIRES THAT OWNERS OF PROPERTY LOCATED WITHIN 300 FEET OF THIS PROPERTY BE NOTIFIED OF THIS REQUEST IN WRITING. THIS IS YOUR NOTIFICATION. YOU ARE NOT REQUIRED TO RESPOND TO THIS LETTER.

Agendas, minutes, and other meeting documents may be accessed at the following URL:

<https://livonia.gov/129/Agendas-Minutes-and-Meeting-Documents>

This appeal will be heard at a public hearing to be held in the **Gallery on the 5th floor of City Hall on Tuesday, October 28, 2025, at 7:00 p.m.**, at which time comments may be directed to the Board during audience participation. When replying by mail, write your comments on the back of this notice and address it to the City of Livonia, Zoning Board of Appeals, 33000 Civic Center Drive, Livonia, MI 48154. All written comments are read at the meeting and become part of the record.

ZONING BOARD OF APPEALS,



Timothy Klisz, Secretary

Petitioner will incur a \$100 rescheduling fee for every failure to appear.
In accordance with Title II of the Americans with Disabilities Act as it pertains to access to Public Meetings, the Zoning Board of Appeal's Office of the City of Livonia, upon adequate notice, will make reasonable accommodations for persons with special needs.
Please call 734-466-2250 if you need assistance.

Case No: 2025-09-31
Meeting Date: October 28, 2025

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature: _____

Address:



CITY OF LIVONIA
INSPECTION DEPARTMENT

REJECTION OF APPLICATION FOR PERMIT
BECAUSE OF NON-CONFORMITY TO ZONING ORDINANCE LIVONIA VISION 21

33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154
421-2000

Applicant 3sc Schoolcraft, LLC Address 3311 Orchard Lake rd., Keego Harbor, MI 48320
Owner (Same as Applicant) Address (Same as Applicant)
Lessee Olla Makki Address 19194 Augusta, Livonia, MI 48152
Location South Side of 37453 Schoolcraft Street
Between Waco And Newburgh
Lot No./Parcel No. 117-01-0029-003 Subdivision _____
Zoning District M-1 Lot Size n/a Alley n/a
Present Use Light Manufacturing Proposed Use Local Business (C-1)
Present Building Size n/a Proposed Building Size n/a
Present Height of Building n/a Proposed Height n/a
Allowable Lot Coverage n/a Proposed Lot Coverage n/a
Proposal : Seeking to operate a commercial personal services business in an industrial zoned district, which is prohibited.

Reason for Rejection Livonia Zoning Ordinance, section 3.16 - Prohibited Uses (a)

Deficient Side yard _____ Deficient Front Yard _____ Deficient Rear Yard _____
Deficient Lot Area _____ Deficient Lot Area Per Room _____ Encroachment _____
Excessive Lot Coverage _____ Excessive Height _____ Increasing No. Units _____
Use Prohibited Commercial personal services Deficient Parking Spaces _____ Increasing Area and Bulk _____
Remarks _____

Plans and Application examined by

Date September 19, 2025

APPLICATION FOR VARIANCE

248-762-4634

<u>3sc schoolcraft llc</u>	<u>3311 orchard lake rd</u>	<u>Keego harbor</u>	<u>48320</u>	<u>248-682-6218</u>	<u>248-682-6699</u>
(Owner of Premises)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
				<u>313-333-1201</u>	
<u>Olla makki</u>	<u>19194 augusta ct</u>	<u>Livonia</u>	<u>48152</u>		
(Lessee)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)
<u>To be determined</u>					
(Contractor)	(Street Address)	(City)	(Zip Code)	(Telephone)	(Fax)

The property address is 37453 schoolcraft rd Livonia

Please note that if you need more space to answer any of the following questions, you may use a separate page or the back of this page. Simply identify your response(s) with the number of the question you are responding to.

- Are there any deed restrictions or subdivision rules or restrictions on the property? If so, what are they?
There are no known deed restrictions on the property.

- Give legal description of property involved, or attach a deed or other document which contains the legal description of the property:
Legal description is attached via lease document provided by the property owner.



A variance can only be granted if a hardship or practical difficulty with the property makes the variance necessary. Under the City's Zoning Ordinance, a practical difficulty exists only if (a) the difficulty is exceptional and peculiar to the property, and does not exist generally throughout the City, (b) the difficulty involves more than mere inconvenience, inability to earn a higher financial return, or both, and (c) the variance would be fair to the neighbors and others who might be affected, as well as those who do not have this variance.

- Please explain how the practical difficulty you claim is unique to your property, and does not exist elsewhere in the City:
The space's location and layout make it unsuitable for traditional industrial use. A personal service business is a more practical and compatible use, especially since neighboring units, like the martial arts studio, already operate similarly.
- Please describe what the difficulty involves beyond mere inconvenience or inability to earn a higher financial return:
The challenge is functional, not just financial. The space isn't feasible for industrial tenants due to its layout second-floor location, but it's ideal for a quiet, service-based business that enhances community access.
- Explain why you think this variance would be fair to the neighbors and others who might be affected.
A salon is low-impact, quiet, and consistent with nearby uses. It won't disrupt the area and may even bring positive foot traffic and visibility to the space.
- Have you sought an amendment to the zoning ordinance which would permit your proposed project under your current zoning? If yes, please describe the outcome of this process:
No amendment to the zoning ordinance has been sought.
- If you have not attempted to have the zoning ordinance amended, why hasn't this attempt been made?
Rezoning is a broader, more permanent process typically initiated by owners. A variance is a more targeted and practical solution for this specific request.

8. Have you attempted to have the property rezoned? If yes, please describe the outcome of the rezoning process: No rezoning attempt has been made, for the same reasons above.
9. If you have not attempted to have the property rezoned, why hasn't this attempt been made? Rezoning involves greater complexity and permanence. A variance is more appropriate given the scope of this request and surrounding uses.

Please see the separate instruction sheet for plans, fees, and other information which should be submitted with the application. **Note** that if an agent or attorney signs the application on behalf of the owner, said agent or attorney must provide written proof of his or her authority to act on the owner's behalf. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THE ZONING BOARD OF APPEALS MEETING. NON-ATTENDANCE BY ANY INTERESTED PARTY MAY RESULT IN YOUR CASE BEING TABLED AND THE APPROPRIATE FEE BEING ASSESSED.

OWNER'S AFFIDAVIT

COUNTY OF WAYNE)
STATE OF MICHIGAN)

The undersigned being duly sworn, deposes and says that the foregoing statements and answers herein contained and accompanying information and data are in all respects true and correct to the best of (his/her) knowledge and belief, and that the undersigned personally undertakes to see that the property will be used and developed in compliance with all applicable ordinances and any conditions imposed in connection with any variance which may be granted in response to this application.

Signature of property owner: _____

Please print name of property owner: _____

Justin Columbus on behalf of JCS Schoolcraft LLC

NOTE: Please provide Letter of Authorization on official letterhead if not signed by owner of the property, as well as the deed and property transfer affidavit.

Subscribed and sworn to before me this 9 day of September, 2025.

Renee A Stokes

(Notary Public, Wayne County, Michigan)

My Commission expires 1-19-2030

Renee A Stokes
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires 01-19-2030
Acting in the County of Oakland

Any decision of the Board favorable to the applicant will remain valid only as long as the information or data relating thereto are found to be correct and the conditions upon which the resolution was based are maintained.

NOT TO BE COMPLETED BY APPLICANT

Petitioner makes application for a Hearing, seeking to (reverse, modify, or affirm) the (order, decision) of the Department of Inspection, dated Aug 30, which reads as follows:

NOT A PERMITTED USE FOR ZONING DISTRICT

I certify that (a) the petitioner is not in violation of any ordinance other than the provision(s) sought to be waived in the foregoing application, (b) all applicable fees have been paid, and (c) I have examined the foregoing application, and find that said application is complete, and that the City Zoning Ordinance, Ordinance No. 543, as amended, prohibits the proposed project unless a variance is granted by the Zoning Board of Appeals.

[Signature]
(Supervisor)

Application for permit filed No

Violation Issued No

Variance Application Materials

37453 Schoolcraft Rd, Livonia, MI 48150

Proposed Use: Salon (Commercial)

Date: September 15, 2025

Included Materials:

- Plot Plan with dimensions (34' x 60')
- Labeled Floor Plan (Reception, Glam Rooms, Styling, Storage, Restrooms, Shampoo)
- Adjacent Buildings List
- Photographs of exterior (see attachments)
- Miscellaneous lot information
- Intended use statement
- Households/Families statement

Section 1: Plot Plan / Floor Plan

See attached blueprint drawing of the unit (34' wide x 60' deep).

The plan is labeled to show Reception, Glam Rooms, Styling Stations, Shampoo Bowls, Storage, and Restrooms as required.

Section 2: Adjacent Buildings

The following are the adjacent businesses and addresses:

- Top Notch Moving Solutions — 37453 Schoolcraft Rd, Livonia, MI 48150
- Apex Realty Group — 37453 Schoolcraft Rd, Livonia, MI 48150
- Strategic Home Loans / Strategic Lenders — 37453 Schoolcraft Rd, Livonia, MI 48150
- Real Estate Connect Services — 37453 Schoolcraft Rd, Livonia, MI 48150
- Leica Geosystems — 37455 Schoolcraft Rd, Livonia, MI 48150
- Staffing Network — 37455 Schoolcraft Rd, Livonia, MI 48150
- Express Employment Professionals — 37457 Schoolcraft Rd, Livonia, MI 48150
- Impact Mentoring / Impact Jiu-Jitsu — 37461 Schoolcraft Rd, Livonia, MI 48150
- Bright Sky Transport — 37461 Schoolcraft Rd, Livonia, MI 48150
- Devon Title Company — 37463 Schoolcraft Rd, Livonia, MI 48150
- Med Rehab Services — 37463 Schoolcraft Rd, Livonia, MI 48150
- Hegira Health Administrative Offices — 37450 Schoolcraft Rd, Suite 110, Livonia, MI 48150
- Livonia Counseling Center (Hegira Health) — 37450 Schoolcraft Rd, Suite 170, Livonia, MI 48150
- Halling Company — 37473 Schoolcraft Rd, Livonia, MI 48150
- Ink On Paper — 37477 Schoolcraft Rd, Livonia, MI 48150
- Rotunda Foods — 37479 Schoolcraft Levan Rd, Livonia, MI 48150
- Angela Hospice Livonia Care Center — 14100 Newburgh Rd, Livonia, MI 48154

Section 3: Photographs

Attach exterior photographs of the front and back of the unit here.

These should show the entrance, parking, and surrounding context.

Section 4: Miscellaneous Lot Information

Shared parking lot with 4 spaces in the front and 4 in the back.

Salon operates by appointment only, with one client at a time.

No easements, accessory structures, or outdoor storage.

Access via Schoolcraft Rd.

Section 5: Intended Use Statement

The proposed use of the premises is a full-service unisex salon, including styling stations, shampoo bowls, glam rooms for private services, reception/waiting, restrooms, and storage.

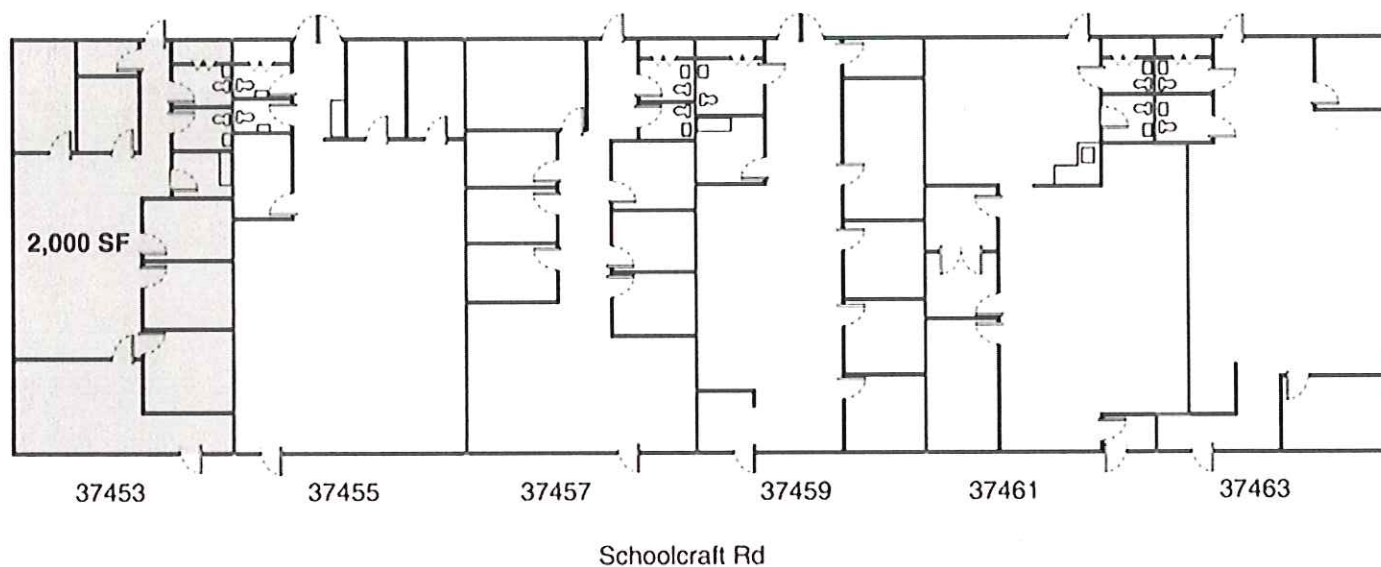
Section 6: Households/Families Statement

N/A – commercial use only. No dwelling units are included.

2,000 SF OFFICE/INDUSTRIAL



FOR LEASE



NAI Farbman

Commercial Real Estate Services, Worldwide

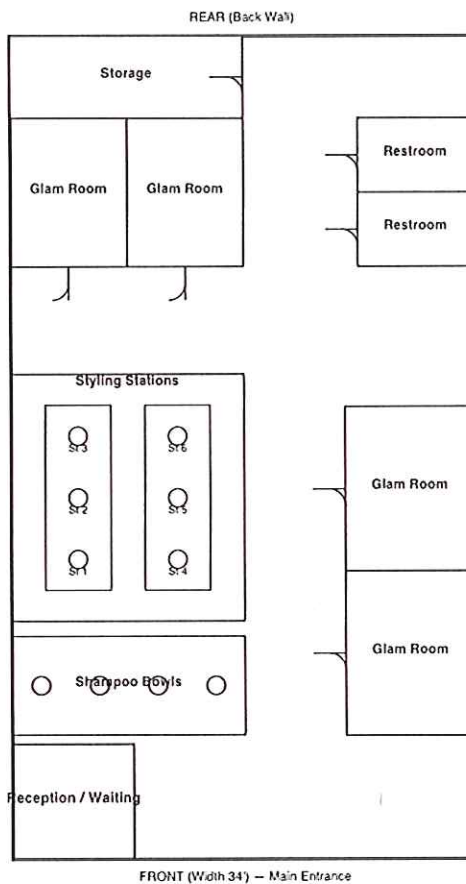
www.naifarbman.com

Daniel McCleary
Vice President | 248.351.4384
mccleary@farbman.com

Nathan Casey
Vice President | 248.351.4391
casey@farbman.com

Alden Bracken
Sales Associate | 248.351.4380
bracken@farbman.com

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Olla La Beauty Salon

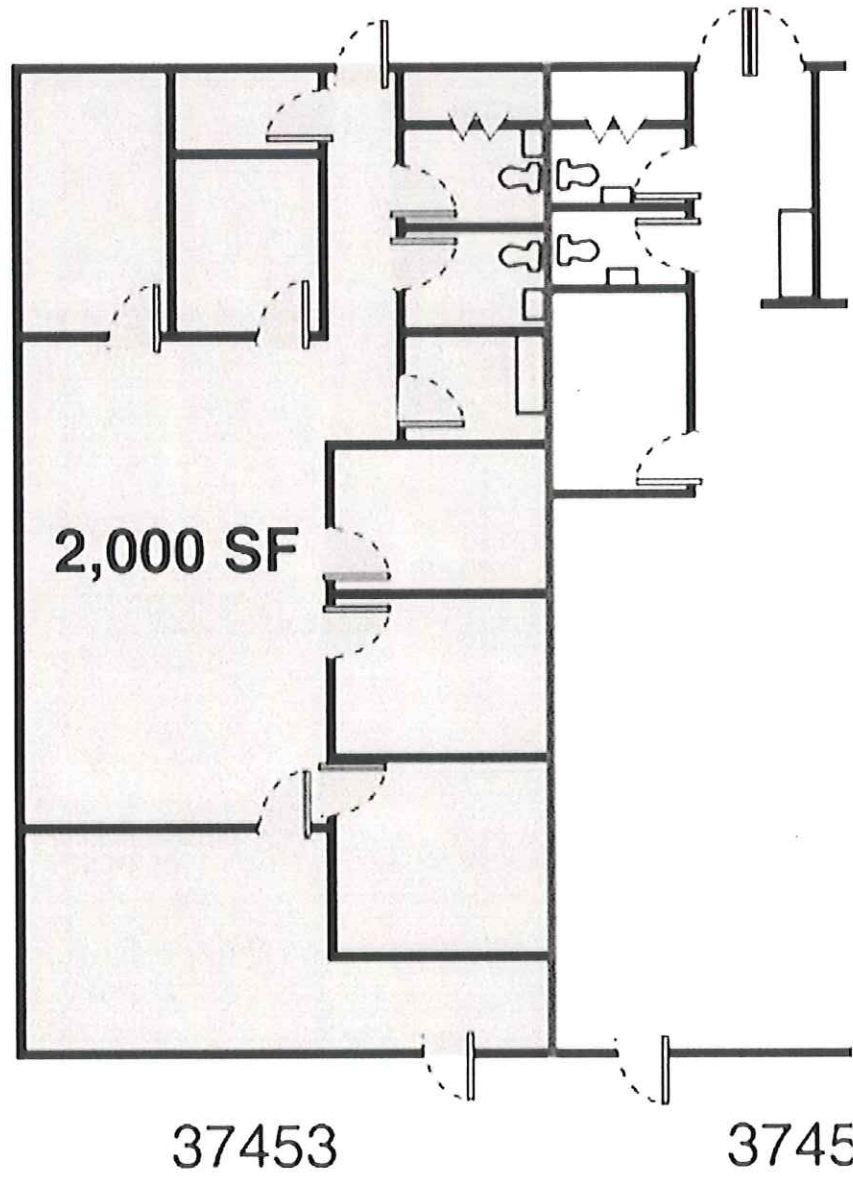
37453 Schoolcraft Rd, Livonia, MI

Plan: Salon Floor Plan - Blueprint (v11)

Dims: 34' x 60' (2,040 SF)

Scale: 1/8" = 1'-0"

Date: Sep 15, 2025



Olla Makki
37453 Schoolcraft Rd
Livonia, MI 48150

Date: September 15, 2025

City of Livonia Zoning Board of Appeals

Subject: Variance Request for 37453 Schoolcraft Rd

Dear Members of the Zoning Board,

I am writing to respectfully request approval of a variance to operate my salon business at 37453 Schoolcraft Rd. Although the property is zoned for industrial use, the character of this location and its neighboring tenants make it ideally suited for a service-based business.

1. Compatible with Surrounding Uses

This property is part of a multi-tenant building already occupied by professional, service, and office users. A salon is consistent with these neighboring businesses and will not create any conflicts with existing operations.

2. Accessibility and Minimal Impact

The building has parking with four spaces in front and four in the rear. My salon operates strictly by appointment, serving one client at a time, which ensures minimal traffic or parking demand compared to many other permitted uses.

3. Community and Economic Benefits

The salon will provide professional beauty services in a safe and modern setting while supporting local jobs through stylist rentals and partnerships. This use also enhances the city's tax base without creating additional strain on public infrastructure or services.

4. Appropriate Use of Space

While zoned industrial, the property's design and current tenancy are oriented toward office and service functions rather than manufacturing. Approving this request simply brings the zoning into alignment with the actual use and environment of the building.

5. Enhancing the Property and Area

I am committed to investing in this space to create a welcoming, upscale environment. My improvements will not only benefit clients but will also enhance the overall appeal and value of the property, supporting neighboring tenants and the surrounding community.

6. Consistency with Modern Development Trends

Many cities, including Livonia, are seeing shifts away from older industrial uses toward more diverse, service-based businesses. Granting this variance supports that evolution while making effective use of an existing commercial property.

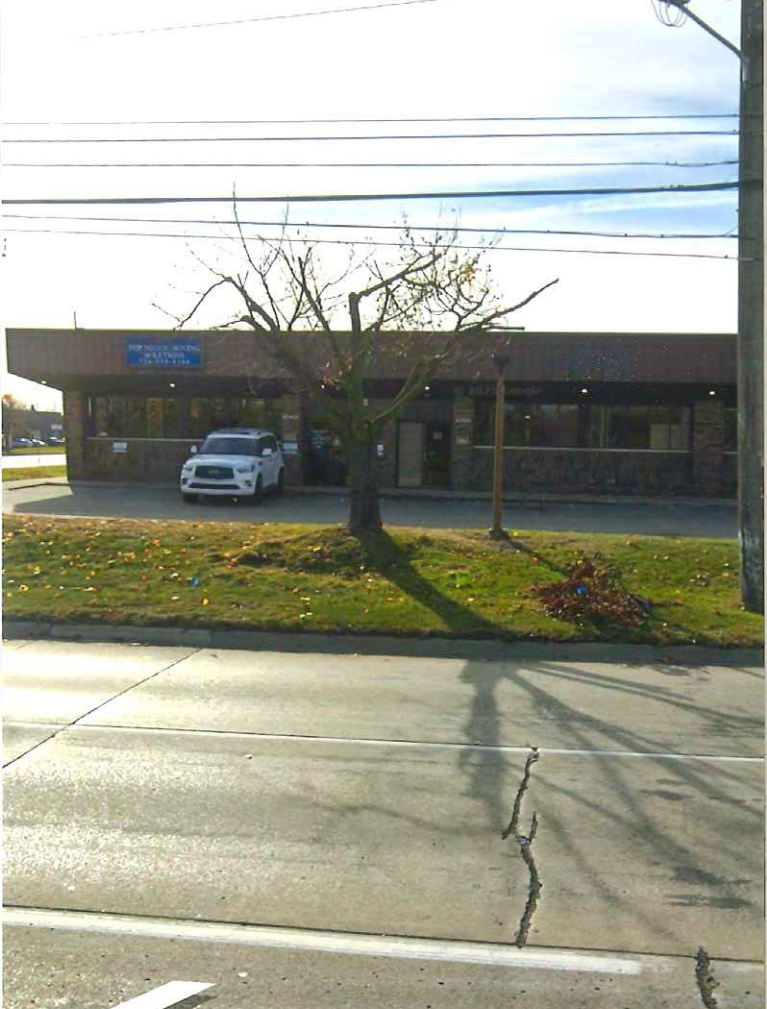
For all of these reasons, I respectfully ask the Board to approve my variance request. Doing so will not only allow me to relocate and grow my business but will also strengthen the local business community and better utilize this property in a way that benefits Livonia.

Thank you for your consideration. I welcome the opportunity to answer any questions and look forward to contributing to Livonia's community and economy.

Sincerely,

Olla Makki

Owner, Olla La Beauty



3CS SCHOOLCRAFT o/b/o OLLA MAKKI
37453 SCHOOLCRAFT

PROHIBITED BUSINESS
TECH AND MANUFACTURING

ZONING MAP

LEGEND

Zoning Districts

- RUF Rural Urban Farm
- N1 Neighborhood
- N2 Neighborhood
- NM1 Neighborhood Multifamily
- NM2 Neighborhood Multifamily
- NM3 Neighborhood Multifamily
- P Parking
- C-1 Local Business
- C-2 General Business
- C-3 Highway Services
- C-4 High Rise Commercial
- M-L Manufacturing Limited
- M-1 Light Manufacturing
- M-2 General Manufacturing
- P-L Public Lands
- NP Nature Preserves

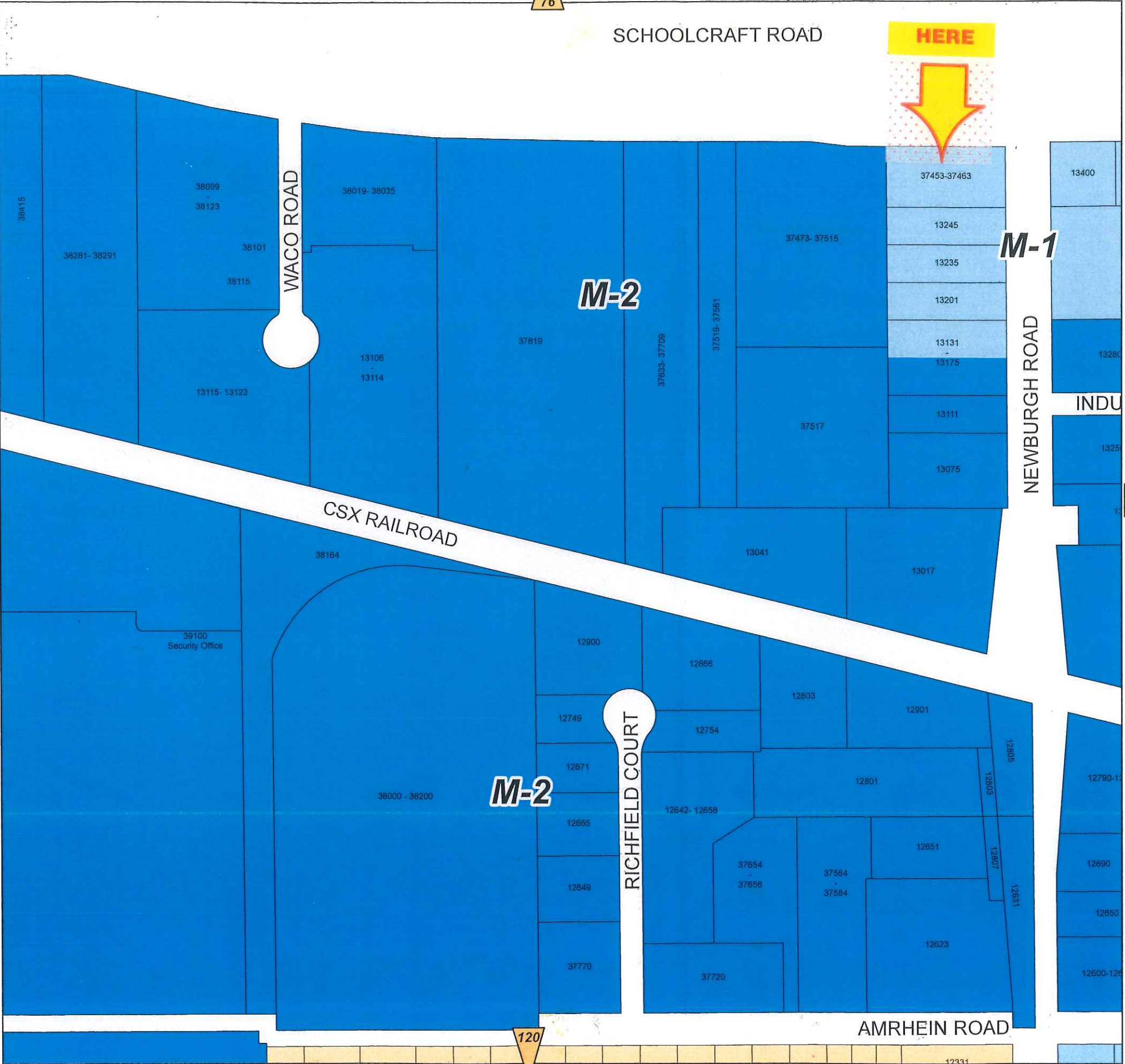
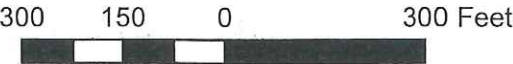
N.E. 1/4 Section 30

City of Livonia

T. 1 south, R. 9 east

Wayne County, Michigan

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Regular Meeting Minutes of August 25, 2025

On a motion by Councilmember Toy, supported by Councilmember Budzinski, it was:

#270-25 RESOLVED, that having considered a communication from the City Planning Commission, dated July 23, 2025, approved for submission by the Mayor, which transmits its resolution #07-34-2025, adopted on July 22, 2025, with regard to Petition 2025-06-02-13, submitted by 3CS Schoolcraft, LLC, requesting waiver use approval to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the Southwest corner of Schoolcraft Road and Newburgh Road, in the Northeast ¼ of Section 30, the Council does hereby concur in the recommendation made by the City Planning Commission and Petition 2025-06-02-13 is hereby approved and granted, subject to the following conditions:

1. The site plan, identified as A100, dated June 09, 2025, is hereby approved and shall be adhered to;
2. That the Building Elevation Plan identified as A102 dated June 09, 2025, as revised, is hereby approved and shall be adhered to;
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals;
4. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required; and
5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.

CONSENT AGENDA ITEM 5. (Regular Meeting of August 25, 2025)
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Motion:	Toy
Second:	Budzinski
Ayes:	Budzinski, Scheel, Morgan, Toy, Donovic, Ptashnik
Nays:	None
Absent:	McCullough

**CITY OF LIVONIA – CITY COUNCIL
MINUTES OF STUDY MEETING HELD AUGUST 11, 2025**

Meeting was called to order at 9:12 p.m. by President McCullough. Present: Scott Morgan, Laura Toy, Vice President Ptashnik, Carrie Budzinski, Lynda Scheel, and Council President McCullough. Absent: Rob Donovic.

Elected and appointed officials present: Carter Fisher, City Attorney; Lori L. Miller, City Clerk; Mark Taormina, City Planner and Economic Development Director; Todd Zilincik, City Engineer.

Councilmember Budzinski led the meeting with the Pledge of Allegiance.

During Audience Communication, Steve King, Coventry Gardens, spoke on topic of the recent election results, voter turnout, and urged more voters to show up at the next election.

NEW BUSINESS

1. BLOCK PARTY: Karen Werden, re: to be held Saturday, August 30, 2025, from 3:00 p.m. to 10:00 p.m., on Flamingo Blvd. between St. Martins and Bretton Streets, with a rain date of Sunday, August 31, 2025.

Karen Werden, 19651 Flamingo, stated it is the 8th annual block party with live music, barbecue, and karaoke.

Motion was made by Councilmember Scheel to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION:	APPROVING	CONSENT
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2. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Nick Cornell, General Manager, Supernatural Spirits and Brewing LLC, re: to host the Wildwood Sourfest event on Saturday, August 30, 2025, from 3:00 p.m. to 11:00 p.m. with live music on the property located at 36685 Plymouth Road.

Nick Cornell, Supernatural Spirits and Brewing, noted they will be selling their popular sour beers and live music will be playing.

Motion was made by Councilmember Toy to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION:	APPROVING	CONSENT
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3. REQUEST TO WAIVE THE CITY'S NOISE ORDINANCE: Jacob Ermete, re: to host a concert event on Saturday, September 27, 2025, from 3:00 p.m. to 10:00 p.m. with live music and DJs on property located at 9820 Levan Road.

Jacob Ermete, 9820 Levan, stated it is simply a celebration of his friends and his friend's music as they take turns playing.

Motion was made by Councilmember Budzinski to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

4. REQUEST TO APPROVE AND RECOGNIZE THE CLARENCEVILLE HIGH SCHOOL HOMECOMING PARADE, PARADE ROUTE, THE CLOSING OF CERTAIN CITY STREETS AND REQUEST TO DESIGNATE AND AUTHORIZE SENIOR POLICE OFFICER MICHAEL ARAKELIAN TO SIGN THE WAYNE COUNTY ROAD COMMISSION PERMIT ON BEHALF OF THE CITY TO CLOSE A PORTION OF MIDDLEBELT ROAD, WITH THE CITY TO ASSUME LIABILITY FOR ANY DAMAGE CLAIMS WHICH MAY ARISE AS A RESULT OF THE ROAD CLOSURE: Kevin Murphy, Athletic Director, re: to be held on Friday, September 26, 2025, beginning at 6:00 p.m.

Megan Fitzgerald, Clarenceville Schools, referred to the previous year as it will be pretty close to the same activities and hoped for the reappearance of councilmembers.

Motion was made by Vice President Ptashnik to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

5. **WAIVER PETITION:** Planning Commission, re: Petition 2025-06-02-13 submitted by 3CS Schoolcraft, LLC, requesting waiver use approval to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the southwest corner of Schoolcraft Road and Newburgh Road, in the northeast ¼ of Section 30.

Petitioner, Impact Mentoring, responded to concerns about parking, noting that their business hours will be later than surrounding buildings, allowing for an overflow into surrounding area.

Motion was made by Vice President Ptashnik to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

6. REQUEST FOR AUTHORIZATION TO WAIVE THE SEALED BID PROCESS AND PURCHASE FROM SOLE SOURCE PROVIDER: Department of Parks and Recreation, re: irrigation system upgrades at Fox Creek, Whispering Willows and Idyl Wyld golf courses, from budgeted funds.

Denise Mica, Lancashire, inquired on the reasoning for the waiving of the sealed bid process.

Motion was made by Councilmember Toy to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

- Don Rohraff, Director of Public Works, explained a leased vehicle was damaged, the appropriation is for the repair bill and to pay for the leasing period.

Motion was made by Vice President Ptashnik to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

- David Lear, Assistant City Engineer, noted the final plans of the freeway would disrupt the water main, the water main was redesigned, and already staged contractors offered the lowest pricing leading to an efficient repair.

Motion was made by Councilmember Morgan to put the matter on the Consent portion of the next Regular Agenda.

DIRECTION: APPROVING CONSENT

- David Lear, Assistant City Engineer, explained the water main is interrupting the road paving project and in order to proceed it would be efficient to offer an extension to Bidigare

Motion was made by Councilmember Morgan to put the matter on the Consent portion of the next Regular Agenda.

10. REQUEST TO APPROVE CABLE FRANCHISE AGREEMENT BETWEEN THE CITY OF LIVONIA AND DIRECTV, LLC: Department of Law, re: for a period of (10) ten years from the date issued.

Motion was made by Councilmember Toy to put the matter on the Consent portion of the next Regular Agenda.

AUDIENCE COMMUNICATION

ADJOURNED

Meeting adjourned at 09:42 pm

For August 25, 2025 Regular Meeting

Petition 2025-06-02-13 submitted by 3CS Schoolcraft, LLC, requesting waiver use approval under Sections 3.16 and 6.32 of the Livonia Zoning Ordinance, as amended, to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the southwest corner of Schoolcraft Road and Newburgh Road, in the northeast $\frac{1}{4}$ of Section 30.

UNAPPROVED MINUTES

1

MINUTES OF THE 1,233rd PUBLIC HEARINGS AND REGULAR MEETING HELD BY THE CITY PLANNING COMMISSION OF THE CITY OF LIVONIA

On Tuesday, July 22, 2025, the City Planning Commission of the City of Livonia held its 1,233rd Public Hearing and Regular Meetings in the Livonia City Hall, 33000 Civic Center Drive, Livonia, Michigan.

Mr. Ian Wilshaw, Chairman, called the meeting to order at 7 p.m.

Members present: Wafa Dinaro Patrick Droze David Bongero
 Sam Caramagno Glen Long Peter Ventura
 Ian Wilshaw

Members absent: None

Mr. Jacob Uhazie, Planning Director, and Stephanie Reece, Program Supervisor, were also present.

Chairman Wilshaw informed the audience that if a petition on tonight's agenda involves a rezoning request, this Commission makes a recommendation to the City Council who, in turn, will hold its own public hearing and make the final determination as to whether a petition is approved or denied. The Planning Commission holds the only public hearing on a request for preliminary plat and/or vacating petition. The Commission's recommendation is forwarded to the City Council for the final determination as to whether a plat is accepted or rejected. If a petition requesting a waiver of use or site plan approval is denied tonight, the petitioner has ten days in which to appeal the decision, in writing, to the City Council. Resolutions adopted by the City Planning Commission become effective seven (7) days after the date of adoption. The Planning Commission and the professional staff have reviewed each of these petitions upon their filing. The staff has furnished the Commission with both approving and denying resolutions, which the Commission may, or may not, use depending on the outcome of the proceedings tonight.

ITEM #1 PETITION 2025-06-02-13 3CS Schoolcraft, LLC

Mr. Caramagno, Secretary, announced the first item on the agenda, Petition 2025-06-02-13 submitted by 3CS Schoolcraft, LLC, requesting waiver use approval under Sections 3.16 and 6.32 of the Livonia Zoning Ordinance, as amended, to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the southwest corner of Schoolcraft Road and Newburgh Road, in the northeast ¼ of Section 30.

Mr. Uhazie: Good evening. This is a request to operate an indoor recreational facility offering classes in Brazilian jujitsu for children and adults. The location is on the southwest corner of Schoolcraft and Newburgh Road. The existing site contains a 12,000 square foot multi-tenant industrial building. The petitioner's unit would measure 1,900 square feet. The property measures approximately 1.19 acres in size. The existing zoning is M-1 (Light industrial). The adjacent property to the east is a commercial building containing a wheel bearing business also zoned M-1. To the west is an office park zoned M-2. To the south is Trinity Elite Sports Performance, zoned M-1 and to the north is Schoolcraft Road and the interstate 96 freeway. The site has 320 feet of frontage on Schoolcraft Road and an additional 162 feet of frontage on Newburgh. Site access is provided from Newburgh Road on the southeast side of the property and from Schoolcraft Road on the northwest side of the property. There is a dumpster enclosure in the southwest corner of the property. The site plan submitted shows the petitioners unit located in the interior of the of the building. Indoor recreation uses are treated as a waiver-use in the M-1 district under Section 6.32 of the zoning ordinance. The proposed indoor recreational use would conform to all special requirements and regulations under this section. Minimum parking is one space for 200 feet of floor area. The suite is approximately 1,900 square feet, requiring 10 parking spaces. The martial arts school will share a lot with two other tenants. Currently, there are 45 parking spaces around the building and approximately 15 spaces along the west property line. This totals 60 parking spaces on site. The floor plan shows the suite will contain an exercise room, a break room and two restrooms with a utility closet. The petitioner is not extending the width of the existing building or extending the height or changing any of the setbacks. The elevation plans show the facade with a dark brown brick and brown awning, and the rear facade having a light beige brick and maroon awning over the exits. With that, Mr. Chairman, I can read out the departmental correspondence.

Mr. Wilshaw: Yes, please.

Mr. Uhazie: The first item is from the Engineering Division, dated June 24, 2025, which reads as follows: "In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items: 1. The

subject parcel is assigned the address range of #37453 thru #37463 Schoolcraft Road, with the address of #37453 Schoolcraft Road being assigned to the overall parcel. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained. 2. The existing parcel is currently serviced by public sanitary sewer and water main, as well as private storm sewer. Utility information has not been submitted with the drawings, but we do not believe there will be any adverse effects from the proposed project. 3. Should any revisions to the utility services to the building, or any work in the right-of-way be required, the owner will need to submit drawings to this Department to determine if Engineering permits will be required.” The letter is signed by David W. Lear, P.E., Assistant City Engineer. The next letter is from the Livonia Fire & Rescue Division, dated July 8, 2025, which reads as follows: “This office has reviewed the site plan submitted in connection with the renovation and use of the property located at the above referenced address. No objections to this proposal with the stipulations: If a sprinkler fire suppression system and fire alarm or alarm monitoring system is in place, the systems must remain and be maintained to function as designed. A further detailed plan review will take place when this division receives an official plan set.” The letter is signed by Brian Kukla, Fire Marshal. The next letter is from the Division of Police, dated June 23, 2025, which reads as follows: “I have reviewed the plans in connection with the petition. I have no objections to the proposal.” The letter is signed by Paul Walters, Sergeant, Traffic Bureau. The next letter is from the Treasurer’s Department, dated June 23, 2025, which reads as follows: “All taxes have been paid on this property” The letter is signed by Susie Nash, Treasurer. That is the extent of the correspondence.

Mr. Wilshaw: Alright. Thank you, Mr. Uhazie. Is there any questions for planning staff? No questions for the staff. Our petitioner is in the audience. Feel free to come to one of our podiums and introduce yourself.

James Gray, 37461 Schoolcraft Road, Livonia, MI. Good evening, ladies and gentlemen. Thank you so much for being here and being a part. Thank you so much.

Mr. Wilshaw: Okay, very good. And you can pull the mic up if you need to. We don't need you to get neck pain. So, tell us a little bit about your proposal. You want to put a martial arts studio in this facility. Tell us what you'd like to do.

UNAPPROVED MINUTES

4

- Mr. Gray: Yes, sir. So, we impact young kids. So we have a class that's geared towards younger kids, like so that it'll be from ages five to 10, and then from ages 10 to about 16, they'll have a big...we'll have a bigger class, for big kids class, and then hopefully, by the time that they're 16, they'll start to be involved with the adults, where my student leaders, that are adults, will be able to pour into them, making leaders out of the younger kids is really what our goal is. But also, we build businesspeople and things of that sort. So, I have a group of engineers, I have a group of police officers. I have a lot of different people, even professional fighters that have come in and train and so we have a wide array of different types of students.
- Mr. Wilshaw: Okay, very good. Let's see if there's any questions for you about your petition. One second, is there anyone with questions? Mrs. Dinaro.
- Ms. Dinaro: Can you tell us a little bit about your current studio and why you're moving to Livonia?
- Mr. Gray: Yes. Ma'am. Well, I've been through this process a few times. We were in Belleville previously, prior to COVID, and unfortunately, we had to shut down during that time. It was a kind of a crazy time, right? And then we decided that it would probably be better to move to Canton, so we moved to Canton, and it has been wonderful. So, for the last four and a half years, we've been in a storefront, and unfortunately, the rents were super high, and the landlord wouldn't necessarily fixing the leaks that were happening. As a leader, I take real great pride in where locationally we are, and so I really wanted to provide a good place for my students to train. And so, this would be, this is a better fit for us. And so that's why, that's the purpose of why we wanted to relocate.
- Mr. Wilshaw: Thank you.
- Mr. Gray: No problem.
- Mr. Wilshaw: Thank you. Mr. Droze.
- Mr. Droze: Thank you, Mr. Chair. I wanted to talk a little bit about the parking on your property. So I guess one of the more interesting things as a planning commissioner, I guess, of having young kids, is that I've learned that there's a lot of these recreational uses that are in some of our industrial areas, which is great because, you know, obviously I'd rather have those spaces be

used and it gives amenities and activities for the kids. One thing I have noticed is sometimes they can get pretty busy if there's a, you know, sometimes it'll be a party, or, you know, other types of events that happen. I'm not asking so much about that, but what I am wondering is, because one of the points on the report that we have is that you're going to get a shared parking agreement in place as part of this project. And so one of the things I'd like to see is to make sure that you have enough spaces allocated, because sometimes it can get a little cramped, and all of a sudden you got to park in an adjacent space and walk maybe in the spot that's not designed for it. So, what is kind of your upper expectation for number of parking spaces you need for, you know, a busy day at your facility?

Mr. Gray: So the adults would be training later, right? So they're training at seven o'clock. Typically, the adults when they train. And so that would be after business hours. And so, yes, we would have shared parking, but the time lapse that, you know, I mean, typically it'll, it'll be a ghost town during that time.

Mr. Droze: So, I guess my question though, is, if you got a six o'clock session in the seven o'clock session and everybody shows up at the same time, is 10 spaces enough? Or do you think you need a little bit more than that?

Mr. Gray: I think 10 would be fine, because we get a lot of people that will, like, drop their kids off and then come back and pick them up. And so there's a good number of people that do that. Then the adults would be later, so they would be the ones parking so, I mean, I have, usually, I have about, honestly, I have about seven or eight parents that would stay and watch their kids. But, you know, once they go and they leave, now those spaces are vacant. So it's pretty much an open ghost town from there.

Mr. Droze: All right, as far as parking goes, nope. No further questions. Seems like great project. Thank you.

Mr. Gray: Thank you, sir. I appreciate you.

Mr. Wilshaw: Thank you. Mr. Droze. Any other questions for our petitioner? Mr. Caramagno.

Mr. Caramagno: Hello, how long have you been in business?

Mr. Gray: Since, well, as a professional martial artist since 2017.

UNAPPROVED MINUTES

6

Mr. Caramagno: Okay, so you've been a while, and you said you were Belleville, Canton, and now you're coming to Livonia.?

Mr. Gray: Yes, sir, we, basically we, I had at the Van Buren Township. I would offer private lessons at Van Buren Township. I knew some of the people there, and I grew up with them, so I'm a Belleville graduate and everything. And then they expressed interest that they wanted a self-defense program for the kids. So I offered it. I asked my instructor, who was the first black belt in the state. I said, Do you think it's a good idea? And then we basically, he said, Yeah, I think it's a great, great fit. And so I started doing that, and then I partnered with the karate school briefly, and grew my student base, and then we ended up renting our own facility, and we have great relationships with them still. But then basically, that's when we kind of started impact mentoring, because we didn't want it to be just a normal martial arts school. We wanted to really get into the lives of some of the younger kids and into the lives of even some traditional martial artists that have been black belts for a long time, but they might not know jujitsu. So jiu jitsu is our expertise.

Mr. Caramagno: Okay, what are your hours?

Mr. Gray: Well, we're, we might change it up a little bit, but the main thing is, is like, so 5pm would be, actually, excuse me, 5:15 will be our kids class. 6pm would be our big kids class, and then 7pm would be our adults class, and that's Monday, Tuesday, Thursday, and then, obviously we do Saturday morning and Sunday classes too.

Mr. Caramagno: Each class is about an hour?

Mr. Gray: Yes, sir, yep.

Mr. Caramagno: Okay, good. Thank you.

Mr. Gray: My pleasure. Thank you for your question.

Mr. Wilshaw: Thank you. Any other questions for our petitioner?

Mr. Ventura: Mr. Gray, at our study session, you told us that you moved into the...you rented the space and paid the rent and moved into the building and improved the building and started to operate, and then discovered and the landlord had never said anything to you about requiring this waiver-use and going through the process you're now going through. So, then you discovered you needed

to do it, and had to shut down and start this process. And so you're still in a state of suspended animation at this point, waiting.

Mr. Gray: Our main goal is to make sure that we get our certificate of occupancy and go through the process. We went through the certificate of occupancy process in Belleville. We went through the certificate process in Canton, and now I look forward to doing this certificate here in Livonia. I heard it's a smoother process.

Mr. Ventura: You've done everything inside the building you need to do to make it ready for your business?

Mr. Gray: It's just, I mean, you know, what was really cool about this particular spot is that it's already ready, so I didn't have to really do anything except for paint. So, we're looking to put like a water cooler, as opposed to like a drinking fountain. So that way we don't have to break into any walls or do anything like that, anything major. So that way it's a little bit more straightforward, and hopefully we get the approval from building on that

Mr. Wilshaw: Thank you. Mr. Ventura, any other questions for the petitioner? I don't see any other questions from my colleagues. Is there anyone in the audience wishing to speak on this item? I don't see anyone else wishing to speak. Mr. Gray, is there anything else you'd like to tell us before we make our decision?

Mr. Gray: No, I really appreciate your time, and I know it's a little bit of a process trying to get the waiver-use and so I just wanted to thank everybody here for your time and listening to us talk about our business. And so I appreciate it.

Mr. Wilshaw: Definitely. It's an opportunity to for you to promote your business a little bit in the process. As you go through this approval process, people are going to be watching and listening, and maybe they hear something that's interesting to them. So, with that in mind, if there's no other comments from any of my colleagues or anyone else in the audience, I'm going to close the public hearing, and a motion will be in order

On a motion by Dinaro, seconded by Ventura, and unanimously adopted, it was

#07-34-2025 **RESOLVED**, That the City Planning Commission does hereby recommend to the City Council that Petition 2025-06-02-13 submitted by 3CS Schoolcraft, LLC, requesting waiver use

approval under Sections 3.16 and 6.32 of the Livonia Zoning Ordinance, as amended, to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the southwest corner of Schoolcraft Road and Newburgh Road, in the northeast ¼ of Section 30, be approved subject to the following conditions:

1. The site plan, identified as A100, dated June 09, 2025, is hereby approved and shall be adhered to.
2. That the Building Elevation Plan identified as A102 dated June 09, 2025, as revised, is hereby approved and shall be adhered to.
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required; and
5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.

Mr. Wilshaw: Mr. Ventura has raised the question of a seven day waiver. Mr. Uhazie, have you had an opportunity to see if that would assist them?

Mr. Uhazie: Yes, we did look at that but unfortunately, it's not so much that we can't do it. It's just that the way the council agenda falls, they're not going to get on a sooner agenda, whether we have seven days or the normal waiting period. So either way, they'd end up on the same agenda.

Mr. Wilshaw: Yeah, okay. Mr. Ventura, are you okay with that?

Mr. Ventura: Evidently, there's not much we can do it. Okay, Mr. Gray,

Mr. Wilshaw: Just for your benefit, as I mentioned at the beginning of the meeting in our my preamble, there's a seven day waiting period before our minutes are approved. Sometimes what we'll try to do is, in a situation like yours, where you really want to get

operating as quickly as you can, we can try to speed that up a little bit by getting you onto the council agenda a little quicker with a waiver of that seven days. In this case, it's going to take you more than seven days to get to that council meeting anyway, so it's not going to benefit you to have that waiver. So, we were just trying to speed things up for you a bit if we could just thank you. But in any case, you have gotten approval from us, this will go to City Council. Now you'll go through the same process with them, a study meeting and a regular meeting, and they will make the final determination for your waiver-use but that meeting should be coming up here in the next few weeks. I would imagine the Planning Department will let you know, or the City Council office will let you know when that meeting has been scheduled.

Mr. Gray: So I have to, just to be clear, we have two more meetings?

Mr. Wilshaw: Yes, with the City Council.

Mr. Gray: With the City Council, yes.

Mr. Wilshaw: What we do is we're giving an approving recommendation to them. So, we've done the homework on your property. We've talked to you, and we're recommending that this be approved, but ultimately, City Council makes that final decision.

Mr. Gray: Yes, sir. All right, sir. Thank you so much. I appreciate it. Thank you.

Mr. Wilshaw, Chairman, declared the motion is carried and the foregoing resolution adopted. It will go on to the City Council with an approving resolution.

CITY OF LIVONIA, MICHIGAN
APPLICATION FOR WAIVER USE APPROVAL

All applications must be presented in triplicate to the City Clerk, 33000 Civic Center Drive, Livonia, MI 48154-3097. Applications must include property owner's name, address and notarized signature.

For filing fee see below for computation

2025-06-02-13

Date Filed: 06/09/2025 Petition: Special Waiver Use Approval
Site Address: 37461 Schoolcraft Rd Sidwell 46-117-01-0029-003 Zoning of Property M-1
Requesting Approval To: Special use Waiver Approval for Indoor Recreational use in M-1 zoning
Applicant: Justin Cloumbus Business/Company: 3CS Schoolcraft, LLC
Applicant's Address: 3311 Orchard Lake Rd City: Keego Harbor State: MI Zip Code: 48320
Applicant's Phone #: (248) 762-4634 Applicant's Email: jicolumbus@hotmail.com
Contact Person: James Gray Business/Company: Impact Mentoring Martial Arts
Contact's Address: 47048 McBride Ave City: Van Buren Township State: MI Zip Code: 48111
Contact's Phone #: (734) 787-6970 Contact's Email: grayweapon@gmail.com

Please provide the following information:

- 1) **Site Plan** showing:
 - property dimensions, including road right-of-way & building setback lines
 - foot print of building(s), including dimensions & square footage
 - all easements, protective walls, sidewalks & existing trees
 - any significant topographic features (existing or proposed)
 - parking layout, including type of surface material, sizes of spaces & aisles
 - method used in calculating parking requirement
 - location of light standards servicing parking lot & cutout showing type & height
 - location of trash receptacle, including description of screening
 - location of signs
- 2) **Detailed Landscape Plan** including:
 - listing or labeling of all planted materials as to type and size
 - areas to be fully irrigated
 - percentage of landscaping provided (15% of total site required)
- 3) **Building Elevation Plan** depicting:
 - architectural quality
 - wall section & detail plan - exterior building materials must be labeled (i.e. brick, thin brick, E.F.I.S.)
 - all visible rooftop mechanical equipment and how they will be screened
- 4) **General Floor Plan** showing:
 - floor layout
 - entrances & exits
 - restaurants are required to illustrate seating arrangement & capacity
- 5) **One (1) set of reduced plans** (i.e. site, landscape, elevation, floor), a maximum 11" x 17" in size, or digital file in a .pdf format either on CD or emailed to planning@livonia.gov
- 6) **Legal Description** of the property to be considered (Clearly Printed)
- 7) Two (3) completed application forms & **three (3)** sets of full-size drawings

You are invited and encouraged to review your proposal with the Planning Department staff. Only one set of preliminary drawings will be necessary for this analysis.

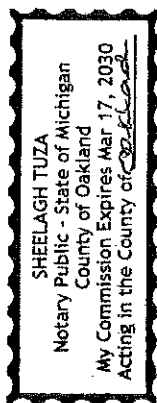
FEE COMPUTATION	\$700.00 (\$400 publication fee plus \$300 base review fee) plus
_____ sq. ft. of new construction x \$20.00 per 1,000 sq. ft. or \$30 per lot or unit for residential construction.	Total Amount Due \$ _____

Owner of Property: Justin Columbus
Owner's Address: 3311 Orchard Lake Rd City: Keego Harbor State: MI Zip Code: 48320
Owner's Phone #: 248 762-4634 Owner's Email: jicolumbus@hotmail.com
Signature of Owner: [Signature] Print Name: Justin Columbus

Subscribed and sworn to before me, a Notary Public in and for the County of Oakland State of Michigan
on this 10th day of June 20 25.

Signature of Notary [Signature] My commission expires 3-17-2030
Acting in the County of Oakland.

RECEIVED
OFFICE OF THE CITY CLERK
2025 JUN 10 PM 3:55



SCHOOLCRAFT ROAD

37453-37463

M - 1

M - 2

13245

13235

13201

13131

-

13175

13111

13075

NEWBURGH ROAD

13400

37107

M - 1

13000

13280

M - 2

13250

Address & Zoning Map

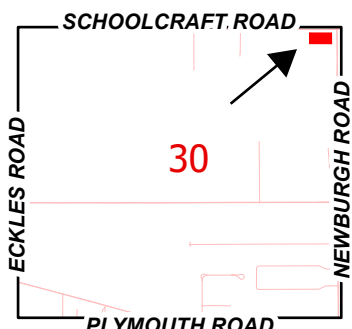
Petition 2025-06-02-13
3CS SCHOOLCRAFT
37461 Schoolcraft Road

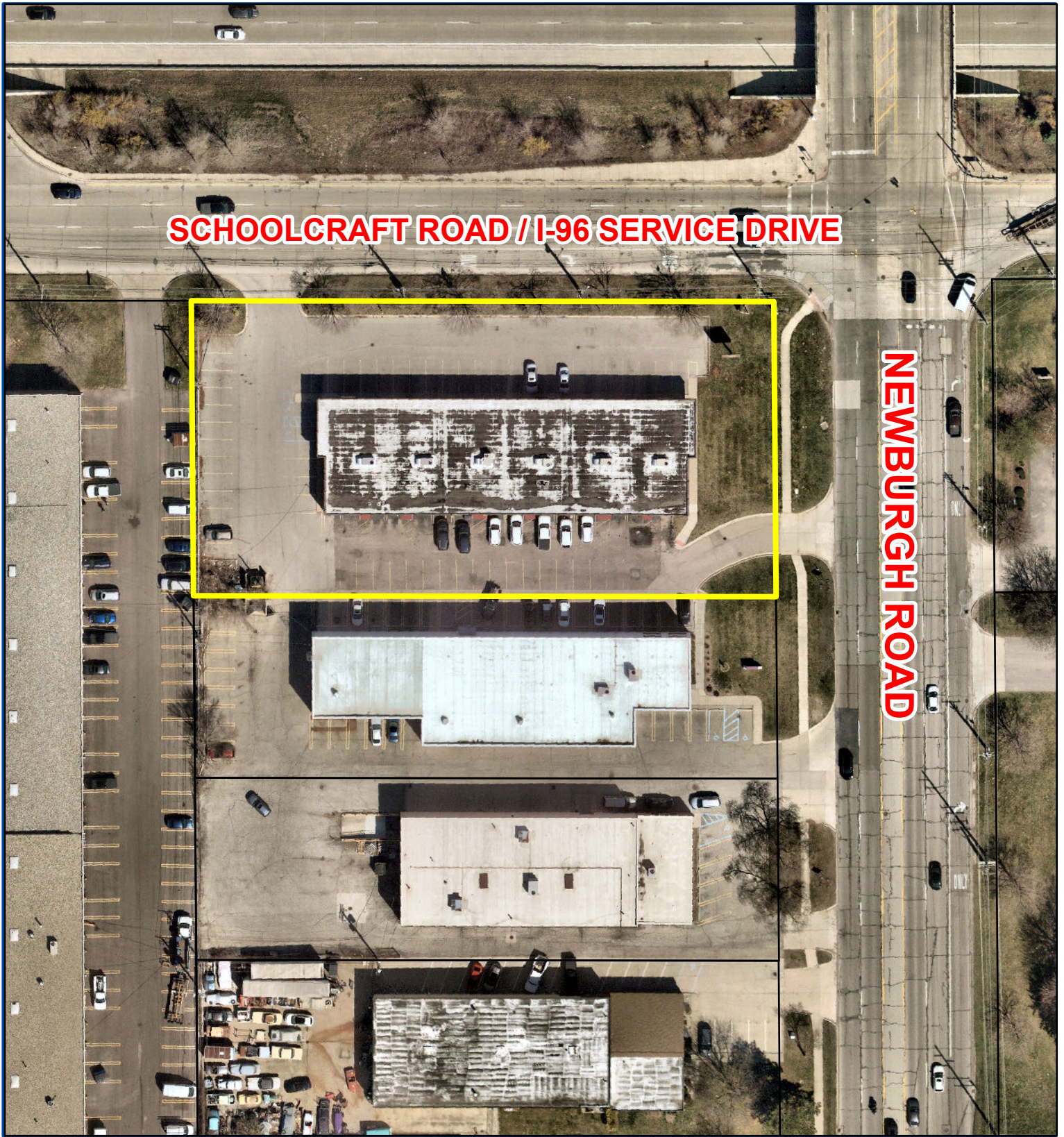


Not to Scale



City of Livonia
Planning Department





SCHOOLCRAFT ROAD

FARMINGTON ROAD

MERRIMAN ROAD

30

PLYMOUTH ROAD

Aerial Map

Petition 2025-06-02-13
3CS SCHHOLCRAFT
37461 Schoolcraft Road



Not to Scale



City of Livonia
Planning Department

PLANNING COMMISSION STAFF NOTES

PUBLIC HEARING

ITEM 1

Petition 2025-06-02-13 submitted by 3CS Schoolcraft, LLC, requesting waiver use approval under Sections 3.16 and 6.32 of the Livonia Zoning Ordinance, as amended, to operate an indoor recreational facility, at 37461 Schoolcraft Road, located at the southwest corner of Schoolcraft Road and Newburgh Road, in the northeast ¼ of Section 30.

July 15, 2025, Study Meeting:

3CS Schoolcraft LLC is requesting waiver approval to establish and operate a jiu jitsu school within one (1) suite of an existing 12,000-square foot multitenant building located in the M-1, Light Manufacturing zoning district at 37461 Schoolcraft Road. The proposed business will operate as a martial arts training facility, primarily offering classes in Brazilian jiu jitsu for children and adults.

The suite will contain an exercise room, a break room, two (2) restrooms, and utility closets. The petitioner is not extending the width of the existing building or extending the height, and existing setbacks will remain the same.

Under Section 6.32 (1) of the Zoning Ordinance, Indoor recreational use in the M-1 District require waiver use approval. The proposed indoor recreational use would conform to all the special requirements and regulations specified under this section.

The subject property is zoned M-1, Light Manufacturing. To the east is a commercial building home to a wheel bearing business also zoned M-1, Light Manufacturing. To the west, is an office park zoned M-2, General Manufacturing. To the south TrinityElite Sports Performance, zoned M-1, Light Manufacturing. To the north is Schoolcraft Road and Interstate 96 Freeway. The nature of the use—a personal service-based instructional facility—may be viewed as compatible with other low-impact, indoor businesses within a multitenant light industrial development.

Site access to the property will be from both Newburgh Road on the southeast side of the property, and from Schoolcraft Road on the northwest side of the property. There is a dumpster enclosure in the southwest corner of the property.

The proposed elevations submitted on June 10, 2025, show the front façade with dark brown brick and brown awning, and the rear façade having a light beige brick and maroon awnings over the rear exits.

PUBLIC HEARING

ITEM 1 Petition 2025-06-02-13 – 3CS Schoolcraft

Page 2

According to the minimum parking requirements for Indoor Recreational Uses in Section 9.05, there shall be one (1) parking space per two hundred (200) square feet of floor area. The suite is approximately 1,900 square feet, requiring ten (10) parking spaces.

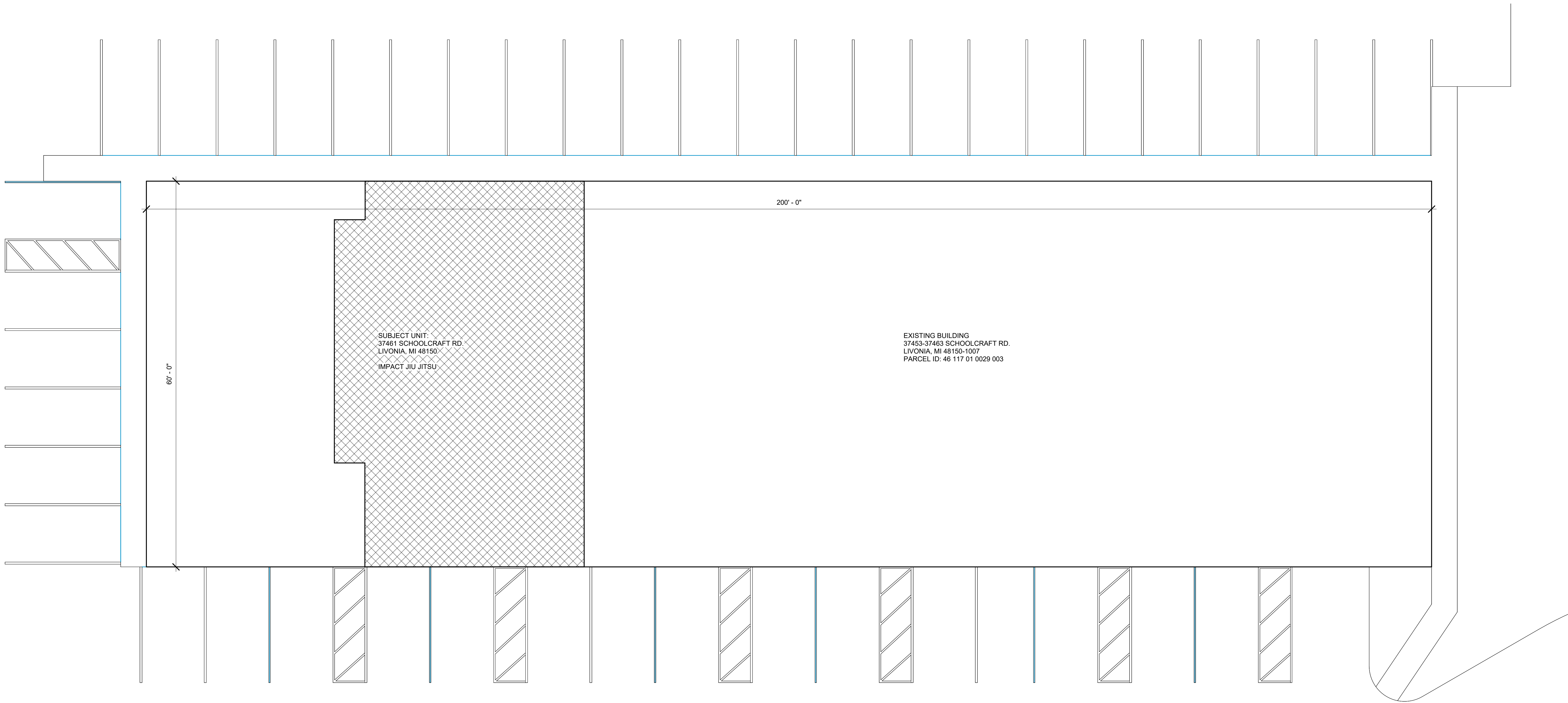
The martial arts school will share the parking lot with two (2) other tenants. Currently, there are forty-five (45) parking spaces around the building, and there are approximately fifteen (15) parking spaces along the west property line, bringing the total to sixty (60) parking spaces. There is a shared parking lot between the subject property and the property to the south as well. The owner of the property shall provide a shared parking agreement, if the petitioner intends to use those parking spots to the south.

Where the property owner can demonstrate or the City Council finds that the required number of parking spaces is excessive and the proposed parking will meet the demand for the proposed use, the City Council may, as a condition of site plan approval, permit up to twenty-five (25) percent of the total number of required parking spaces to be reserved for future consideration.

July 22, 2025: Public Hearing:

Approving Resolution: The request to operate an indoor recreational facility (Impact Jui Jitsu) at 37461 Schoolcraft Road is hereby approved, subject to City Council approval and the following conditions:

1. The site plan, identified as A100, dated June 09, 2025, is hereby approved and shall be adhered to.
2. That the Building Elevation Plan identified as A102 dated June 09, 2025, as revised, is hereby approved and shall be adhered to.
3. Only conforming signs are approved with this petition, and any additional signage shall be separately submitted for review and approval by the Zoning Board of Appeals.
4. All parking spaces, except the required handicapped spaces, shall be doubled striped at ten feet (10') wide by twenty feet (20') in length as required; and
5. Under Section 13.13 of the Livonia Zoning Ordinance, this approval is valid for one year only from the date of approval by the City Council. Unless the appropriate permits are obtained, this approval shall be null and void at the expiration of said period.



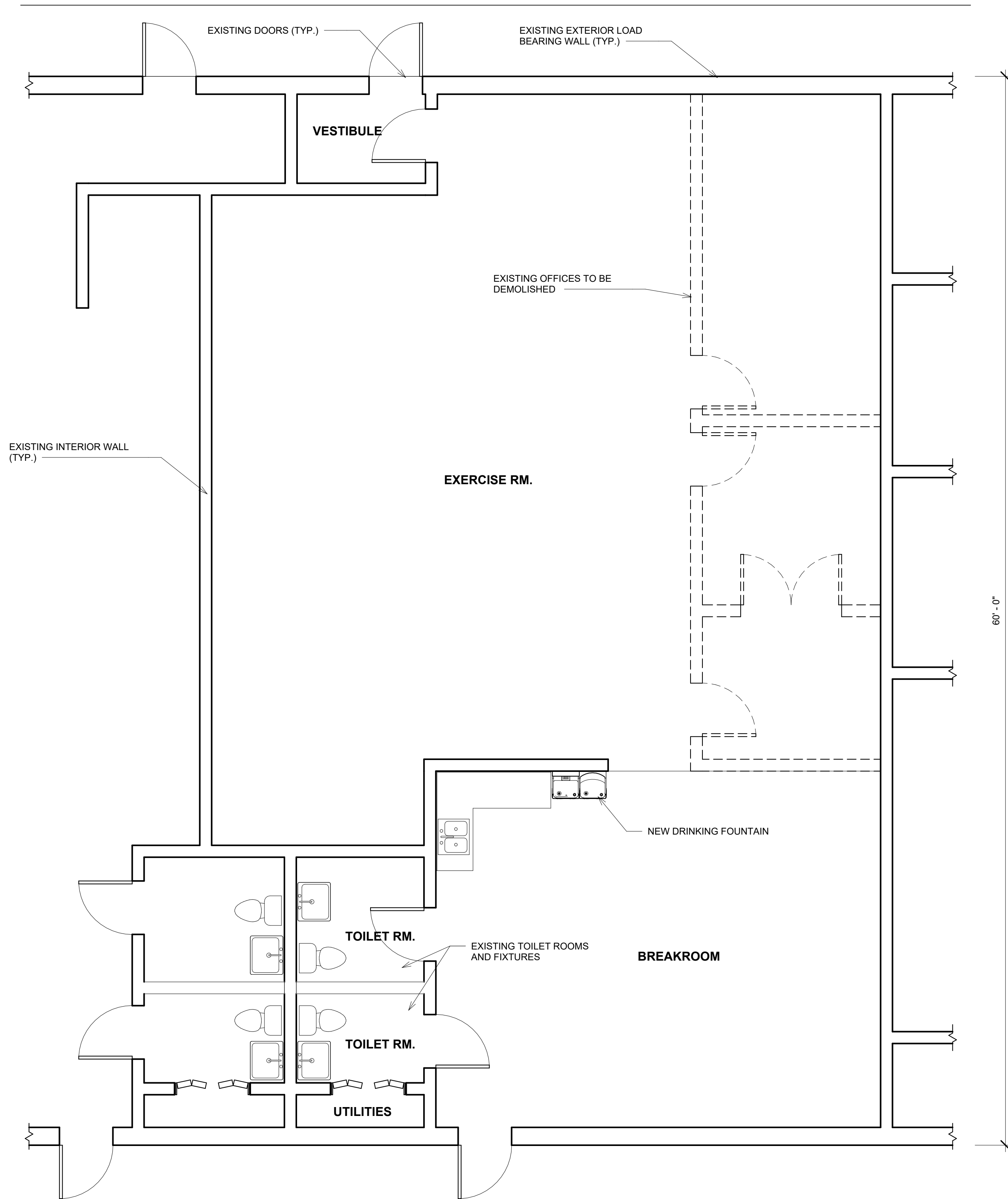
① SITE PLAN
1/8" = 1'-0"

NOT FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

SITE PLAN

PROJECT: 2501
DATE: 06/09/25
DRAWN: -
CHECKED: -

A100



① GROUND FLOOR PLAN
1/4" = 1'-0"

PROJECT: 2501
DATE: 06/09/25
DRAWN: -
CHECKED: -

GROUND FLOOR PLAN

NOT FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

A101



① NORTH ELEVATION
1/8" = 1'-0"



② EAST ELEVATION
1/8" = 1'-0"



③ SOUTH ELEVATION
1/8" = 1'-0"



④ WEST ELEVATION
1/8" = 1'-0"

DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

TODD J. ZILINCIK, P.E.
CITY ENGINEER

DAVID W. LEAR, P.E.
ASST. CITY ENGINEER



MAUREEN MILLER BROSNAN
MAYOR

DONALD R ROHRAFF
DIRECTOR OF PUBLIC WORKS

12973 FARMINGTON ROAD
LIVONIA, MICHIGAN 48150
(734) 466-2571
FAX: (734) 466-2195

June 24, 2025

Mr. Kristoffer Canty
Planner IV
City of Livonia

Re: Petition 2025-06-02-13 – #37461 Schoolcraft Road

Dear Mr. Canty:

In accordance with your request, the Engineering Division has reviewed the above referenced petition. We have no objections to the proposed waiver use at this time, but would like to note the following items:

1. The subject parcel is assigned the address range of #37453 thru #37463 Schoolcraft Road, with the address of **#37453 Schoolcraft Road** being assigned to the overall parcel. Should additional addresses be needed, the Owner will need to contact this Department once approvals have been obtained.
2. The existing parcel is currently serviced by public sanitary sewer and water main, as well as private storm sewer. Utility information has not been submitted with the drawings, but we do not believe there will be any adverse effects from the proposed project.
3. Should any revisions to the utility services to the building, or any work in the right-of-way be required, the owner will need to submit drawings to this Department to determine if Engineering permits will be required.

Should you have any additional questions on this matter, please feel free to contact myself at (734) 466-2608 or the City Engineer, Mr. Todd Zilincik at (734) 466-2561. If you would prefer, you can e-mail either of us at dlear@livonia.gov or tzilincik@livonia.gov.

Sincerely,



David W. Lear, P.E.
Assistant City Engineer

cc: 2025 Petition File

DEPARTMENT OF PUBLIC SAFETY
LIVONIA FIRE & RESCUE

ROBERT JENNISON
FIRE CHIEF



MAUREEN MILLER BROSNAN
MAYOR

14910 FARMINGTON ROAD
LIVONIA, MICHIGAN 48154-5419
734-466-2444
734-466-2082 fax

DATE: July 8, 2025
TO: Kristoffer Canty, Planner IV
FROM: Livonia Fire Prevention Division
SUBJECT: **Petition 2025-06-02-13, 37461 Schoolcraft Rd.**

This office has reviewed the site plan submitted in connection with the renovation and use of the property located at the above referenced address.

No objections to this proposal with the stipulations:

If a sprinkler fire suppression system and fire alarm or alarm monitoring system is in place, the systems must remain and be maintained to function as designed.

A further detailed plan review will take place when this division receives an official plan set.

Sincerely,

Brian Kukla

Brian Kukla
Fire Marshal

**DEPARTMENT OF PUBLIC SAFETY
DIVISION OF POLICE**

THOMAS GORALSKI
CHIEF OF POLICE



MAUREEN MILLER BROSNAN
MAYOR

15050 Farmington Road
Livonia, Michigan 48154-5499
(734) 466-2470
FAX: (734) 261-2265

June 23rd 2025

Mr. Kristoffer Canty
City of Livonia Planning Dept
33000 Civic Center Drive
Livonia, MI 48154

Re: Petitions 2025-06-02-13 – 37461 Schoolcraft Road

Mr. Canty,

I have reviewed the plans in connection with the petition. I have no objections to the proposals.

Please feel free to contact me, should you have any questions.

Sincerely,

FOR THE CHIEF OF POLICE,

Paul Walters, Sergeant
Traffic Bureau
(734) 466-2107

OFFICE OF THE TREASURER

SUSAN M. NASH
CITY TREASURER



33000 CIVIC CENTER DRIVE
LIVONIA, MICHIGAN 48154-3060
(734) 466-2245
FAX: (734) 421-7230

June 23, 2025

RE: 37461 Schoolcraft

Attention: planning Commissioners

All taxes have been paid on this property.

If you have any further questions, please contact me

Thank you

Susan Nash
Livonia City Treasurer

To whom this may concern.

I look forward to being a part of the Livonia Community. For the last 4 years we have been a positive Impact in the lives of our surrounding communities. Anti bullying, women's self defense, both kids and adults train in Brazilian Jiu-Jitsu principles to get the best results.

I just signed a five year lease. Gave the deposit etc. I was under the impression that it was zoned for our use. Later learning it is zoned for M1. We hope to get a variance for this use as it will be beneficial to the current businesses and to ours. Our business impacts

We are a family & community-centered group. As a father of three sets of young twins we intentionally focus on building personal character and life principles while developing martial arts skills. We bring a lot of families together through our seminar-based martial arts teaching methods and parent-child family classes.

We work directly with equipping law enforcement and even have Livonia PD in our current student-roster already.

As a husband of a former public school teacher we make it a point to work with students and administration in the area to serve their needs in whatever capacity we can.

With an athletic development center directly behind us and a physical rehab center right next door to we think we would be a great fit and addition to the area.

The building layout is perfect for us. The electric is up to date, the furnace and AC brand new. Our hope is that we could be able to get an approval on the usage and obtain a certificate of occupancy as soon as possible.

Kindest regards,

James Gray
Impact Mentoring Martial Arts
734.787.6970
Grayweapon@gmail.com





Google

Express Employment Professionals

Super Door Garage Door Service

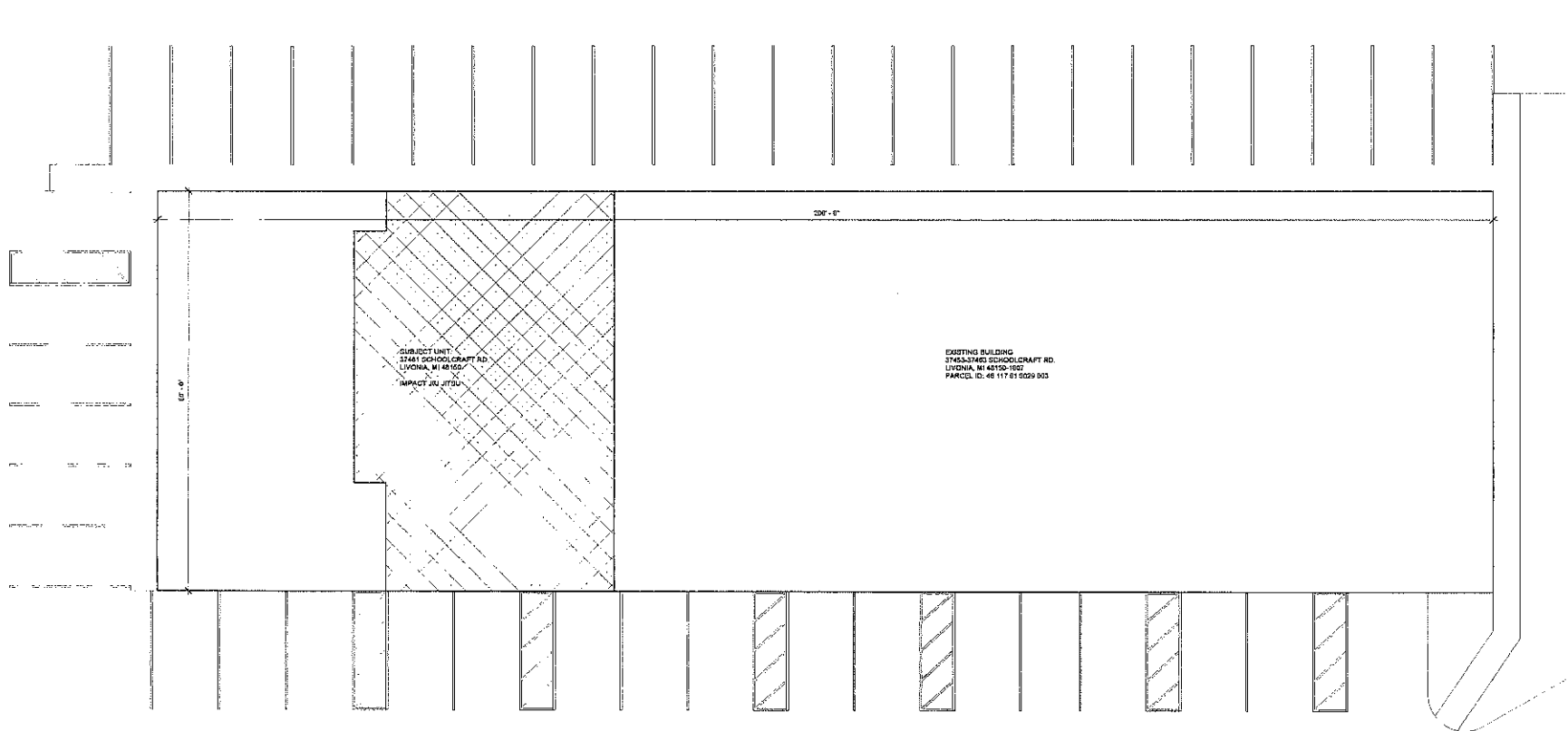
37537

37513

37491

37475

Layers



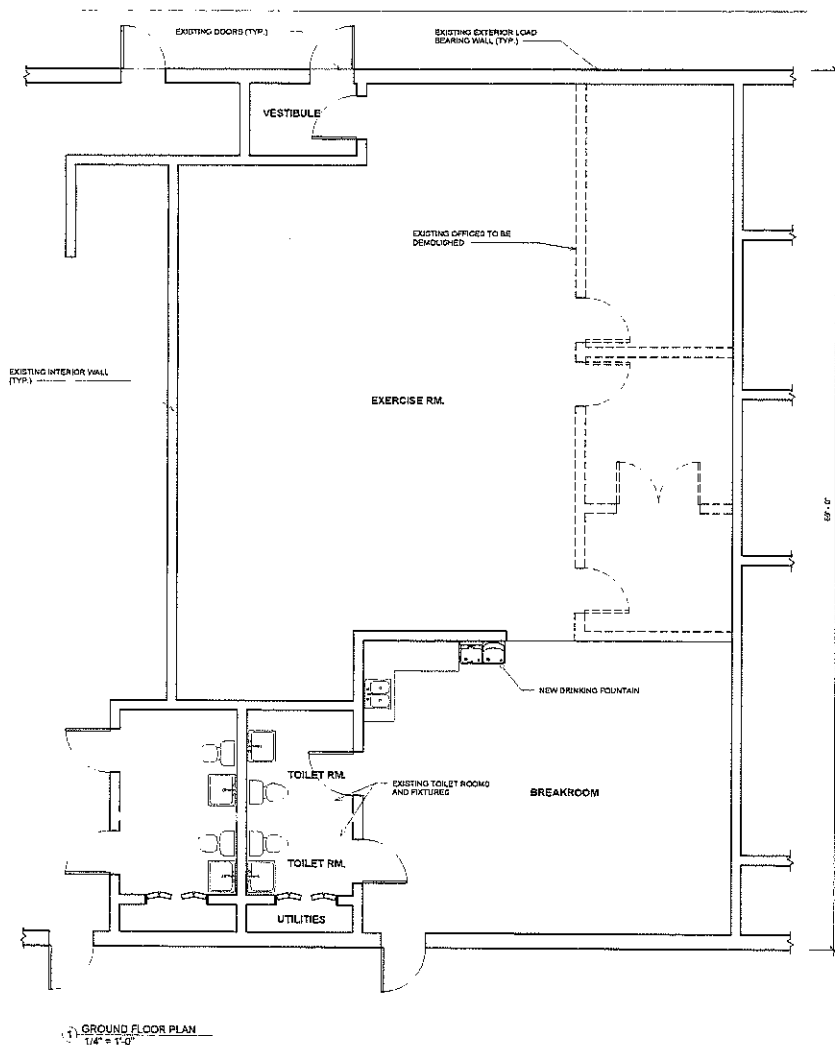
(1) SITE PLAN
1/8" = 1'-0"

NOT FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

SITE PLAN

PROJECT: 2501
DATE: 06/08/25
DRAWN: -
CHECKED: -

A100

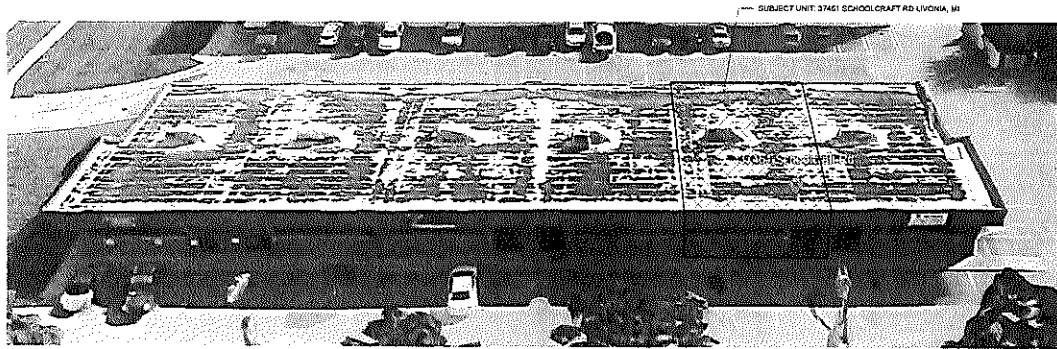


NOT FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

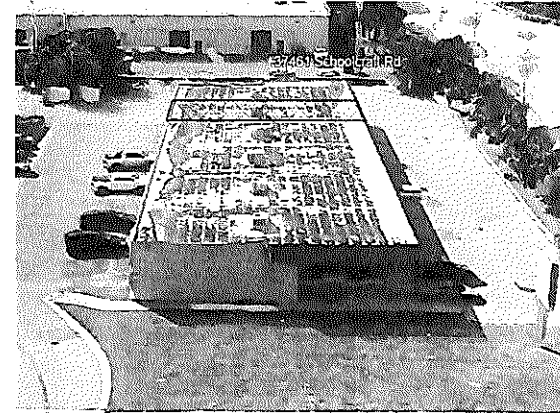
GROUND FLOOR PLAN

PROJECT: 2041
DATE: 02/02/25
DRAWN: .
CHECKED: .

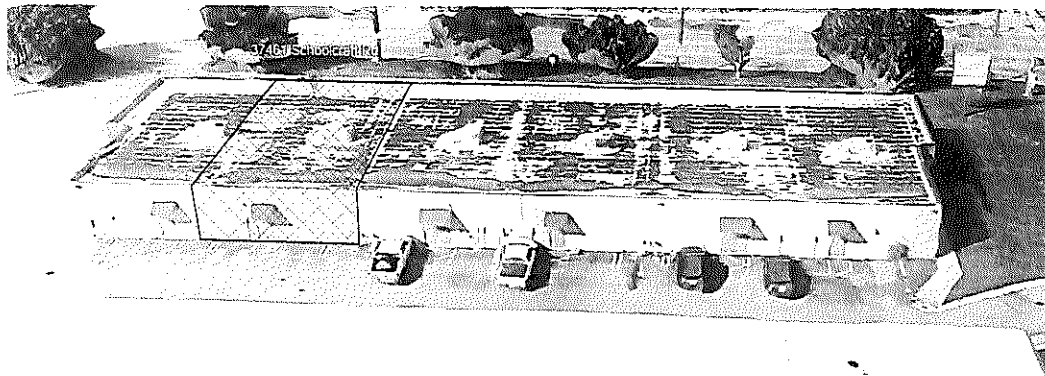
A101



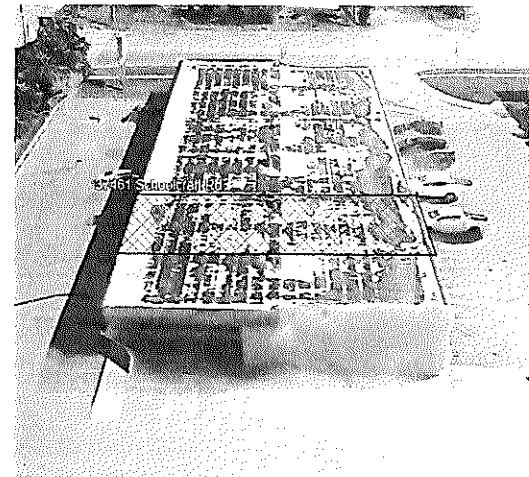
1 NORTH ELEVATION
1/8" = 1'-0"



2 EAST ELEVATION
1/8" = 1'-0"



3 SOUTH ELEVATION
1/8" = 1'-0"



4 WEST ELEVATION
1/8" = 1'-0"

NOT FOR CONSTRUCTION
VERIFY ALL DIMENSIONS IN FIELD

BUILDING ELEVATIONS

JAMES GRAY
IMPACT JIU JITSU
37461 SCHOOLCRAFT RD LIVONIA, MI 44125

PROJECT: 3501
DATE: 06/08/25
DRAWN:
CHECKED:

A102

Tenant Occupancy & Operations Information Form

(To be completed by tenant and returned to landlord/property management)

Tenant Information

Business Name: Express Employment Professionals + Specialized Recruiting Group
Suite/Unit #: 37455, 37457, 37459 Livonia MI 48150
Primary Contact Name: Rod Coburn
Phone Number: 248-474-5000
Email Address: Rod.Coburn@Expresspros.com

1. Hours of Operation

Regular Hours (Mon-Fri): 8:00am to 5:00pm

Weekend Hours (Sat-Sun): n/a

After-Hours Operations (if any): n/a

Is your business open to the public? ☒ Yes ☐ No

2. Employee Information

Total Number of Employees (All Shifts): 20

Maximum Number of Employees On-Site at One Time: 20

Do employees work in shifts? ☐ Yes ☒ No

- If yes, how many shifts per day? n/a

- Shift hours: 8:00am to 5:00pm (could be on site until 7:00pm on occasion)

3. Nature of Business / Use of Premises

Describe your business operations:

Staffing agency

Will customers or vendors regularly visit the premises? ☒ Yes ☐ No

- Estimated # of visitors per day: 10-20

4. Parking & Access

Number of Parking Spaces Needed for Employees: 20

Number of Parking Spaces Needed for Visitors/Clients: 10+

Do any employees or clients require ADA access? ☐ Yes ☒ No

5. Additional Notes or Requests

Tenant Certification

I certify the information provided above is accurate to the best of my knowledge. I understand that this form is used by the landlord to manage property operations, safety, and tenant coordination.

Signature: S. Petersen

Printed Name: Sarah Petersen

Title: Office Manager

Date: 07/09/2025

Tenant Occupancy & Operations Information Form

(To be completed by tenant and returned to landlord/property management)

Tenant Information

Business Name: Med Rehab Services INC

Suite/Unit #: _____

Primary Contact Name: Nancy Mathew

Phone Number: 734-7773132

Email Address: emilcynthia@gmail.com

1. Hours of Operation

Regular Hours (Mon-Fri): 9 AM - 6 PM

Weekend Hours (Sat-Sun): _____

After-Hours Operations (if any): _____

Is your business open to the public? ☒ Yes ☐ No

2. Employee Information

Total Number of Employees (All Shifts): 2

Maximum Number of Employees On-Site at One Time: 2

Do employees work in shifts? ☐ Yes ☒ No

- If yes, how many shifts per day? _____

- Shift hours: _____

3. Nature of Business / Use of Premises

Describe your business operations:

Outpatient Physical Therapy

Will customers or vendors regularly visit the premises? ☒ Yes ☐ No

- Estimated # of visitors per day: 1-15

4. Parking & Access

Number of Parking Spaces Needed for Employees: 2

Number of Parking Spaces Needed for Visitors/Clients: 3

Do any employees or clients require ADA access? ☐ Yes ☒ No

5. Additional Notes or Requests

Need handicapped parking
space as per Medicare regulations

Tenant Certification

I certify the information provided above is accurate to the best of my knowledge. I understand that this form is used by the landlord to manage property operations, safety, and tenant coordination.

Signature: Nancy Mathew

Printed Name: Nancy Mathew

Title: Administrative / Owner

Date: 07/14/25

Tenant Occupancy & Operations Information Form

(To be completed by tenant and returned to landlord/property management)

Tenant Information

Business Name: Impact Mentoring Martial arts

Suite/Unit #: 37461 Schoolcraft Rd Livonia, MI 48150

Primary Contact Name: James Gray

Phone Number: 734 787 6970

Email Address: graywepor@gmail.com

1. Hours of Operation

Regular Hours (Mon-Fri): Monday-Thursday 5pm-8:30pm ^{11AM-noon}

Weekend Hours (Sat-Sun): Sat 8-11AM, Sun 1pm-3pm

After-Hours Operations (if any): 5pm-8:30pm

Is your business open to the public? ☒ Yes ☐ No

2. Employee Information

Total Number of Employees (All Shifts): 1

Maximum Number of Employees On-Site at One Time: 1

Do employees work in shifts? ☐ Yes ☒ No

- If yes, how many shifts per day? _____

- Shift hours: 5/5pm-8:30pm

3. Nature of Business / Use of Premises

Describe your business operations:

Martial arts and recreational use.

Jiu-jitsu, Mentoring youth, Health + Fitness

Will customers or vendors regularly visit the premises? ☒ Yes ☐ No

- Estimated # of visitors per day: 12

4. Parking & Access

Number of Parking Spaces Needed for Employees: 1

Number of Parking Spaces Needed for Visitors/Clients: 11

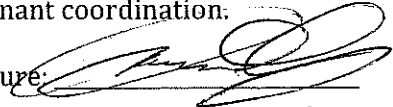
Do any employees or clients require ADA access? ☐ Yes ☒ No

5. Additional Notes or Requests

Thank you!!

Tenant Certification

I certify the information provided above is accurate to the best of my knowledge. I understand that this form is used by the landlord to manage property operations, safety, and tenant coordination.

Signature: 

Printed Name: James Gray

Title: Owner/Instructor

Date: 7.14.25

ZONING BOARD OF APPEALS
CITY OF LIVONIA
MINUTES OF SPECIAL MEETING HELD TUESDAY, MAY 20, 2025

A Special Meeting of the Zoning Board of Appeals of the City of Livonia was held on Tuesday, May 20, 2025.

MEMBERS PRESENT: Gregory G. Coppola, Chairman
Jim Baringhaus, Vice Chairman
Michael Testa
Marc Rotondo

MEMBERS ABSENT: Christopher Boloven
Timothy Klisz, Secretary
Brian Meagher

OTHERS PRESENT: Mike Fisher, Chief Assistant City Attorney
Matt Stierna, Senior Building Inspector

The meeting was called to order at seven p.m. Chairman Coppola explained the Rules of Procedure to those interested parties. Each petitioner must give their name and address and declare hardship for appeal. Appeals of the Zoning Board's decisions are made to the Wayne County Circuit Court. The Chairman advised the audience that appeals can be filed within 21 days of the date tonight's minutes are approved. The decision of the Zoning Board shall become final within five (5) calendar days following the hearing and the applicant shall be mailed a copy of the decision. There are four decisions the Board can make: To deny, to grant, to grant as modified by the Board, or to table for further information. Each Petitioner may ask to be heard by a full seven (7) -member Board. Four (4) members were present. No one chose to reschedule to be heard by a full Board. Acting Secretary, Jim Baringhaus, then read the Agenda and Legal Notice to each appeal, and each Petitioner indicated their presence. Appeals came up for hearing after due legal notice was given to all interested parties within 300 feet, petitioners, and City Departments. There were several (not counted) people present in the audience.

(7:00)

TABLE OF CONTENTS

APPEAL CASE #	PAGES
APPEAL CASE NO. 2024-10-37 Laurel Investment, LLC on behalf of Lessee Cooper's Hawk 17117 North Laurel Park Drive	3-20
APPEAL CASE NO. 2025-02-02 Laurel Investment, LLC on behalf of Lessee Capital Grille 17117 North Laurel Park Drive	21-32
APPEAL CASE NO 2025-04-10 Paige and Joshua Retting 36589 Six Mile Road	33-53
APPEAL CASE NO. 2025-04-11 Shawn Friend 32501 W Chicago Avenue	54-73
ADMINISTRATIVE TASKS	74

APPEAL CASE NO. 2024-10-37, 17117 North Laurel Park Drive (tabled on January 7, 2025): an appeal was made to the Zoning Board of Appeals by Laurel Investment, LLC, on behalf of Lessee Cooper's Hawk Winery & Restaurant, seeking to install a wall sign package resulting in an excessive number of signs and excessive total sign area.

This Regional Commercial property is located on the west side of North Laurel Park Drive (17117), between University Park Drive and Six Mile Road, Lot. No. 028-99-0006-008, C-4, High Rise Commercial, rejected by the Inspection Department under Livonia Zoning Ordinance Section 11.08 (3) – Sign Regulations in C-2, C-3 and C-4 Districts.

Total Signs

Allowed: 2
Proposed: 4
Excess: 2

Total Sign Area

Allowed: 197.25 sq. ft.
Proposed: 220.9 sq. ft.
Excess: 23.65 sq. ft.

COPPOLA All right, thank you. Can I have a motion please?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Move to remove from the table Appeal Case No. 2024-10-37.

BARINGHAUS Support.

COPPOLA I have a motion by Mr. Testa, supported by Vice Chair Baringhaus, to remove from table. All in favor?

The Board voted unanimously to remove the appeal case from the table.

COPPOLA Mr. Stierna, anything you'd like to add?

STIERNA The Inspection Department has nothing to add today.

COPPOLA Any questions for Inspection? Seeing none. If the Petitioners could, you can just drag a chair up. Just grab a seat up there so you're a little bit closer to the recording.

KNOWLES Sure.

COPPOLA For us.

LESYNA Perfect.

UNKNOWN SPEAKER Perfect.

COPPOLA If I could get just for the record, name and addresses first.

LESYNA Jennifer Lesyna, representative of Cooper's Hawk and address would be 3500 Lacey Road. That's Downers Grove, Illinois, 60452. I did sign in as well.

COPPOLA Okay, thank you. Sir?

KNOWLES Yeah. Jack Knowles, K N, O, W, L, E, S. I represent the owner, Laurel Investment, 29200 Northwestern Highway, Suite 450, Southfield, 48034.

COPPOLA Okay. Thank you. Welcome back. Just for the record, any changes from the petition or just the same package you provided last time?

LESYNA It is the same package, however, we did reduce the square footage of the signage to a smaller square footage so that it would fit within your square footage requirement.

COPPOLA Okay, closer, much closer. Okay, thank you. So why don't you go ahead and tell us why you believe there's a hardship that would permit a variance.

LESYNA So in our signage package we do have, we are showing four wall signs. One of those wall signs is a feather. It's our Cooper's Hawk logo, and it does identify the entrance, the main entrance to the building. We are willing to concede that, and if we could figure out a way to make that not a signage, but maybe a piece of artwork on the outside of the building? That's definitely something that we would be willing to have a conversation on. We believe the west elevation would be the one most in question, and the west elevation would be the visual representation of where we're located from eastbound traffic on Six Mile Road. We believe that having that sign on the wall high enough up over the traffic because the westbound traffic would be blocking it so that eastbound traffic could see where we're at on the property.

COPPOLA Okay. You have a monument sign, though, right, so—

LESYNA We do have a monument sign. However, it is also... it's only five feet high. So if Six Mile Road is congested, it would be covered by that traffic.

COPPOLA Okay, so the eastbound sign, or the east-facing sign, actually faces directly into Comerica Bank?

LESYNA Yes.

COPPOLA So it won't have visibility, really, from any of the roads, per se. So tell me about your thinking.

LESYNA It would have visibility. Yeah, sorry, go ahead.

COPPOLA No, go ahead.

LESYNA Yeah, it would have visibility from the drive lane into the property, so that they can't see the monument sign from that area or that elevation. So that would be the only thing that would delineate our building from driving into the property.

COPPOLA So you're suggesting it would be seen from North Laurel Park Drive?

LESYNA Yeah.

COPPOLA Pass through Comerica's building?

LESYNA Well, on the other side of Comerica's building, yes.

KNOWLES As you come in the entrance drive, off of the south entrance, drive off of North Laurel Park.

COPPOLA And again, on the west-facing side, you believe that that can be visually seen by people driving eastbound on Six Mile.

LESYNA We do believe that, yes.

COPPOLA And that's a distance of... to the westbound side of Six Mile, that's a distance of how much and that divided, I think it's divided, right? It's divided there.

LESYNA It is divided. Yeah.

COPPOLA That's a pretty far distance.

KNOWLES Several hundred feet.

COPPOLA Okay, questions for the Petitioner?

BARINGHAUS Yes, I saw in your plans that you're going to have a "Now Open" sign on the building. Is that a temporary sign?

LESYNA It's a temporary banner that we typically affix to the building for two weeks while we're open.

BARINGHAUS Two weeks? Okay.

LESYNA Yeah, two, two to four weeks, depending on the municipality's allowance.

BARINGHAUS And you're going to have that on the south elevation?

LESYNA Yeah.

BARINGHAUS Okay, that's the only location for it?

LESYNA Yeah.

BARINGHAUS Okay. Question for the Inspection Department, going back to the feather, just because it is a key identifier and logo for the company, is that viewed as artwork?

STIERNA We, typically, because it's wire would consider it a sign. However, there's a possibility, and that might be definitionally discussed. It could be considered a mural, which I believe goes through a Planning/Council approval. It's a waiver. I was trying to look that up. So there is a potential for a different approach on that. I guess the question would be, is it illuminated?

LESYNA We could make it not.

BARINGHAUS Okay.

LESYNA Definitely a possibility for sure.

BARINGHAUS Does that cast it in a more favorable light?

[Laughter]

BARINGHAUS I couldn't resist that.

STIERNA It would. I believe the artwork needs to be approved by the Planning Commission.

FISHER Sounds right to me.

LESYNA I can't wait to come back.

BARINGHAUS So essentially, your signage is the monument sign, west elevation, south elevation, and east elevation?

LESYNA Correct.

BARINGHAUS Okay, plus the feather.

LESYNA Plus the feather, yes.

COPPOLA Plus the large monument sign off of Laurel Park.

BARINGHAUS Yes, that's what is.

COPPOLA And there's a monument sign at Six Mile.

BARINGHAUS Yes. Okay, so we're dedicated.

[Inaudible crosstalk]

BARINGHAUS Yeah, a dedicated monument sign. Here on the wall, a monument sign.

COPPOLA A monument sign on North Laurel Park.

BARINGHAUS Okay, yeah. So you have a group monument sign. You have the dedicated monument sign to you exclusively, the other three elevations we described, plus the feather.

KNOWLES The group elevation side of the monument sign at North Laurel Park. It really is not a huge sign. It's, my recollection, is it's 10 feet long. It's going to have four users on it. It's four or five feet tall. The sign itself. And it's not a huge sign.

BARINGHAUS Okay. What are your hours of operation?

LESYNA Oh, for the restaurant?

BARINGHAUS Yeah.

LESYNA We open at 10am, and Monday through Thursday we close at nine. Fridays, I believe, it's 10 to 11 or 10 to nine, and then Saturday 10 to eleven, and Sunday 10 to nine. Yeah.

BARINGHAUS So anywhere from 9 to eleven--

LESYNA Yeah.

BARINGHAUS --PM you'll be closed.

LESYNA Correct.

BARINGHAUS In terms of your signage, it is illuminated?

LESYNA Mmmhmm.

BARINGHAUS LED illumination?

LESYNA I'm not 100% positive on that.

FISHER It says LED lighting on the....

BARINGHAUS Okay. Are there hours of operation for the lighting that you're planning on putting it on timers, or is this going to be on all night?

LESYNA Again, not 100% sure.

BARINGHAUS Okay.

LESYNA But I can absolutely find out. I don't want to speak and be wrong either way.

BARINGHAUS Okay. Thank you.

LESYNA My pleasure.

TESTA Mr. Chair.

COPPOLA Thank you.

TESTA Question for the Petitioners. Regarding the monument signs you talked about in the package, I see one monument sign for Cooper's Hawk. I believe you spoke about another monument sign.

KNOWLES Yeah, there's a multi-user monument sign at the south entrance off of North Laurel Park Drive. So there's two entrances to the Holiday Inn site. Currently off North world yard. This is at the south entrance.

TESTA Okay, is that sign part of this package?

KNOWLES No, that sign meets all regulations.

TESTA Okay. What is the purpose of the second Cooper's Hawk sign? The monument sign?

LESYNA The monument sign for Cooper's Hawk only is to....

KNOWLES It's on Six Mile.

LESYNA Call out, yeah, the traffic on Six Mile.

TESTA Okay. I think last time we heard this case in January, there was comments about, you can only see it coming eastbound. Westbound, because of the elevation change that sign really isn't visible. We were asking, what really is the benefit of that sign?

LESYNA Well, for that traffic that's coming westbound.

TESTA Can't they see it already, the three signs on the building? There's east, north, south.

LESYNA I would hope so, yeah.

TESTA Okay. So I guess where I'm going with this. I'm counting if we talk about the next case, too, Capital Grille. They're going to want a monument sign as well. So I gonna count three monument signs, plus the Holiday Inn has monument signs. It seems like we have monument sign overkill on the site.

KNOWLES The Holiday Inn monument sign is being replaced with a multi-user sign in North Laurel Park.

TESTA Gotcha, so that will not stay.

KNOWLES Correct.

TESTA It's leaving. Okay. Regarding the feather, could it be incorporated with a sign that's above your door? Make it into one larger sign?

LESYNA Well, in order to fit the square footage requirements, we would want the words to be as large as possible. So, we would just remove it.

TESTA Okay.

LESYNA We would remove the feather. The feather would... it's more of a logo, decor and to help delineate the front door.

TESTA Okay, maybe question to Mr. Stierna, you mentioned it potentially being a mural, but as I read the description, it's going to be on aluminum fabrication sticking two inches off the brick, so that will technically still be a mural?

STIERNA So murals or painted on or wall designs or sculptures, the size and number of location, murals and signs painted on the wall structure shall be subject to the approval of City Council after review and findings by City Planning Commission. So I would say it definitely could be considered [an] art piece, art structure.

TESTA Okay.

STIERNA That would also remove their overage on square footage.

TESTA Thank you for that point. All right, thank you, Mr. Chair.

COPPOLA They'd have to go back -- for Mr. Fisher -- they'd have to go back to approval for that, then.

FISHER Sounds like it.

COPPOLA It'd have to go to Planning?

FISHER Yeah.

KNOWLES And then Council also?

TESTA Do we have the authority to approve it?

COPPOLA It's designated a sign, yeah.

TESTA Okay.

COPPOLA Which is how their [inaudible] sign.

TESTA Okay.

LESYNA Yeah, okay.

COPPOLA Questions for the Petitioner.

ROTONDO Mr. Chair.

COPPOLA Mr. Rotondo.

ROTONDO Question for the Petitioner. So I think you stated earlier, the monument sign is going to be on the Six Mile entrance?

LESYNA No, it's off of Six Mile Road in front of the building.

ROTONDO I was just looking at the site plans. I don't see it.

KNOWLES Yeah, it's not real big.

LESYNA It is.

KNOWLES It's about in the center of... opposite the center of the building.

LESYNA Yeah.

KNOWLES I think it's 5 or 10 feet off the parking lot.

ROTONDO That's in the boulevard thought?

KNOWLES It will not be in the road.

COPPOLA It will be... no, it won't be in the easement, it'll still be on the [inaudible] before you get to the pole. So it still has to be on the property. So you still got room to get to six months, quite a bit of space to get to six months.

KNOWLES It's a large front here along Six Mile.

COPPOLA Any other questions for the Petitioner?

TESTA Yeah, Mr. Chair. Sorry, I got a few more.

COPPOLA Fire away, Mr. Testa.

TESTA So last time you were here, we tabled you. Mainly, we were looking for a more comprehensive package for the whole site, not just this restaurant, the other restaurant in the hotel? Can anyone speak to the overall sign package plan for the whole site?

KNOWLES Yeah, I can. At this time there is only one other.... There is one other sign that will be coming to you for... it's the pylon sign. And it's really divorced from all these other signs, but it's the pylon sign on the highway. There's a small panel below the main Holiday In sign.

TESTA Okay.

KNOWLES And we'll be coming to you to request a slightly larger lower panel. That's, it.

TESTA Okay. Do you have one drawing that's going to show all of the signs? I think that's kind of what I was looking for.

KNOWLES You mean including the building signs and...?

TESTA Yeah, including the whole site, because it's all... you're basically representing the whole site.

KNOWLES Yeah. No, to answer your question, no.

TESTA Okay.

KNOWLES Yeah. I mean, it wasn't, since both restaurants are sort of separate entities, we only looked at the... really, the remainder site signage as the monument sign on the multi-user monument sign on Six Mile, which is the only other new sign, and then the pylon sign.

TESTA Okay, yeah. From my standpoint, I'm trying to understand the whole site.

KNOWLES Sure.

TESTA We're not hodgepodge. We're approving one restaurant, another restaurant, hotel, and they all have different things. And I wouldn't say misaligned, but it's not in harmony together. Okay. I do see... I looked in the Capital Grille package. There is the monument sign that shows all four locations. The Holiday Inn is not going to come back to us, other than what you said for the....

KNOWLES To my knowledge, no.

TESTA Okay. And they're completely fine with losing their current monument sign and going on, what's going to be the new four by...?

KNOWLES Yeah, we own the Holiday Inn.

TESTA Okay.

KNOWLES Yeah.

TESTA Okay.

COPPOLA When you say we, who's we?

KNOWLES Laurel Investment.

COPPOLA Do you own the property that Capital Grille is going onto?

KNOWLES Yes, we own the entire site.

TESTA Okay.

COPPOLA So those are land leases for all that?

KNOWLES Yes.

COPPOLA Properties, all the buildings going in?

KNOWLES Yes.

COPPOLA And you don't have a sign package for the new Home2Suites?

KNOWLES Correct.

COPPOLA You don't have a side package for them right now?

KNOWLES Drawings aren't done. Buildings not done.

TESTA Do you know when they'll have those drawings done?

KNOWLES For the Home2?

TESTA Yeah.

KNOWLES I'm told a month or two away.

TESTA So if we table you again, waiting for their signs will that hold up Capital Grille or Cooper's Hawk in any way?

LESYNA We're looking at some construction in the beginning of June.

TESTA Right.

COPPOLA How long is it going to take to build? Because usually the signs are the last thing.

LESYNA They are the last thing, but we do have to put them under production. I mean, I don't know how long it's going to take to get the approval, so I can't speak to if it's going to hold us up or not, and that's if they get their plans in.

COPPOLA Yeah.

LESYNA Right. I'm not saying not to table it. I'm just saying I can't commit to that it's not going to hold them up.

TESTA When are you planning to open?

LESYNA I believe our opening date is late December or early January.

TESTA Okay. I know I get off at Six Mile there every day now. I notice how the Inns deconstructed part of their building.

KNOWLES Correct.

TESTA Is that... what's that for?

KNOWLES That was the conference facility or the banquet facility. We remove that in order to make room for the second hotel.

TESTA Okay? Thank you, Mr. Chair.

COPPOLA Questions for the Petitioner? So if...?

KNOWLES Can I ask a question, is the feather an issue or a question still, with regards to the amount of signage in the variance?

COPPOLA Well, it's included as part of the petition. So it's in question. Yes, that's part of what we're considering today.

LESYNA So we're willing to remove it and move forward as if it's artwork. If that's a possibility today.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Yeah, have we concluded that the feather is a sign or a mural? It sounds like--

STIERNA It could be considered either.

COPPOLA Well, it's a logo. So I would... personally it's a logo. It's their logo. So I would consider that a sign.

BARINGHAUS So I tend to look at it as a mural or a piece of artwork. It's not illuminated and it's not... it's decorative.

COPPOLA I think the same thing with Big Boy in front of the....

BARINGHAUS Spoon on a Dairy Queen.

[Laughter]

KNOWLES Not the cone.

BARINGHAUS Back to that question. Less filling tastes great, right?

COPPOLA So let me ask this question of the Petitioner, the feather aside, that leaves three signs, you're allowed two. If you were, this is just an if, and this is just me, because everybody's got their own opinions and they can vote. If I said I'm good with the feather, pick two more signs. Which two would you pick?

LESYNA It would be... the west elevation would be our third choice. The feather would be our first choice to remove if you want the truest answer.

COPPOLA Okay.

TESTA Mr. Chair?

COPPOLA Mr. Testa.

TESTA Sorry.

COPPOLA No worries.

TESTA Not to disagree with you, but why not the south sign? I mean, you have a door there, so it's gonna be pretty obvious, and most of your traffic's coming east or west. No one really sees that southbound sign.

LESYNA I would argue that some people don't know where the door is on some of these buildings. And that is a comment that we get a lot, "Where is the front door at?" Believe it or not.

TESTA Okay, yeah, I'm looking at your drawings. It.. to me, it's obvious, but I can see that.

LESYNA I agree. Yep, I don't disagree.

TESTA Yeah, especially when it's dark out, it might be a little harder. All right, thank you.

COPPOLA All right, anything else? All right, seeing none. Does anyone in the audience like to speak for against this petition? No. Any correspondence?

BARINGHAUS No correspondence.

COPPOLA Okay, anything you'd like to say in closing?

LESYNA No.

COPPOLA No? Okay.

LESYNA Other than thank you for your time.

COPPOLA Thanks for coming back. So I'm going to close the public portion of the case. I'm going to start the Board's comments with Mr. Testa.

TESTA Thank you, Mr. Chair. I'm a little torn here. I was hoping to see a total sign package overall for the site. I get having the signs on the east and the west and obviously above the door. And the feather, I can go either way. I'm not going to be... I'd much rather, if there's enough votes to get it done tonight, just give them the feather instead of having come back to City Council and Planning Commission. But that's just how I feel on that. The monument sign, I'm really iffy on if there's already a four-way monument sign. I think once you're on the site, you can see the building with three signs on it. I'm really not understanding what that additional monument sign, specific for Cooper's Hawk, does for you. Because there's only four of us here today, I'm not going to be... if there's already three votes, I'm not going to be the fourth. I'm not going to oppose it, to decline it. I'll probably go along with the rest of you guys, but... so I'm interested in your comments. If you can sway me.

COPPOLA Thank you. Mr. Rotondo.

ROTONDO Yeah, thank you, Mr. Chair. I think I agree with Mr. Testa for the most part. I can understand the signage on the three sides, they're obviously going to be getting exposure to the road. I really don't have an issue with the feather. I appreciate the Petitioner willing to remove it if needed. I don't have too much of an issue with it. I think it dresses up the building. I guess my only concern is with the monument sign. I just don't know how useful that will be, or how well it will be seen from the oncoming traffic, and obviously there's already another monument sign there as well. So I have my concerns with the monument sign. But other than that, I'm okay with the rest of it.

COPPOLA All right. Vice Chair Baringhaus.

BARINGHAUS Okay. Thank you. Basically, I think the property has some interesting characteristics. You know, yes, it runs along Six Mile Road, but the actual site is below Six Mile Road. So you have a little... you don't have a really clean line of sight. You kind of have to look down on it, so I think the monument sign along Six Mile serves that purpose. I've seen this happen before. Every time we look at signage like on the west side of the building, facing outward to 275 we always struggle with it, but it is a good visual cue if you're on the freeway, and it gives you that sense of confidence that you're in the right area for it as well. And that's a

very common practice with a lot of buildings along 275 itself. The feather I've always considered a piece of artwork. We've always held to a standard. Everything's assigned. But we're kind of evolving with that and as the Inspection Department showed. The other thing that I find is that basically what you're proposing with monument signs along Laurel Park Drive, that's a very common identification for the buildings in the area, there's nothing different about it as well. So based on that, I'd be in support of the full sign package.

COPPOLA All right, thank you. Just a clarifying question to Mr. Stierna, the monument sign is not in question here, is it?

STIERNA It's completely compliant.

COPPOLA Apparently they're compliant? So that's not the four that are the ones that are on the building. I struggle with this one. I don't-- I personally don't find anything overly unique about the property, and I am concerned about over signage on properties and setting precedents where we end up with just a bunch of signs on properties. There's two signs that are allowed on this pursuant to the zoning. From my perspective, I'm kind of okay with the logo, the feather. It's a logo that you use on your sign. It's a logo. So it's a sign, but I do think it does actually dress up the building. I thought Mr. Rotondo made a good point. It makes it look nice. I think you need it. I mean every establishment, every building like that, always has a sign on the front of its building. So I mean that always, you always have a sign on the front of the building that identifies the property. That's where you always have it. The other two I'm struggling with, I find, when you look at east elevation, the east one that faces Comerica, and they're really not going to have a very good line of sight from that and as to recognition, you've got a monument sign coming into the property. So, you kind of know, Capital Grille is there, so you can make your way there. And if you came down Six Mile, you would have seen that exit. You had a monument sign. You have sign on the front of it. There's lots of ways to know where that is. So I think, from my perspective, take out the feather sign. In a sense, I'm fine with that. That gets you under, theoretically, gets you under. And then you got two signs to pick from, and which ones do you think will have the most benefit for you. So I am not right now, supportive of what's been presented, and I think what should happen here is, and I think also for the fact that when Mr. Testa said we really kind of last time in our meeting, we said, we kind of want to, we want to see a whole package for this development. We want to kind of do it all one time, make sure it's cohesive, comprehensive as well, well thought out, well done. And so I think I would support another tabling, plus you'll get a... you need to come back in July. It's two months away. I know that's probably not what you want, but you should have a larger group. And my nay vote may be negated at that point. You may have support from everybody else, but I think there's just too many, I think there's too many signs. And I don't want that development to just be a whole bunch of signs on buildings. I just don't think that that will look good. That's a kind of a gate, one of the gateways into Livonia. And I do want to make sure we do it right, so I will go ahead and open up the floor for a motion.

TESTA Mr. Chair?

COPPOLA Mr. Testa.

TESTA Could we continue discussion a little bit?

COPPOLA You had your chance. Sure.

TESTA Yeah. I agree with your direction and I would support a table motion as well. The reason I brought up the monument sign is, I think the wall signs are overkill with the monument sign. So maybe my point was, if they dropped the monument sign, would people be more open to having three, three wall signs? Or is that a wash for you? Seems your sticking point is the three wall signs.

COPPOLA Yeah, actually, I still have a problem with signs pasted all over the sides of buildings, so that would be my issue.

TESTA Thank you. Mr. Chair?

COPPOLA Mr. Testa.

TESTA Move to table Appeal Case No. 2024-10-37, so that the Petitioner can work with the other buildings on site, coming back with a total site plan for all four sites, with a comprehensive package to show to the Zoning Board.

ROTONDO Support.

COPPOLA I have a motion to table from Mr. Testa, support by Mr. Rotondo. I can take... you're doing the...?

BARINGHAUS Yes.

On a motion by Testa, supported by Rotondo, the variance was tabled.

RESOLVED: APPEAL CASE NO. 2024-10-37, Laurel Investment, LLC, on behalf of Lessee Cooper's Hawk Winery & Restaurant, 17117 North Laurel Park Drive: seeking to install a wall sign package resulting in an excessive number of signs and excessive total sign area.

Total Signs

Allowed: 2
Proposed: 4
Excess: 2

Total Sign Area

Allowed: 197.25 sq. ft.
Proposed: 220.9 sq. ft.
Excess: 23.65 sq. ft.

This Regional Commercial property is located on the west side of North Laurel Park Drive (17117), between University Park Drive and Six Mile Road, Lot. No. 028-99-0006-008, C-4, High Rise Commercial, rejected by the Inspection Department under Livonia Zoning Ordinance Section 11.08 (3) – Sign Regulations in C-2, C-3 and C-4 Districts,

be tabled to allow the Petitioner, Laurel Park Investments, LLC, to confer with the other buildings on site and come back with a comprehensive sign package for all four sites to show to the Zoning Board of Appeals.

ROLL CALL VOTE

AYES: Testa, Rotondo, Baringhaus, Coppola

NAYS: None

ABSENT: Boloven, Klisz, Meagher

PASS/FAIL/TABLED: PASS: TABLED

BARINGHAUS Okay, here we go. Mr. Rotondo.

ROTONDO Aye.

BARINGHAUS Mr. Testa.

TESTA Aye.

BARINGHAUS Vice Chairman Baringhaus votes aye. Chairman Coppola

COPPOLA Aye.

BARINGHAUS Okay. Tabling is approved.

COPPOLA Okay. I'm gonna mispronounce your name, I apologize. I wrote it down because I was going to try to do it. But Lessener?

LESYNA Lesyna.

COPPOLA Lesyna.

LESYNA I appreciate that.

COPPOLA I think, and I do apologize that we ended up not having a full group here today, and I think maybe we would have, we might have had a different outcome. But I think Take what you heard, take it back. I think maybe you may want to listen to the next one too get a feel on that. And then hopefully in July, we'll have a full group. And again, I said, there may have been a different outcome if there was one or two more people.

LESYNA Okay.

COPPOLA But right now, looking from my perspective, I think we'd like to see the whole thing at one time.

KNOWLES Mr. Chairman, that's really on me, quite honestly, as the owner and sort of the coordinator of the entire effort, we will get that plan together for you and give it.

COPPOLA Appreciate that.

LESYNA Thank you for your time.

COPPOLA Thank you. I apologize. All right, you call the next case.

BARINGHAUS Sure.

APPEAL CASE NO. 2025-02-02, 17117 Laurel Park Drive: an appeal was made to the Zoning Board of Appeals by Laurel Investment, LLC, on behalf of Capital Grille, seeking to erect a wall sign package resulting in an excessive number of signs and excessive sign area.

Number of Signs

Allowed: 2
Proposed: 5
Excess: 3

Total Area of Signs

Allowed: 191.75 square feet
Proposed: 319.16 square feet
Excess: 127.41 square feet

This Regional Commercial property is located on the west side of Laurel Park Drive (17117), between University Park Drive and Six Mile Road, Lot. No. 028-99-0006-008, C-4, High Rise Commercial, rejected by the Inspection Department under Livonia Code of Ordinance, Section 11.08 (3) Zoning District Regulations.

TESTA Mr. Chair.

COPPOLA Thank you. Mr. Stierna, anything you'd like to add?

STIERNA I have nothing to add at this time. Thank you, sir.

COPPOLA I think you don't like us.

TESTA Mr. Chair, I think we need to remove it from the table.

BARINGHAUS This one's not tabled. The first one was.

TESTA I thought we tabled this one too. I'm sorry.

COPPOLA No worries. At least it doesn't say it was tabled.

TESTA Yep. I'm sorry.

MIKEL It was not tabled.

TESTA Sorry.

COPPOLA Mr. Stierna, help me. There's these two little, small plaques that are on, I guess, those sculptures?

STIERNA Yes.

COPPOLA So those qualify as signs?

STIERNA Is exempt. They're exempt or signs, we consider them.

COPPOLA So is it? I mean, it's, you're talking one foot each. So does that? Is that part of the count?

STIERNA No, we... those are exempt signs. Let me find that.

COPPOLA Okay. Appreciate that clarification.

STIERNA We have them on several doorways around the community.

COPPOLA Okay, so the five then are remaining.

STIERNA Number five: nameplates on entry doors to the premise or adjacent to the doorway.

COPPOLA So A, B... E, F, G, okay. Got it. Any other questions for Mr. Stierna? Okay. seeing none, if the Petitioner could step up to our fancy podium, and if I can get a name and address?

MIKEL Hello there. My name is David Mikel, and I'm from 6001 Nimtz Parkway in South Bend, Indiana.

COPPOLA Mr. Mikel, I will not mess up your last name. Mr. Knowles, just for the record.

KNOWLES Jack Knowles, 29200 Northwestern Highway, Suite 450, Southfield, 48034, Laurel Investment.

COPPOLA Thank you very much, Mr. Knowles. So Mr. Mikel, why don't you take us through? I'd like you to go through each of the signs that you have that you're proposing here. Tell me from your perspective, the purpose and the value of those signs.

MIKEL Sure. So do you have the artwork that was submitted?

COPPOLA Yes.

MIKEL I'm just going to run right through that. So I'm going to go to the second page there, after the cover page. It's titled Site Plan page two. You'll see sign A and sign B, those are both on the south elevation, which is the front elevation. Sign A is a 64-square-foot set of channel letters, and sign B is a 12-inch-tall set of channel letters. The sign B will be placed on the end of the canopy going over. There's a driveway right in front of the door there, and there's a canopy over the front door. The canopy does not go over the driveway, but the sign is at the very end of the canopy there. And then moving past C and D--

COPPOLA Tell me kind of from your perspective, the purpose of each of those signs.

MIKEL So from my perspective, I'm representing Darden Restaurants and the Capital Grille, and they have their prototypical sign package, and they wanted me to move forward with it. But as a branding consulting firm, I work for site enhancement services. So we were hired to do this. In my opinion, I don't think sign B is necessary. We can totally agree with not needing that sign. And without just kind of giving away everything I have here.

COPPOLA We kind of covered A and B. I know A, you always have a sign in front of the building, right? So that's an easy one.

MIKEL Yes.

COPPOLA Okay. Keep going, work your way around.

MIKEL So C and D are exempt. I'm going to sign E now, which is on the west elevation. And this kind of goes into my argument here that I have on this page. You can see in the red text there, if we're allowed to calculate our square footage based off of the two street frontages, the one that's on Six Mile Road, and then the ramp going to 275 there, we would actually be under by 26.11 square feet. However, we're only allowed to use our front elevation for the square footage calculation, and that's our shorter elevation, but that western elevation has great visibility to the highway and to eastbound traffic on Six Mile Road. With these sign packages, we try to tell a story where you know you have the free-standing signage, and that gives you an idea of where the building will probably be located, and then you're looking for the building. You're trying to identify the building while safely maintaining control of your vehicle. That westbound or that western-facing sign there has great visibility. It's at the top of the building. It's that building is at a lower grade than the nearby roadways there. So having a sign up there really lets customers know here's the building, and you can now focus on maintaining control of your vehicle and then navigating safely to the site. So we find that sign E is paramount. It helps our customers get to where they need to go safely and make a decision on where they do not want to go as well. If they see the Capital Grille, they'd rather go to Cooper's Hawk. Okay, perfect. That's not what building? I'll go over here. So it's a smooth transfer of information. And we find that sign very important. I'm going to skip over sign G, the back sign, and sign F, we find to be also very important for this building, as if you go to page five really quick, there will be [an] exhibit showing the traffic patterns. And no matter where you're coming from, north, west, east, south, you are going to have to get onto that North Laurel Drive turn left onto the property and then go all the way into the back of the property and find Capital Grille. So it's kind of a hike as far as accessing the building. And building identification is... it's everything when it comes to signage and safety, efficiency, not having people having to do U-turns, any of that, because I know this can be a highly congested area. So....

BARINGHAUS Could I ask a question?

MIKEL Yeah.

BARINGHAUS Okay, sign up. That sign is facing east. Correct?

MIKEL Correct.

BARINGHAUS Okay, and that sign is important for navigating traffic off Laurel Park.

MIKEL So [inaudible] onto the site, you have a general idea of where the building is, right? It's over by the ramp, but that's the sign that you're gonna see. It's facing the driveway that takes you right to the building. It kind of makes everything easier there for just finding the [inaudible].

BARINGHAUS Okay, thank you.

MIKEL Yep, and sign G kind of put that into the same group as sign B there. Don't think we need the visibility there to the hotel behind us. I don't think that's... if we're going to be ranking importance of the signs here. I think G and B are both two signs that we could drop easily, and it wouldn't affect us at all, just my opinion. And then, yeah, I just want to hammer home, if you look at page five and six, they're back-to-back. They kind of give you an idea of what the visual codes would be, where you would be able to view these signs from in this nearby area. And if you, I mean, if you look at page five, obviously the right side of the building is covered. Great. As you turn to page six, if you just look at, I mean, there's four beams coming off the west elevation there, you got good coverage to the highway. And then everyone coming eastbound on Six Mile. The canopy sign, it's 12-inch letters. I don't think anyone's really going to notice it anyway, above sign A, but that west-facing sign tells everybody where the building is, and then you can safely, I mean, you essentially have to make, I mean, at least three maneuvers in your vehicle to get to the car, and that's the most straightforward way to get there. So we just find it's important to have coverage, obviously, over the front door. It is a concern, people finding the front door. Believe it or not, I know it's once you get in the parking they get out of your car, talking to your in-laws, and yeah, where the heck am I? You know, so I totally get that. And then the visibility east and west, just trying to get the people safely to the building with that great visibility. And we just want to work with you. We're not trying to get any excess signs or square footage. We just think that this is the sign package that makes the most sense for where we're situated, the orientation of the building and comparatively just we think Capital Grille is a draw as well. It's going to be good for the area, bringing people in, keeping them longer in that area, spending their money here in Livonia, which is a beautiful city and a beautiful state, which I'm from the west side. So love supporting business in Michigan. That's all I got.

COPPOLA Have you driven the intersection there and also driven up and down 275?

MIKEL Yes. I did that today, actually.

COPPOLA And to the site?

MIKEL Yes.

COPPOLA And what did you see?

MIKEL No building.

COPPOLA Did you see a big berm?

MIKEL No.

COPPOLA And did you see the entranceways on to an entrance and exits and the intersection in the bridge?

MIKEL [Inaudible]

COPPOLA So when you're looking that west side, you'll see that that's running to the entryway, that's an entrance to 275 and that starts to elevate, and it elevates relatively quickly. If you drive on 275 and you're going northbound, you might be able, might be lucky, to see the front building. I highly doubt you'll be able to see the west-facing sign. I don't think you'll be able to see the west-facing sign heading southbound on 275. My opinion. But I'm very familiar with the area that you'd be able to see that sign. My point is, I think that sign, as important as you believe it is, I don't know if it's going to actually have much visibility to the people that you actually want to see it. You could see it on the entryway to 275. By then you're gone. Now you may remember, hey, that's where Capitol Grille is, but you also would have driven by it, seen on the front of the building.

MIKEL Can I just... I agree that that, yes, you're making good points there, but you're not going to see. If you're driving eastbound on Six Mile, you're not going to see signage. It's not going to be easy to view. Signage should be easily identifiable and obvious without being distracting. And the sign on that side of the building, I drove past it multiple times today. I did not see the berm, but I do have a rendering here.

KNOWLES You'll see it as you're coming, as you're going east.

MIKEL The bridge goes above 275.

COPPOLA Yeah, it does.

MIKEL So the bridge will never block you. But if you look at page 11 here, we've actually rendered in the building into the Street View from where the arrow is here, and that's as accurate as we can be without a building being there. And I drove past this day multiple times. I know that I'm... I mean, you're planting seeds of doubt in my head now, but I was positive that that sign is gonna have great visibility. I was driving around that area for two hours today, just thinking this presentation. So, yeah, I definitely think that sign is going to have great visibility,

and it's going to help people identify the building, especially if you drive past the building, you're not going to be looking straight left to look at the front of the building. That's not safe. You need to have signs where people expect to see them. And I do believe that that west facing sign will have visibility for the eastbound traffic, which... that will be the only sign they'll see, as far as the building is concerned, unless they get lucky seeing a monument sign if they happen to turn left on to North Laurel Park way off of Six Mile.

BARINGHAUS So again, you're stating signs E and F are your critical signs for the project?

MIKEL Correct.

BARINGHAUS Okay.

COPPOLA Questions for the Petitioner?

BARINGHAUS Yes, I have a question. Can you describe the color of the building?

MIKEL The color of the building will be white.

BARINGHAUS White.

MIKEL With black accents.

BARINGHAUS So great visibility from the road as well.

MIKEL Yes, absolutely. There's completion photos on pages three and four as well of the... I believe this is a different site location, but same floor plan.

BARINGHAUS The other thing I noticed on the site plan is the building is angled.

MIKEL Correct. Yeah, it kind of fits nicely into that where the ramp is, the west elevation is directly facing, I guess, that 45-degree angle of the ramp there. So yeah, and then again, the right elevation, or the east elevation sign that is angled directly towards where people are going to come in. So they're driving straight at that sign, and you're driving straight at the sign when you're on Six Mile heading eastbound. So we're just trying to get information to the motorist efficiently and safely, so that they can make educated decisions on where they want to drive their vehicle.

BARINGHAUS Question for the Inspection Department. If signs B and C were deleted from the package, as you proposed, where would that place the package in terms of compliance?

STIERNA Other than they still have an excessive number of signs.

BARINGHAUS Right.

TESTA By one, correct?

STIERNA Yes.

COPPOLA The overage is 127 square feet. So even if you took out B and one of the seventy-seven....

BARINGHAUS B and C is what I'm curious about. Just ballpark numbers.

COPPOLA [Inaudible] or about.

STIERNA Just under 90 square feet they would be removing.

BARINGHAUS Okay, so it drops it by about a third, give or take.

COPPOLA So other questions for the Petitioner?

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Yeah, maybe this is a question more directed at Mr. Knowles. Back to my point earlier about a kind of total site plan. Are you planning any way signage?

KNOWLES No.

TESTA Okay. Would that maybe be helpful? Because a lot of his explanation was more for motorists, once they're on site, navigating to the buildings with four large buildings on this property, wouldn't some wayfinding signs help?

KNOWLES You know, it's a good question. My thoughts are, we've got four fairly large buildings on the site, and if we have good signage on the buildings, it negates the need for wayfinding signage. That's sort of my... I think both applicants, have said that that as you come in off of, if you're coming in the south entrance, which is where the bulk of the traffic for the restaurants in particular will come. But really, for all four buildings that come on in that south entrance, that's where the monument sign is. That's where most of the traffic's coming from. I think as you turn in there and you see the signs on the east elevations, it's going to be... that's going to grab your attention, as opposed to something that's going to be probably closer to the ground, lower, with an arrow. I don't know it's....

TESTA Yeah, I'm not buying—

KNOWLES Hotels are fairly obvious, so it's really the restaurants.

TESTA Yeah, I'm not suggesting getting rid of all the signs.

KNOWLES Yeah.

TESTA I think what you're hearing tonight is there's too many signs on the wall. So maybe if you reduce the number of signs and add wayfinding that accomplishes what you're looking for.

KNOWLES Perhaps.

TESTA Okay, so is it your... is your proposal tonight to eliminate the two signs that you talked about, or is it just your...?

MIKEL After... Yeah, after witnessing everything, and I think we want to work with you. We think Livonia is a beautiful city, and we think this development is a great opportunity for us. We want to work with you. So, yeah, I think, we're hired to handle this. So in my opinion, I totally understand the Capital Grille wanting their full sign package, right? And they want to go gung-ho for it. But as far as value is concerned, those having the 12-inch letter set right next to the main sign on the front does seem a little like a little overkill. And then the sign on the back facing the hotel, it's really, I don't even know if customers will see that sign, unless there's no parking immediately. And to get in the parking you have to drive around the building. That's really probably the only time you'll see that. So, yeah, I think if that would be all right, with you guys, I'd like to remove those just because. Yeah, and the wayfinding, I think, is a good idea. Those wayfinding signs, for sure, but I do believe sign E, the west sign, is going to be the best wayfinding sign.

TESTA Okay, one more question, maybe for Inspections, if they put on the glass the front door, it's the glass window, Capital Grille, would that count as a sign? If it's on their glass window?

STIERNA They're allowed 20% of glass coverage is a separate sign.

TESTA Okay, so that wouldn't count towards this, if they...?

STIERNA Not towards the wall signs.

TESTA Okay. Thank you.

COPPOLA Anything else? All right. I'm going to see if there is anyone in the audience who would like to speak for or against this petition. Seeing none. Any correspondence?

BARINGHAUS There's no correspondence.

COPPOLA Anything you'd like to say in closing,

MIKEL Just thank you for your time. Appreciate it.

COPPOLA I appreciate that. I'm gonna close the public portion of case and start the Board's comments with Mr. Rotondo.

ROTONDO Yes, thank you, Mr. Chair. I appreciate that the Petitioner. I appreciate you being able to work with us and taking away signs B and G, because I don't see a reason to allow those so I do agree with that. As for sign E, I know that there was some questions brought up about that, and I do agree with Chairman Coppola's assessment that it wouldn't be seen from 275 but I do see that. I do think that it will have visibility on Six Mile when you're coming over the bridge going eastbound, so I can see your point in that regard. Obviously, as you saw with the last case, we did table it, we want to see all the signs for this site and the package, so I guess I'd be in favor of a tabling for this as well. Thank you.

COPPOLA All right. Thank you. Vice Chair Baringhaus.

BARINGHAUS Thank you. I agree with Mr. Rotondo's comments. By dropping sign B and sign G, like you indicated, they don't add a lot of value to the project. I think you have one thing that I thought was very clever was the angle of the building, which now you leveraged, sign F, and gave yourself some really important visibility on Six Mile Road as well. The other thing I do agree, they are large buildings. So the question of, by not having wayfinding signs on the property, I think you're taking out a lot. You're streamlining the design of the sign package and relying on the buildings, which is refreshing. And I like that. So based on your recommendations for the dropping of sign B and sign G, I would be in support of this package. But Mr. Rotondo's point, seeing how the Board wants to see the full sign package. I would agree with the tabling motion.

COPPOLA All right, thank you. Mr. Testa.

TESTA Thank you, Mr. Chair. Apologize for thinking this was a tabled case. One of the files is called "site plans revised," so that confused me there for a second. But specific to this case, I think the way the building is situated gives you a little bit of advantage with signs E and F giving you kind of more viewership, more viewing, especially from coming from Six Mile. So you probably are in a stronger position with having just two signs there. I can see sign A also helping you. I do appreciate coming prepared, or at least on the fly, dropping a couple of the signs to get this more towards compliance. My point on the wayfinding is, I don't want to over wayfind either. But Capital Grille, especially because you're deeper into the lot, could help you, especially when someone comes in off of Laurel Park, when they see the four sign monument signs, maybe just a directional, "Capital Grille This Way," so the public knows they go south

instead of going north, over towards Holiday Inn. So I think a directional sign like that could be helpful once you get on and hit that first monument sign to make sure you turn left instead of turning right or going straight. But to be consistent, and obviously my comments on the first case, I would like to see an overall package for the site. So I would be in support of a table motion.

COPPOLA All right. Thank you. Similar to what I said on the other case, what I don't want to see is just a building with a bunch of signs slapped on the side of it. And I would think that someone like Capital Grille, they want to look kind of elegant and upscale, and a bunch of signs on the side of a building.... I mean, I guess to each their own. But you know, in the world of map apps, finding where you need to go is not that complex, and having some signage so that once you get there, you know you're going to the right building, I think makes a lot of sense, but the number even, and I do appreciate the accommodations you've done here and suggesting removing some of the signs. I appreciate that, but I still think there's too many signs, and I think that if it was looked at hard, you could pick two signs, and I think you'd be well served, but that's just me, and there's only four of us here, so I think the tabling would make sense. Plus we'd like to see a complete package for the development. And I do appreciate developing this property. This has been a vacant piece of property for a while. What was there? I forget what was there? Something got torn down. I forget exactly.

KNOWLES The old Holiday Inn.

BARINGHAUS Yeah.

KNOWLES Yeah.

COPPOLA Was it? Was it always, I thought there was something else on the front there at some point, but....

BARINGHAUS I don't think it was ever developed.

COPPOLA I don't remember, but it's been a while. But, I mean, it looks, it's gonna look really nice, and I really do appreciate that. But I do want, again, this is one of the gateways to Livonia. I do really want it to look right, so I'd like to see the whole package, and then I'd like to see it done in a manner that's effective, but not overdone. So I'll go ahead and open up the floor for a motion.

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Thank you. Motion to table Appeal Case No. 2025-02-02, to allow the Petitioner time to revise their sign package and assemble sign packages for the three projects that they're proposing for that site.

TESTA Support.

COPPOLA And I have a motion to table by Vice Chair Baringhaus, support by Mr. Testa. You can go ahead and take roll.

On a motion by Baringhaus, supported by Testa, the variance was tabled.

RESOLVED: APPEAL CASE NO. 2025-02-02, Laurel Investment, LLC on behalf of Capital Grille, 17117 Laurel Park Drive: Seeking to erect a wall sign package resulting in an excessive number of signs and excessive sign area.

Number of Signs

Allowed: 2

Proposed: 5

Excess: 3

Total Area of Signs

Allowed: 191.75 square feet

Proposed: 319.16 square feet

Excess: 127.41 square feet

This Regional Commercial property is located on the west side of Laurel Park Drive (17117), between University Park Drive and Six Mile Road, Lot. No. 028-99-0006-008, C-4, High Rise Commercial, rejected by the Inspection Department under Livonia Code of Ordinance, Section 11.08 (3) Zoning District Regulations,

be tabled to allow the Petitioner, Laurel Park Investments, LLC, time to revise their sign package and assemble sign packages for the three projects they are proposing for that site.

ROLL CALL VOTE

AYES: Baringhaus, Testa, Rotondo, Coppola

NAYS: None

ABSENT: Boloven, Klisz, Meagher

PASS/FAIL/TABLED: PASS: TABLED

BARINGHAUS Thank you. Mr. Rotondo.

ROTONDO Aye.

BARINGHAUS Mr. Testa.

TESTA Aye.

BARINGHAUS Vice Chairman Baringhaus votes aye. Chairman Coppola.

COPPOLA Aye.

BARINGHAUS Tabling motion passed.

COPPOLA So the next meeting available is the July 8 meeting. I'm not sure exactly where you'll be at the podium, but something more you know, kind of like,

KNOWLES Do you know the deadline for...? Its submission deadline?

COPPOLA Yeah, it's June 9th and it's July 8th meeting, so June 9th. Then the next meeting, if it was July, it's August 12th, and that submission date is July 14th.

KNOWLES Thank you.

COPPOLA Thank you.

APPEAL CASE NO. 2025-04-10, 36589 Six Mile: an appeal was made to the Zoning Board of Appeals by Paige and Joshua Retting, seeking to erect a 6-foot-tall privacy fence resulting in the privacy fence encroaching into the side yards forward toward the front of the property beyond the rear of the dwelling, which is prohibited.

Side Yard Encroachment on the West Side

Allowed: 0 feet
Proposed: 6.5 feet
Excess: 6.5 feet

Side Yard Encroachment on the East Side

Allowed: 0 feet
Proposed: 29 feet
Excess: 29 feet

This Low Density Residential property is located on the south side of Six Mile (36589), between Levan Road and Fitzgerald Avenue, Lot. No. 066-02-0038-000, N-2, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 B.

COPPOLA Mr. Stierna, anything you'd like to add?

STIERNA The Inspection Department has nothing to add, Mr. Chair.

COPPOLA Any questions for Mr. Stierna?

BARINGHAUS Yes, Mr. Chairman.

COPPOLA Please.

BARINGHAUS Can metal poles be used in conjunction with a wooden privacy fence? Or do the materials have to be uniform?

STIERNA We have allowed them....

BARINGHAUS Okay.

STIERNA ...For structural purposes. So generally, if there's a uniform... we do allow for mixed fences as well, allowing for a privacy fence, for instance, to be reduced to a shorter mixed materials use to encroach into the side yard and such. So we have not objected to those from the Inspection Department.

BARINGHAUS Great. Thank you.

COPPOLA If I could expand on that just a little bit, Mr. Stierna. Supporting pole for a fence has to be to the height of the fence.

STIERNA It can go six foot six.

COPPOLA So it can go a little bit higher.

STIERNA Go a little bit higher than the fence itself, yes.

COPPOLA Let's say, in the case of someone's replacing a chain-link fence that's only four-foot high, and they leave the poles in to support a six-foot-high fence. Is that permitted?

STIERNA I would say that would be a consideration for the Field Inspector to determine whether that was going to be structurally sound.

COPPOLA So that's a maybe.

STIERNA Yes. There are definitely ways to support a fence off of that, yes.

COPPOLA Okay. If the Petitioner could step up, please. Excuse me. All right. If you could just for the record, even though you are the Petitioner, if you could just give me your name and address for the record.

PAIGE RETTING Okay. Hello, I'm Paige Retting, R-E-T-T-I-N-G. Address is 36589, Livonia, Michigan, 48152.

JOSHUA RETTING Okay. Joshua Retting, 36589 6 Mile Road.

COPPOLA All right. Mr. and Mrs. Retting, who would like to take the lead and tell me about the project, and what you believe is the hardship that would allow a variance.

JOSHUA RETTING Okay, I will take the lead.

COPPOLA And if you could just speak up, just to make sure we capture your voice. Seems like one that would be hard to capture.

JOSHUA RETTING Okay, so the current fence proposal is for... there's already an existing fence at that location. So the proposal would be to replace the current chain-link fence with a six-foot wood privacy fence. The east side of the house extends to almost near the front of the house, that encapsules a garden hose and outlet and the gas meter. So all that area, as well as some additional space for gardening and other things, we thought that would be important to keep as part of the rear, I guess, of the yard. And on the west side, that fence location is in line with the neighbor to the west side. So that would be, I think, in compliance with the inspection. So currently, the fence is a chain-link one. It's starting to have some surface rust on the top poles and chain links. So we are looking to replace it. We decided to do a six-foot wood privacy fence, because living on Six Mile Road, there's a lot of foot traffic as well as vehicle traffic, and just like the last two cases, there's might be even more traffic with the proposed restaurants going in. So we thought that would help dampen some of the noise coming into the rear of the yard while we're outside enjoying it. We would also... so that was one of the decisions, or one of the key factors for that. We also have a large dog that can actually put her paws on the top of the four-foot fence. So we thought that was also a concern, to raise it up two feet. We went ahead and got all the neighbors' approvals, and I guess to some of the conversation that was

just discussed, the proposal is to utilize the existing metal poles with the wood privacy fence, because at the adjoining corners the northwest side, the west south side and the southeast side, there are current chain-link fences already being adjoined to those corners. So we have multiple dogs surrounding us, and the concern would be, if we were to move those corners or adjust them, then the dogs would have, there would be a potential for dogs to get out or wildlife to get in. So I think that overall is the scope of the project.

COPPOLA So right now you're proposing to basically replace a four-foot chain-link fence with the six-foot privacy fence, and it's the same existing footprint that you have right now, correct?

JOSHUA RETTING Correct.

COPPOLA Okay, on the east-facing side of the house. How many, what windows do you have on that first floor?

JOSHUA RETTING East side? None on that first floor.

COPPOLA None on that first floor, none facing to the east?

JOSHUA RETTING We have a chimney and it's all brick on that side. We have a second-floor window.

COPPOLA Okay. Questions for the Petitioner?

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Yeah, just to confirm you're planning on using the existing four-foot metal poles to support the six-foot wooden privacy fence?

JOSHUA RETTING Correct. So I would purchase extensions, so the diameter of the poles would be the same, two feet up, but there would be an additional six inches of pipe that would encapsulate the metal poles to ensure that it was structurally sound. I have photos, if you would like to see those.

BARINGHAUS Sure. And then question for the Inspection Department, does using two extensions or two additional feet of piping, does that sound architect--?

STIERNA Sounds like they're sleeving them.

BARINGHAUS Okay.

STIERNA Get some additional rigidity all the way up.

BARINGHAUS I don't know if we allow this here.

[Laughter]

BARINGHAUS Thank you.

STIERNA I would like to add some other options I've seen in the past.

COPPOLA She had noted that you had some concern in regards to rust on the existing chain-link. So would you be concerned structurally, to be using existing poles? The rust, it may not hold up?

JOSHUA RETTING No. So the current poles, the poles that are in the ground are actually... they look fine. So in these photos, it's mostly at the top of the fence and the chain-link itself.

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Yeah, what's your rationale for bringing the fence so far front, so far to the front of your home?

JOSHUA RETTING So that's... when we purchased the home, a few years ago, that's where the current location of the fence is. And I guess we've enjoyed that portion of the property for gardening. The dog likes to go to the bathroom on that side, so we don't have to look out into the property and see it as much. And then it also on the east side of the house has [an] outlet, the gas meter, as well as a garden hose that we'd like to, I guess, keep inside the fence.

BARINGHAUS Did you research the current fencing ordinances for Livonia prior to drawing up this plan?

JOSHUA RETTING Yes, yeah, I spoke with the Inspection Department, and I was told that it would have to attach to the rear of the fence so... or the rear of the house, so. That's why we put the proposal in for the variance.

BARINGHAUS And then, just to go over your hardships, you mentioned your dog reaching the top of the fence.

JOSHUA RETTING Mmmhmm.

BARINGHAUS Okay, any other hardships that require this type of fencing plan?

JOSHUA RETTING Just the foot traffic. So there's having the strip mall being very close with grocery stores and restaurants. There's a lot of foot traffic that goes through around Six Mile. So just overall safety concerns for any future kids or any property that we have back there.

BARINGHAUS And how long have you been in the home?

JOSHUA RETTING Two and a half years?

BARINGHAUS Two and a half.

PAIGE RETTING Two and a half going on three.

BARINGHAUS Okay. That wasn't a consideration when you purchased it?

JOSHUA RETTING It was. We thought it wouldn't... I guess maybe we didn't consider it as much. We didn't think that there would be as much traffic. But that was....

BARINGHAUS Yeah. Okay, thank you.

COPPOLA Any other questions for the Petitioner? All right, seeing there's none, is there anyone in the audience would like to speak for or against?

DOLORES MAUTI Yes.

COPPOLA You could just step up from the dais and just take a seat back there for a second. So.

DOLORES MAUTI Hi. My name is Dolores Mauti. 36613 6 Mile Road, Livonia, 48152. I reside on the west side, right next door to Josh and Paige. My husband and I do. We've been there 32 years. Those metal poles have been there for a long, long time. Our concern is the metal poles, because they're not.... I mean, you could go like this, and our concern is, if they put an extension on there, and then you attach that wooden fence to it, how secure will that be, and will it eventually tilt? And then who's going to be responsible for the fees and the maintenance on that?

COPPOLA Name and address? Just real quick. I apologize.

JOHN MAUTI My name is John Mauti. I'm in my address, 36613 6 Mile Road. I live in the west side. Josh.

DOLORES MAUTI Right next door.

COPPOLA The fence they're asking for... So they suggested they had neighbor approval. Did you sign off...?

DOLORES MAUTI We did approve. Yes, we did approve it. And then we had questions afterwards. The more we thought about it, there is a tree that we have to cut at the very end of the fence. Not a problem with that, but our main concern is those metal poles that have been there for years. Like I said, we've been there 32 years. Those poles have been there. And then, I don't know how long before that, the poles were there, if they put an extension on the top, our concern was, how secure is that going to be?

JOHN MAUTI Some of the poles that I checked, not all of them in our side. Some are good and some are weak because the cement has been underneath there for many years. Eventually it will get loose by putting weight on it with the weather in the wintertime. Eventually, that's eventually going to tilt left or right, depends which way the wind goes, the weather goes. So our point is, the person that pulls the permit, Josh wants the fence there. Is he going to be responsible for--

DOLORES MAUTI For any of the maintenance fees or anything on that, because truly, we really didn't want the fence, but we were being neighborly, and we signed the authorization. But then afterwards, the more we thought about it, we had some concerns.

COPPOLA Okay, so....

DOLORES MAUTI And that's why we're here. We just wanted to listen to see how they were going to do the fence and then address our concerns as well.

COPPOLA Now the actual location of fence they're suggesting, your fence on that west side where it faces Six Mile, it deflects each other right now?

DOLORES MAUTI Yes, and we have a gate also that we're concerned about, because we have the chain-link. And then we have a gate that you go in and out of our yard, and if they take that, how are they going to secure without loosening up that chain-link?

COPPOLA How strong is that pole? If he kept that pole.

JOHN MAUTI That's been stretched out by a company, and it's nice and stretched right through the pole, right to the front of it. Once he takes go to put a cap on there, he's kind of loosening it up. And once they're loosened up—

DOLORES MAUTI It'll loosen the chain-link.

JOHN MAUTI Eventually, eventually, the chain-link is going to stretch. It's going to get loose. That was one of our other questions.

COPPOLA That sounds like that would be an issue either way, because you're saying your gate is attached to that corner, that pole that's between the two properties right now. Is that what you're saying?

DOLORES MAUTI We do have a gate in there.

JOHN MAUTI Yeah.

COPPOLA It's attached to that pole that's between the two properties?

JOHN MAUTI Well....

DOLORES MAUTI No, the chain-link is attached to the pole on the end, our gate is on the other end.

COPPOLA Okay.

DOLORES MAUTI But it's still in the front. So our gate is here, and then the pole is on this side.

BARINGHAUS Mr. Chairman. Is your gate by the chimney? You're the house at the lighter color brick?

DOLORES MAUTI Yes.

JOHN MAUTI Yes.

BARINGHAUS Gotcha. Okay.

COPPOLA So the gate's closer to the house?

DOLORES MAUTI Yes.

JOHN MAUTI Yes, correct. It goes to the house. Yes.

DOLORES MAUTI But if it loosened up that chain-link work--

COPPOLA So you're just concerned how the integrity of the chain-link...?

JOHN MAUTI Correct. Once you lose the top of the whole, the chain-link is gonna--

DOLORES MAUTI It might not be as [inaudible].

COPPOLA You might have to put a bracket in there.

JOHN MAUTI Put in a bracket and stretch it out.

COPPOLA Stretch it. Yeah.

JOHN MAUTI Correct.

COPPOLA Okay. Anything else?

[Inaudible crosstalk]

DOLORES MAUTI Yeah, just the maintenance. I mean, we're not young anymore, and the maintenance on that fence, I mean, there's going to be maintenance down the road. Are we responsible for the maintenance on our side, or who's responsible for the fees? Or if, the fence starts to go like this sideways, or if some of the wood falls off. I mean, is that us or who's responsible for the fees if there's any damage?

STIERNA Mr. Chair?

COPPOLA I appreciate your help.

[Laughter]

STIERNA We have record of a permit holder in our system. The permit holder becomes responsible for the fence.

DOLORES MAUTI Okay.

COPPOLA Okay, that helpful?

DOLORES MAUTI Yes. That was one of my questions.

JOHN MAUTI That's all we need.

COPPOLA Anything else?

DOLORES MAUTI That's it. Thank you very much.

COPPOLA Oh, you have a question, don't you?

ROTONDO Yeah, so my question for you guys, so it sounds like your biggest concern is the support poles.

DOLORES MAUTI Yes.

JOHN MAUTI Correct.

ROTONDO This fence, if they were to put different supports in there, change the support poles, would you guys be in favor of the fence? Or no?

DOLORES MAUTI Absolutely. And like I said, we did sign the approval. It's just that the four-foot poles that have been there for years and years, they're not. I mean, you could--

JOHN MAUTI Some are still strong, but some are weak, okay?

ROTONDO I just wanted to understand exactly.

DOLORES MAUTI Sure, absolutely.

ROTONDO Okay.

TESTA Mr. Chairman.

COPPOLA Mr. Testa.

TESTA Are you done?

COPPOLA Are you done?

ROTONDO No, I had another question for Mr. Stierna. So when I look at this picture here, it looks like they're putting the panels on the outside of the pool. Do we know... is the pool on the property line currently? So then the panel would be over the property line?

DOLORES MAUTI Yes, I think we're having--

STIERNA I have no idea. That's part of the neighbor's agreement.

JOHN MAUTI [Inaudible] property line.

DOLORES MAUTI That was one of our other concerns, too. We're going to lose a couple inches of property line.

JOHN MAUTI At least two, three inches of property line. Yes.

STIERNA Without solid surveys, we don't know. Fences vary all over the city.

JOHN MAUTI Correct.

STIERNA That's why we have the neighbors' agreement. You're going to agree to some give and take.

DOLORES MAUTI Yeah.

ROTONDO Thank you.

COPPOLA Is that an issue for you two? A couple, few inches.

JOHN MAUTI It isn't an issue now.

DOLORES MAUTI Not so much.

JOHN MAUTI It isn't an issue now, but I still want to sell my house three years from now.

COPPOLA No one does surveys anymore. They don't, seriously. None of these companies do surveys

DOLORES MAUTI No, it's just the extension on the existing pool [that] is already there, is a big concern.

COPPOLA Okay, gotcha.

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Just to follow up on Mr. Rotondo's question, are you suggesting to replace all the poles or just the ones that are loose? Would be your ideal situation.

JOHN MAUTI Well then, probably the ones that are loose. You don't want to replace them all. I mean, if they, somebody checks them, whatever it is, inspected, whatever it is, and which one[s] are loose.

TESTA Okay.

JOHN MAUTI Get them replaced.

TESTA Thank you.

DOLORES MAUTI We're just concerned that it eventually. We have had some strong winds lately, and I don't know, you know what could happen, and we don't want the fence to start leaning.

JOHN MAUTI Because the link fence, I understand they want privacy. Understand they have a dog.

DOLORES MAUTI Yeah.

JOHN MAUTI Great dog they have, actually. But, the point is, when it gets wet, eventually, that's, you know, with the wind and everything.

TESTA Question for the Inspection Department.

COPPOLA Yes, Mr. Testa.

TESTA Is there a difference in code for the height of the fence, for the depth of the post, or the weight of the fence, for the depth of the post?

STIERNA Fences under seven feet don't require building permits. We require zoning permits because it's a zoning issue.

TESTA Okay.

STIERNA Typically, we look for one third, one quarter of the height of the pole to be sunken into the ground.

TESTA Okay, so if that rule was followed 30 years ago, these are probably sunken, maybe two feet?

STIERNA Maybe. And it also [is] probably in concrete with the old chain-link-fences.

TESTA And then today you would want it deeper than... oh, for six feet. You'd probably go deeper with the six-foot fence than today, right? Okay, thank you.

COPPOLA Thank you very much.

DOLORES MAUTI Thank you for your time. I appreciate it.

JOHN MAUTI Thank you.

COPPOLA Thank you. Appreciate your input. Anybody else? You can step forward, please. I'll need a name and address.

LEANN RETTING Yeah. Hi, I'm Leann Retting, and I live at 15107 Paderewski in Livonia, Michigan, and I'm just here to agree with the homeowners on really needing some privacy in that backyard. When they bought the home three years ago, one, they have put a, just a

beautiful twist on the home since they bought it. They have upped the property value. It was quite challenging when they first bought it, what it looked like compared to what they've done. New roof, painted the siding. Done just a beautiful job with it. Josh is an engineer by trade, so structural is very important to him. So he has, again, a big dog that would be going on this fence. So he's not going to put anything up that isn't going to be safe and structural. If he sees a pole is loose or is not sturdy, he will be cementing or re-cementing. There's 32 poles right now in that. That is one of the reasons, almost an impossible task, to get those out with that cement that's been in those years. So they are very sturdy. His dog does lean on that fence, and that fence, the poles don't budge. So it's not... but it's more a privacy you know how busy again, everybody just before us was all talking about restaurants, and that how busy Six Mile has become, especially with the expressway being closed. Trucks, semis, people coming down Six Mile that used to never come down Six Mile years ago to get onto the expressway, cut through from my... I live over at Five Mile, there's no exit, so everyone's cutting through up that way now. So it's just, when you're coming down Six Mile, you can see right into their backyard if you're heading east, you can see right into their backyard if you're heading west. So you can see any and everything they're doing in there. Their dog outside. They have a special needs brother, he plays outside in the backyard. I just... it definitely could use some privacy. And again, this is an existing fence that's already there. They just want to put a wood privacy fence in place, so they're not asking for any other variance of where the fence is. There's already an existing fence there.

COPPOLA Okay. Thank you.

LEANN RETTING Mmhmm.

COPPOLA Anyone else? Correspondence?

BARINGHAUS We have one letter.

COPPOLA Mmhmm.

BARINGHAUS Letter of approval, Anne Ploucha, 36614 Whitcomb, (Letter of approval was read).

COPPOLA All right, thank you. That's it? Okay, Mr. and Mrs. Retting, anything you'd like to add in closing? You can respond to any of the correspondence or audience.

JOSHUA RETTING So yeah, the, I guess the major concern it sounds like, is the metal poles. Structurally. I think they're pretty sound, a large individual, and we do not have a fence on the that side, where it's the east side. I've jumped that fence many times to water the plants in the front yard rather than walking around the house and have not had an issue of those poles moving. So overall, we, and I guess my major concern, is the adjoining properties. And if we were to leave the adjoining properties, those poles in trying to join the wood fence and not have

any space in between the wood fence and the current chain link fence of the neighbors that there could be a concern for animals getting out or getting into the property.

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Yeah, who will be installing this proposed fence?

JOSHUA RETTING Myself.

BARINGHAUS Yourself, okay. In terms of the materials for the fence, can you describe those?

JOSHUA RETTING So the materials would be the extensions, which are two feet plus or two and a half feet. Two feet to extend the post upward, and then half a foot for the sleeve on the current pole. There would be three different couplings on each pole to attach the pole to the wood six-foot panels. They would be an L-shaped bracket so it would go underneath the two-by-fours and attached to the wood panels.

BARINGHAUS Can you tell, give a more detailed description of the wood panels themselves? The material? Are you planning to paint them, stain them? What's it going to look like when it's finished?

JOSHUA RETTING So the wood panels are currently at Menard's. I use that as the description. It's six-foot, the dog-ear style, so the chamfer corners, and then the plan is to stain it at the beginning of the season, and then whenever it needs to be stained.

BARINGHAUS So by staining it, it'll darken it down?

JOSHUA RETTING Correct. Yeah.

COPPOLA When you say stain, you'll obviously be able to stain the fence on your side of the property. What are you planning on doing on the neighbor's side of the property, if anything?

JOSHUA RETTING I was letting them decide what they would want to do, if they would want to stain it or leave it to whatever color they would want, so they could have their choice. And they would, I would think they would do the work.

COPPOLA So you leave it to their decision, their volition as to what they wanted that they would have be on their own to do that.

JOSHUA RETTING Correct, yep.

COPPOLA But the finished side would be facing the neighbors.

JOSHUA RETTING Correct.

BARINGHAUS Are there a lot of privacy fences in your neighborhood along Six Mile?

JOSHUA RETTING Yes, correct. I provided a list of example properties. A couple of them have Zoning Board approvals for the similar locations where it extends to the front of the house or a portion of the side of the house.

BARINGHAUS But I mean within your area, within your block on Six Mile.

JOSHUA RETTING Yes, so right at Fitzgerald and Six Mile, right when you turn into the Six Mile subdivision or the service drive. There's a large vinyl fence right there that was previously wood.

BARINGHAUS Okay, thank you.

TESTA Mr. Chair.

COPPOLA Mr. Testa.

TESTA Mr. Retting, would you be... if there were any loose poles, as your neighbor suggests, would you be replacing those? Or how would you address that?

JOSHUA RETTING I would be replacing them.

TESTA Okay, so you're gonna inspect each one. Have you done that yet? Or are you saying there's no loose poles or none that you've noticed? Have you inspected?

JOSHUA RETTING None that I've noticed.

TESTA Okay.

JOSHUA RETTING So I can take a second look at all of them and ensure that they're structurally sound.

TESTA Okay. Do you have a good relationship with your neighbor next to you?

JOSHUA RETTING Yeah.

TESTA Okay. So if he showed you the poles he's in question, you'd be willing to replace those?

JOSHUA RETTING Mmhmm.

TESTA Okay. And regarding staining or sealing their side of the fence, if they like the color you used on your side, would you be willing just to do that side for them, at least the first time? And maybe in the future, it's up to them to decide how they want to keep maintaining it.

JOSHUA RETTING Mmhmm.

TESTA Okay.

JOSHUA RETTING Yeah.

TESTA Thank you.

COPPOLA Let me ask kind of out of order. I'm going to ask anyway, the reason that I don't know if this has been explained to you the reason that the fence, specifically on the east side is to the front of the house, is because it's a four-foot non-sight-obscuring fence.

JOSHUA RETTING Mmhmm.

COPPOLA And you could, without any variance, put a four-foot non-obscuring fence to the front of the house now. So the reason that you're required to get the variance is because you went that on the I'm just talking on the east side, that part forward, is because you're now putting a six-foot sight-obscuring fence in. So have you thought perhaps of doing something different for that front area? Perhaps some type of four-foot decorative type fence for that area, front of the back of the house, on the east side, something different. You still have a fence. It wouldn't go as high, but it would be kind of in compliance with the ordinance.

JOSHUA RETTING I guess I would just like to have the consistent look across the entire yard. So I would still like to have the current style, the six-foot privacy fence there, with the driveway next to the fence on the east side. My house and the neighbor's house to the east, I think, would be in parallel with the fence. So I don't think there would be any kind of sight obstruction for the vehicles pulling out of that driveway.

COPPOLA All right. Thank you. Anything else?

BARINGHAUS Yeah, Mr. Chairman, following your line of thought on the east side fence, because it's so far forward to the home. Have you considered moving that fence back so it would be even with the fence on the garage side?

JOSHUA RETTING No, I've not considered that. I guess, overall, I guess just would like to keep the current proposal.

BARINGHAUS Okay, thank you.

COPPOLA Anything else? Seeing none, I'm going to close the public portion of the case and start the Board comments with Mr. Baringhaus.

BARINGHAUS Thank you. I guess I went into this case thinking that you had full 100% neighbor support for the fence. Having some conversations with your neighbors, I think it brought out some reservations with them, but I think it kind of there's still some unanswered questions, like questions about the number of supports. Some would be mixed. Some would be metal. Also the way of strengthening the metal supports, if you're using them, and the method you're going to do it and I still think there's some questions there. Also, I think you have a good opportunity to take on the east side of the fence that's fully forward on the home and move it back so that it's more in compliance with our ordinances today, that what you're proposing is not consistent. Normally, we like to have both fences back towards the rear corner of the house. So basically, I'd like to have maybe a little fuller explanation on verifying either how you're going to support the fences, either wood, either steel, or a combination of both. Maybe the second thing I'd like: maybe a more detailed plan on how you're planning to support that fence using the existing metal poles and three, I'd like to see a plan where you take the east side fence and pull it back so that it lines up consistently with the depth on the west side fence. So based on that, I'd be in favor of tabling this variance.

COPPOLA All right. Thank you. Mr. Testa.

TESTA Thank you, Mr. Chair. Yeah, on the pre-read I was in support of this, mainly because you have clear neighbor approval. But obviously here tonight, one of your neighbors is in approval, but has some reservations. But I rather... I would support a table. I know I typically would prefer to move forward, but in this case, I would rather have you talk to that neighbor again. Work out which poles he thinks is loose, which ones you're going to replace. As Mr. Chairman Coppola pointed out, you're here tonight mainly because of your existing chain-link fence is in the front port of the house. When you change that to a privacy fence, it doesn't apply anymore. You gotta move it rearward. You verbally explain on that side of the house that there's a gas meter and spigots and stuff. If you could come back, or if we table, you come back, maybe bring some pictures to show kind of what's going on over there and how that space is used and why it is necessary from your standpoint, or why you don't want to move that fence line more rearward. That could help your case, but I would support a table for tonight.

COPPOLA Thank you. Mr. Rotondo.

ROTONDO Yeah. Thank you, Mr. Chair. I think my colleagues have summed it up pretty well so far. I'm not against the privacy fence. I can understand your reasons for wanting to have the privacy fence. Obviously, your neighbors have brought up some concerns with the supports for it, and I do think that it would make more sense to have uniform supports with the fence and to make sure that they are sturdy and at the appropriate depth into spec. The other

thing is the property line as well. I know we're only talking a few inches here, but I think procedurally, down the line, I think it should be on the property line realistically. The other thing, which my colleagues have also touched on, was the fence line on the east side, how it comes all the way up to the front of the house. I'm failing to see how this is a hardship. I don't know if you guys, seems like we're going to table it. If you guys want to come back and try to present what the hardship is? I don't see the gas meter needing to be covered up as a hardship. I think there's a lot of homes where the gas meters are exposed, and same with the hose. I think Mr. Baringhaus brought up a good point of maybe moving that fence line back so that it is in line with how it's going to be on the west side. I'm okay with the fence on the west side of the property. It lines up with the neighbor's fence, so I'm okay with that. And, yeah, that's it.

COPPOLA Thank you. Mr. Rotondo kind of stole what I was going to say. From my perspective, I'll start on the west side. I think lining up the neighbor's fence makes a lot of sense. And then visually and esthetically, that probably works. On the east side, I'm struggling, I didn't really hear a very good hardship. Generally, if there's windows on that side of the house, we'll generally allow the fence to go up to just past that window. If, as long as it's not past the halfway forward on the house. There's no windows on that side, so I didn't really hear anything compelling that would suggest that that would allow the privacy fence to go any further forward. As to construction and other issues. I'll leave that to the Building Department, Inspection Department, that's their expertise, and I'll leave that to them. But as to the request on the variances, if I'm fine with the tabling, if that's what the rest of the group wants to do, so we can move this forward. But I would have done an approval in part, denial in part, if this was my choice, so I'll go ahead and open up the floor for a motion.

ROTONDO Motion to Appeal Case No. 2025-04-10, in order to allow the Petitioner to come back with revised plans and allow them to meet with their neighbor to discuss the fencing situation.

TESTA Support.

COPPOLA I have a motion by Mr. Rotondo, support by Mr. Testa to table the appeal case and take roll.

On a motion by Rotondo, supported by Testa, the variance was tabled.

RESOLVED: APPEAL CASE NO. 2025-04-10, Paige and Joshua Retting, 36589 Six Mile:
Seeking to erect a 6-foot-tall privacy fence resulting in the privacy fence encroaching into the side yards forward toward the front of the property beyond the rear of the dwelling, which is prohibited.

Side Yard Encroachment on the West Side

Allowed: 0 feet
Proposed: 6.5 feet
Excess: 6.5 feet

Side Yard Encroachment on the East Side

Allowed: 0 feet
Proposed: 29 feet
Excess: 29 feet

This Low Density Residential property is located on the south side of Six Mile (36589), between Levan Road and Fitzgerald Avenue, Lot. No. 066-02-0038-000, N-2, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 B,

be tabled to allow the Petitioner to take some of the suggestions of the Board into consideration and to return with a revised plan, and also to allow them to meet with their neighbors to discuss the fencing situation.

ROLL CALL VOTE

AYES: Rotondo, Testa, Baringhaus, Coppola

NAYS: None

Absent: Boloven, Klisz, Meagher

PASS/FAIL/TABLED: PASS: TABLED

BARINGHAUS Mr. Rotondo.

ROTONDO Aye.

BARINGHAUS Mr. Testa.

TESTA Aye.

BARINGHAUS Secretary, I'm sorry. Secretary slash Vice Chairman Baringhaus votes aye. And Chairman Coppola.

COPPOLA Man of many hats.

BARINGHAUS Yes.

COPPOLA I'll vote aye.

BARINGHAUS Thank you. Motion is approved.

COPPOLA Okay, so Mr. Retting, so your appeal case has been tabled. So that opportunity to present... what that means is you could again, there's only four of us here today, so there's another three. You may be able to see in front of we generally have at least six, if not seven. You come back with the same plan and see if you convince some other people that you want or otherwise you may want to take into account some of the suggestions that were provided by the Board, come back with a revised plan.

JOSHUA RETTING Mmhmm.

COPPOLA Alternatively, you could just comply with the ordinance and move forward. So just a quick question, Mr. Stierna, on the east, on the west side here, would the rear of the property be the rear of the garage?

STIERNA We use the rear corner of the garage, correct.

COPPOLA So it doesn't have to go to the back of the house, but it would have to go to the rear corner of the garage—

JOSHUA RETTING Even—

COPPOLA On the west side.

JOSHUA RETTING Even with the existing neighbor's fence there?

COPPOLA It's the aligning fence. Yeah, we allow that. If it was aligning fence.

STIERNA Yes.

COPPOLA We would. So even though we had it here for a variance, we would probably, we'd probably just waive that.

STIERNA Primarily, we're in there for the offset for the east side.

ROTONDO [Inaudible] west side.

COPPOLA We're talking about the west side that the joints—

UNKNOWN SPEAKER Yeah.

COPPOLA They're saying that the proposed location of the fence, which is six and a half feet in excess, would actually—

UNKNOWN SPEAKER Yeah.

COPPOLA That would align with the neighbor's fence.

STIERNA I think the plan they proposed did not include the alignment with their existing, their neighbor's fence.

COPPOLA So it wasn't communicated?

STIERNA It wasn't communicated and [inaudible].

COPPOLA Okay.

STIERNA I would not have written that in front of that otherwise.

COPPOLA Okay, so if they came back and asked for a permit with the placement as is on the west side and put to the back of their house on the east side, they could get a permit?

STIERNA Yes.

COPPOLA So that's an option also.

JOSHUA RETTING Okay.

COPPOLA Okay, although you would, at that point, if you were to do that, then we would just remove the tabling, and that would settle the petition.

JOSHUA RETTING And then for resubmission, I'd have until you said June 9, I think in the previous...?

COPPOLA Well, you can... the one thing we didn't do, we didn't put a timeframe on this, but you don't have, they actually aren't in violation of anything. So you could decide never to come back, but if you wanted to get on the next... into the next meeting, you'd have to until June 9 to submit your revised plans, and then that meeting would be on July 8, okay? And if you have questions on that, you can always call the Zoning Office and they'll help you out.

JOSHUA RETTING Okay.

COPPOLA All right?

JOSHUA RETTING Thank you.

COPPOLA All right. Thank you.

BARINGHAUS Quick question for Mr. Rotondo, your condition was give the Petitioner time to discuss additional details on the fence. I thought you had one more condition.

COPPOLA Well, there's no conditions on a tabling.

BARINGHAUS Oh, is that so?

COPPOLA Yeah, there's no condition.

BARINGHAUS Okay. Thank you.

COPPOLA Thank you. You could call the next case.

BARINGHAUS Sounds good.

APPEAL CASE NO. 2025-04-11, 32501 West Chicago: an appeal was made to the Zoning Board of Appeals by Shawn Friend, seeking to maintain an illegally erected 6-foot-tall privacy fence resulting in a privacy fence erected in the side yard forward of the rear of the house and a privacy fence in the corner side yard that does not align with the neighbor's fence/wall.

Side Yard Encroachment

Allowed: 0 feet
Proposed: 21 feet
Excess: 21 feet

Fence to Fence/Wall Misalignment

Allowed: 0 feet
Proposed: 7 feet
Excess: 7 feet

This Low-Density Residential property is located on the south side of West Chicago (32501), between Woodring and Vermont Avenues, Lot. No. 135-02-1982-000, N-1, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 B. & 15.44.090 A. 4. b. i.

COPPOLA Thank you. Mr. Stierna, anything you'd like to add?

STIERNA I don't currently have anything to add, but I expect there may be some questions.

COPPOLA Mr. Stierna, you want to give me a little history on this home, specifically regards to what I saw were multiple, well, a long history of issues with fencing.

STIERNA This is a single violation stemming from Mr. Hershey, I believe, observing the fence being erected without a permit. Mr. Friend was advised to obtain a permit.

COPPOLA When was that exactly?

STIERNA That date, I don't have, because it was a verbal warning.

COPPOLA Okay, so, when was the first violation actually recorded?

STIERNA So, that would be...

COPPOLA Would it be July 12, 2023?

STIERNA Bear with me, because of our new software, I'm still learning how to read it all. Yes, the investigation was July 12, 2023.

COPPOLA Almost two years ago. So, what's transpired since July of 2023?

STIERNA Since then, he was issued a violation at one point early last year, he did attempt to comply and come in to apply for a permit. He was told at the desk that the permit, the location as applied for, would not be approved without a variance. He was advised to seek for a variance before applying for the permit. Following that, there were several months of non-compliance, which ultimately resulted in a court complaint, I believe, and there might be some

history with the legal department that the initial result of the first court was advised that he apply for the variance so he exhausts his options.

COPPOLA And when was that?

STIERNA September 11, 2024.

COPPOLA Okay, so that's over six/seven months ago.

STIERNA Yes, and he returned to court with several, I think, looks like three or four adjournments, because he had not yet applied for the variance. Eventually, he, in discussion with a city attorney, determined to formally apply for the permit. Was denied the permit, and then formally advised again to get a variance. He missed two required dates at that point. Court required. He was to meet court cases. So, I think this will be his last adjournment.

COPPOLA Thanks for that. Mr. Fisher, any insights you'd like to or color you'd like to add.

FISHER No, that's pretty much what you've heard just now. I did not have any personal involvement with Mr. Friend, so I don't have more details. I know that there have been some give and take, let's put it that way. But beyond that, I can't really say any details.

TESTA Mr. Chair?

COPPOLA Mr. Testa.

TESTA Question for the Inspection Department, sorry. This is considered a side lot, correct?

STIERNA It's a corner side lot.

TESTA Okay. There was a chain-link fence there that used to terminate, it will be, I guess, the back side of the house. He now put in a privacy fence that goes to the front of the house. To be in compliance, where would he need to be?

STIERNA He would need to terminate at the back corner of the house. He could still take it towards the sidewalk because the proximity to his driveway and side entrance garage.

TESTA Yeah. Okay, thank you.

COPPOLA And for how far off of the, I guess, is this fence in compliance with the distance from the sidewalk? Is there any issue with that?

STIERNA Usually, we're looking for a foot off the sidewalk based on engineering right of ways.

COPPOLA That would be part of the inspection after final installation.

STIERNA Most cases, if we have questions, we'll ask Engineering, because sidewalks don't always end up perfectly with a foot from the right of away, so there's a lot of latitude there. We're not seeking to hang anybody over that.

TESTA Sorry, one more question for Mr. Stierna. I know you're not Mr. Hershey, but is verbal warning about a permit to Mr. Friend, did Mr. Hershey also point out that where he was building his fence in the front of the house was not permitted?

STIERNA I do not know.

TESTA Thank you.

COPPOLA All right, if there's not anything else, if the Petitioner could step forward, please, and then I'll need a name and address.

FRIEND Good afternoon or evening, Shawn Friend. I live at 32501 West Chicago Street, Livonia, Michigan.

THOMAS Good evening. Tracy Thomas, appearing on behalf of Shawn Friend, 538 North Mill Street, Plymouth, Michigan, 48170, it's my office address.

COPPOLA Okay, so you kind of heard what the records have told us about this fence. It's been a, sounds like almost a two year, maybe more saga here, three-year saga. Well, I'll let you. You need to speak up, so once you can meet, I'd like to hear your side.

FRIEND Of which part, the legal part?

COPPOLA Tell me about the fence. how it how it went in, why it went in without a permit. And then, why has it taken so long to come before this Board for a variance?

THOMAS I can address the second part. The second part, why it came, why it took so long to get to a variance. I promise you, we were pulled at first to get a permit, and we eventually applied for the permit. We were not told at the outset to do the variance first. It seemed to make sense to apply for the permit first, because we needed the denial of the permit to come before the ZBA. Now, if I've inverted that order, then it's on me, but I know city of Livonia, when we're defending the misdemeanor prosecution told us to go get a permit first, and that's why we took and went and got a permit, rather than coming to the variance first. Now, with regard to how the fence got built without a permit.

FRIEND That started in '22.

THOMAS I can tell you that, I'm uncomfortable having Mr. Friend make unsolicited answers because there's a pending misdemeanor prosecution.

COPPOLA Maybe we should table this till it's done. If I can't get a full accounting?

THOMAS No, we can probably work around it. and it's a real chicken or the egg thing, because the City doesn't want to go forward and try the case until there's a decision on the variance. The City Attorney keeps pushing us toward applying for the permit. Okay, that's denied. Go to the Board for a variance, see what they said. So, I don't think that the City Attorney wants to try the case until there's a decision from the ZBA. And in fact, the last adjournment was at the bequest of the City Attorney, the last trial adjournment. So, the way the fence got built without a permit was Mr. Friend had a discussion with a member of the Livonia Building Department and is no longer employed by the Livonia Building Department. This was kind of part of a whole series of renovations he did. He put in a pool, he put in a deck. All of that was permitted, all of that was approved, all of that went off without a hitch. When it came time to do the privacy fence, he had a conversation with a gentleman that no longer works there, and Mr. Friend took from that conversation, they didn't need a permit, and according to the state code, you don't need a permit for a fence. So, he built it unaware of the requirements and unaware of the fact that he had extended antithetically to the city ordinance.

COPPOLA Okay. So, who pulled the permits for all of the work that was done prior to that? So, he was aware that permits are needed for things. Did he spend any time at all looking at city ordinances to determine whether permit was needed for fence?

THOMAS He did not. He did have a conversation, like I said, with a Livonia building representative that's no longer there.

COPPOLA Unfortunately, that person, I can't get that person's side of the story. So, I understand I have no idea what was said there. So, this fence was installed in 2022?

FRIEND '23.

COPPOLA So, you're saying this is a three-year issue, but, so, it's only been two years.

FRIEND The conversation started in '22 with that Inspector. I don't know his name, but when I started trying to figure out who he was, because he was the one they initiated the conversation with, I was informed that he no longer works there.

COPPOLA Okay, and unfortunately, we are not able to collaborate that story or the conversation as to what was asked of. Many times we hear that, and then we find out that that there was a disconnect in the communication, what was they understood, what was being asked

and what was being asked, and what was actually being asked. So yeah, and then ultimately, it's the application for the permit that clarifies things. So, all of that's occurred. So, you've come forth now, this has been going on for over two years, and my understanding was you were asked to file for a variance back in, based on what was just earnest. Looked at the records again, based on his records, I don't think he's been directly involved in this that you were asked to file for a variance in 9-24, now you're saying you didn't because you didn't have a permit.

THOMAS So, we applied for the permit, and we were denied.

COPPOLA And that happened in January?

THOMAS I believe so, yes.

COPPOLA So what transpired between September and January? Why the delay between September and January to apply? September you're asked to apply for a variance. You would have gone in to apply for a variance, they would have told you that you needed to apply for a permit first. So, why did it take four months?

THOMAS This was coming from the City Attorney during the misdemeanor proceeding.

FRIEND We've been in court for a while, quite a while now.

THOMAS Several times.

FRIEND We had a judge change in the middle of our court proceedings.

COPPOLA So why don't you tell me about what your hardship or your practical difficulty is for the purposes of the side yard encroachment? First, let me talk about the fence wall misalignment.

THOMAS So, it stems basically from privacy. It's a, I'm sure you all are familiar with it. It's a very busy public park that's right across the side lot, what I would call the side lot, the part of Lot A issue. And Mr. Friend wants to extend his privacy to cover up a window, his living room window. In addition, there's screening, there's a couple of unsightly utility things. Admittedly, that's not a practical hardship. That's more of an esthetic thing. The practical bones of it is, the extension is there to cover up, to shield that window, the living room window.

COPPOLA There are two windows on that side, correct? Like, one's a living room, one might be a bedroom. Yeah, one's a dining room, one's a living Yeah,

FRIEND Dining room. The back line, the further back one is the dining room, the front lines the living room.

COPPOLA Neither of those are actually bedrooms or any anything or bathroom. They're just a living room in a dining room.

FRIEND That's my living room.

COPPOLA Yeah, I understand. Okay, keep going.

THOMAS That's it. That's the practical difficulty.

COPPOLA How about the misalignment.

FRIEND When I bought the house, the privacy fence was at the front corner of my garage. I have a letter from both my neighbors, and discussed it with her, and she was fine with me putting it right back to the front corner of the garage, but I moved it back, actually about two feet, which is still forward from her wall, but my street right there and where her house is, it goes on a huge curve, so nothing's lined up. Her garage theoretically should be lined up with my garage, if we're not talking about esthetics, you know, if her garage was forward and even with my garage, and we want to have that, but because around the curve, they built her garage back further, or she wouldn't have a driveway.

COPPOLA Okay, so...

FRIEND There was a privacy fence on the back there, and you can see it in some before picture, I think I have some, and it came right to the front corner of my garage, over, and then down the back to where her wall is. And then I actually took that all out and then moved it back a couple of feet to or so feet back. I'm not sure the exact measurement, how far back, but I did move it back to the front corner of the garage.

COPPOLA Do you have any pictures with you? Should it show the older six-foot fence in the front of the garage?

FRIEND You gotta give me a second.

COPPOLA So, while you're doing that, I know that in that there was, there's some portals or something on in that fence, so what are those for?

FRIEND For my dogs.

COPPOLA Okay, so they would allow people that were walking on a sidewalk to actually look in, too, correct?

FRIEND Yeah, they do. Little kids be looking in. I've had people stop their car, get out and come over, and I get a lot, Bubbas get a lot of attention from well, it's a very dog friendly

neighborhood. That park is getting dog walkers all day long. So, most people love it. Pictures of the back.

COPPOLA You can approach.

FRIEND That's the back part of the garage. That's the old picture, and I have a new one right here of what we did with it. I still have the hole sitting, sitting there. They had it attached.

COPPOLA All right, any questions for the Petitioner?

TESTA Mr. Chair?

COPPOLA Mr. Testa?

TESTA Thank you, so, Mr. Friend, Mr. Stierna from Inspection, said a few years back, Mr. Hershey from Inspection stopped you, and told you that you needed a permit for that fence. Did that occur, is that your understanding as well, that you were stopped mid construction?

FRIEND Nope, the project was done three, maybe four months later, all that showed up.

TESTA Okay, who installed the fence? You did it yourself?

FRIEND Yeah, well, with some help.

TESTA Sure. Okay, so no one during the construction stopped you and talked to you about that. Okay. The conversation you had with the Inspector that no longer works here. What specifically did you ask him?

FRIEND I drew up site plans, similar to the ones you have there and was asking about, you know, putting the fence in. And so, I was wanting to put the fence into the front corner. He did mention that I couldn't put it all the way up to the front corner of the house, which is why I left it back about 20 inches or so from the front corner of my house. So, I asked why I can't do that. He said, "Well, because you can't. I said, "Well, what about all these other corner fences that I drive around and they're all got them?" He said, "Oh, they're grandfathered in. I said, "These new vinyl ones? When did this law take place? I want to see it on paper, you know, instead of just going off your word, I'd like to see it on paper." He turned around to go get it, and then you turn back around to go get the paper. So, then he turned back around and says, "Is there a door there?" I said, "I can put a door there." And that was it. I left thinking, basically, he said their grandfathered in or they just did it. So, I was under the impression that all these corner fences I've seen were grandfathered in, or they just did it. I did exactly what I was under the impression that my community people have done, or they were grandfathered in, so I just did it.

TESTA What do you mean by put a door in? Did you mean a gate on the fence or?

FRIEND A door around the house, he was asking about that.

TESTA Okay, you didn't put that in, though, right?

FRIEND No.

TESTA Okay, yeah, thanks for pointing out. I thought the fence went all the way to the front of the house. You're right. It does look like it sets back maybe a foot, I'll take your word 20, I guess about 20. Okay, so you did that specifically, because your understanding was you couldn't go to the front....

FRIEND Front corner of the house. They didn't tell me I had to stay at the back corner house. I was under the impression I couldn't go to the front corner house, but that's my living room right there. And I have teenage daughter, and it's a very busy park, and I've had people walk like right up on my grass, up on the side of my house, cut in my corner. I don't care. Ride your bike across it. Skid across. I don't care. But there's no need for people to be walking that close to the side of my house. Okay, after that happened, and my daughter got creeped out by this guy in the park, I needed more privacy, and that's what I did.

TESTA And when you had the conversation with the Inspection Department while he was there for other reasons, you showed him site plans, you said, correct?

FRIEND That meeting with the guy that was there?

TESTA Yes.

FRIEND Yes.

TESTA Did you discuss with him the materials that it was going to be?

FRIEND Sir, he didn't discuss much with me. I don't know if he came in, tied a good one on the night before, or came in still drinking. All I could smell was alcohol on the dude's breath. It was nine o'clock in the morning.

TESTA Yeah, no, I'm asking you, did you point out to him that you're going to change...

FRIEND He didn't, the discussion didn't get there. He told me that they're grandfathered in, they just did it. And I said, thank you and I turned around and left.

TESTA So, you did not specifically tell him you're putting in a six-foot wood privacy fence.

FRIEND No.

TESTA Okay, so I think that's the disconnect in your conversation with him. If it was a chain-link fence, you would not have needed a permit if you replaced it.

FRIEND No, he knew I was putting a privacy fence in.

TESTA How did he know that?

FRIEND Because that's what I was asking to get the permit for it.

TESTA Do you know when? This is a couple years ago, when he was there for other inspections and you showed him the site plans.

FRIEND Nobody was at my house for other inspections that I showed site plans to for this fence. That never happened. Nobody did. I've had other inspections done at my house, but I've never presented any Inspector at my house site plans for a fence at my house. That could never happen.

TESTA Sorry, maybe I need to go back to your lawyer. You had mentioned that he had initial conversations a few years ago

THOMAS It took place at the city office.

TESTA Okay, so it was not on site. Okay, okay, I misunderstood that.

FRIEND He was saying that I, like when I moved in, I pulled permits for location work and the deck and the pool and the electrical and other work that I've gotten done, I've been in compliant.

TESTA And so this is around 2022, you went into City Hall with site plan. You clearly explained that you were going to put in a wood fence, privacy, six feet. You that was your word. You used those words. It was clear that you're putting in a wood privacy fence, not replacing a chain link fence?

FRIEND With another chain-link fence? No, I have the dogs I wanted a privacy fence for my safety, my daughter's safety, our privacy, and also for the safety of like I said, it's a very busy corner with the park. Kids come up, they see those dogs. And what do the kids do when they come up and see dogs? They grab the fence. I don't have vicious dogs, but I do have dogs. So, for the safety of the people in my neighborhood and to give my dog a little bit more space. I needed that to come up. I originally wanted my pool to come over this way, but they

wouldn't let me bring it past the side of my house, like my house and my garage are in line here, the street's here. They told me I couldn't bring the pool this way. So now I put it over this way, which lost my whole yard, and I need a little bit of yard to use, and the dogs gotta use the bathroom and whatnot, which was another reason so dogs, privacy, safety for the people in the community, and safety for my teenage daughter, who's out here laying in her bathing suit, getting talked to by weirdos in the park.

TESTA Okay, yeah, I'm familiar with this area, I have friends in this subdivision, and I know the park well, and I saw, I remember when the fence was going up, you mentioned you need for privacy for the living room there and the other window.

FRIEND Mainly the living area, the dining room, people want to stare at me while I'm eating. I don't want people, coming up to me while I'm in my living room.

TESTA Driving by, or at least sitting over in the park area, even with your six-foot fence, you can still see right into your windows.

FRIEND Yeah, you can see it's up though, you know, I've had problems where I've had people walk right up on my grass, you know? They can visually see right in, but with the fence there now they can, they can see my ceiling in there, but they can't see like down where we're sitting and laying, so it changes their view they can still see in my window, but it changes their view of what they can see in my window.

TESTA Okay. All right, thank you, Mr. Chair.

COPPOLA Questions.

BARINGHAUS Yeah, Mr. Chairman. How many dogs do you own?

FRIEND Three.

BARINGHAUS What types, what size.

FRIEND Small, medium, large.

BARINGHAUS I'm trying to judge the rationale for the six-foot fence.

FRIEND 130 pounds, 80 pounds and 40 pounds. The 40-pound dog I got last year.

BARINGHAUS Okay, so fairly large, large to medium sized, yeah. Okay, great. Okay, thank you.

TESTA Question for Mr. Stierna. Is there any record, you mentioned Mr. Hershey gave him a verbal warning. I know you can't speak to what Mr. Hershey said. Is there a record that they had a conversation, that he gave a warning?

STIERNA Not in our records. No.

TESTA Okay.

STIERNA I assume that he assigned himself a follow up at some point, and when no application was applied, that's when he would have mailed the violation.

TESTA But you're, you're confident Mr. Hershey saw or talked to him during construction.

STIERNA I am confident that he had a conversation with Mr. Friend prior to sending the violation. Okay? That was verified by Mr. Hershey this afternoon.

TESTA Mr. Friend, did you have a conversation with Inspector at your house?

FRIEND No, I don't remember him coming to my house.

TESTA Where else would they have spoken?

STIERNA I don't know where else he would have, I mean, Frank's not shy about going up and knocking on doors. I don't have a specific date. Again, it is not Frank's habit to issue a violation unless he has given at least some sort of warning or something like that. But again, we don't have it on paper until the actual violation back in 2022 so 2023. So unfortunately, that was when action was demanded.

FRIEND Yeah. I do not recall getting a new type of verbal communication with him before receiving the letter at my house.

STIERNA Any more questions for the Inspection Department?

TESTA Would it be irregular if we table this to have Mr. Hershey at the next case? Or is that maybe a question for Mr. Fisher?

FISHER Well, we don't typically subpoena people that come to testify before ZBA.

STIERNA First for everything, Mr. Fisher. I'm sure, if the Board wishes, we could certainly generate all the notes from the reports that Mr. Hershey is fairly diligent at keeping.

FRIEND I did a good job on the fence, and my neighbors all like it. The people in the park like it. And there's a lot of new houses, I got a stack of photos just in my neighborhood

of the houses that have the fence the exact same way that I have mine that's either grandfathered in or they just did it, or you guys have sent somebody from the zoning board has since approved it for these other corner houses, but there's a lot of them just in my neighborhood, so I'm not asking. I guess that's where I also got a little confused. When he first sent me that like hardship and these and just questioning and there was very confusing to me. I don't have the legal jargon, language, or great reading skills, like some people do. I'm a construction guy, a high school dropout, so reading things and comprehending sometimes don't work so well for me. And I'm like harsh just those words just I didn't understand quite it. I got confused when I first seen that, before that got involved. But, uh, I just want the same thing that these other people in my neighborhood have the privilege to have. That's all I'm asking for. And it's not even just my neighborhood. I mean, as soon as I left the courthouse, I was on, I was, I didn't even make it a block out of the courthouse that the first time, and I already had pictures of corner houses that had the same thing like me, especially on busy corners. So, I'm just asking for the same privilege that we've already given to other people in our community.

BARINGHAUS Mr. Chairman, regarding your fence, have you, are you just letting it weather naturally, or have you stained it, or what treatments have you done?

FRIEND So, I did, you should be able to see it in the recent pictures, I put a clear finish on it so it gives like a little bit of a shine. But it's basically just a sealer, weather sealer. I did both sides of my fence, all the way around my neighbor, around the one side and the neighbor behind me. I did everything for the both of them. So, I sealed both sides already, and plan to maintain it as long as I'm living there. I get along good with my neighbors. I help them out on a regular basis when they need stuff, so I have no problem to continue to be neighborly with my neighbors and all of the other neighbors that I have a lot of neighbors because I'm on the corner from the park, so I've got neighbors that are like five blocks over that I've talked to on a regular basis because they're walking every day, so.

BARINGHAUS Prior to constructing the fence, did you, I didn't see any letters of approval from the neighbors in the file is that are no neighbors.

COPPOLA There are no neighbors.

FRIEND Yeah, I have two direct neighbors, and both of them wrote me letters, and they are in the file. We submitted them to the Zoning Board, they're submitted at the court.

COPPOLA I had the fence that's in question supplemental defense, and if you built that fence with adjoining neighbors, you would need their approvals. But we're not here for those.

FRIEND Yeah, we're here for those side in the back, the back is the neighbors, and she wrote me a letter, and then the front one is this, yeah, well, it is all the rest of my neighbors, which is the people that walk in the park, because they all own the park. So, it's kind of the whole community is my neighbors. I had a couple people that must have seen a letter that

got sent out that seen me when I was out a couple days ago in the driveway. They said they'd come up if I needed them, but I said no.

COPPOLA We're actually talking about the forms that we have in the Building Department.

STIERNA For the fence in question, no, there would not be adjoining neighbors.

BARINGHAUS Because of where it's located relative the house next door.

STIERNA Then the one to the south is far enough away from the driveway that it wouldn't have required neighbor's authorization.

FRIEND She still wrote us a nice letter and so did the other neighbors.

COPPOLA Mr. Friend, what kind of construction do you do?

FRIEND Grass cutting, lawn and landscaping.

COPPOLA Okay, so not really, not trying to demean you, but not really kind of construction, more like...

FRIEND So, yeah, I'm a jack of all trades, but I do professionally, lawn and landscaping. Yeah, I started, I like I said, I quit school at 16. I started roofing. I've done siding, I've done home repairs. So, I'm like a little jack of all trades, but professional, like grass cutting.

THOMAS But a business owner also.

COPPOLA A relatively successful one, you've done a nice job on your house. Any other questions for the Petitioner. All right, seeing none. I don't see anybody in the audience. Anybody there. What do we have for correspondence?

BARINGHAUS We have no correspondence.

TESTA Really? Just those two letters.

BARINGHAUS Those you want those submitted?

COPPOLA If you want those submitted for the record, if it's part of the application, then they're part of the record, right?

BARINGHAUS It's under supplemental documents.

COPPOLA Mr. Fisher, those considered, should they be read?

FISHER They can be read like any other, if you like.

THOMAS So, the previous applicant, when he was talking about jumping over his fence repeatedly. I got nostalgic for the days when I could jump over a fence.

BARINGHAUS Okay. Two letters. Letter from Grant Danley, 32505 West Chicago, dated November 16, 2024, "Sirs, my neighbor, Shawn Friend, installed a privacy fence around his property. Before he did so, he asked my permission. I gladly agreed. In my opinion, the fence has enhanced the look and feel of the neighborhood." Letter from Kathy Lopez, 9537 Brookfield Livonia, Michigan, dated September 16, 2024. "To whom it may concern. This letter is in regard to the privacy fence of my neighbors, Shawn and Alicia Friend. Prior to building the fence in 2023, they contacted me and let me know they were contemplating installing a privacy fence. They described the fence they were planning and asked if I have any objections. I told them I had none and thought it was a great idea. I know being on the corner often brought them unwelcome attention from passersby. They soon built the fence, and I thought it looked great. He has a very attractive wooden fence, and I believe it adds to the value of both their home and mine. I even had the other neighbor's comment on how attractive and unique their fence is. They have made a myriad of improvements to their home, increasing its curb appeal and adding to the desirability of our neighborhood. I have no objections to their fence whatsoever. They are excellent and considerate neighbors." That's the two letters.

COPPOLA I'm looking at what was submitted as supplemental documents. You look at supplemental documents, I just want to make sure if we're doing something, that we just get it done either way. On page three is a plan review, corrections sheet and on that plan review correction sheet, there's two issues outlined there. The one was towards the privacy fence, towards the front of the house issue. Then there was also a second issue. A fence in the corner lot, and that should not be located in the corner side yard. And that wasn't part of the variance from the west. Is that an issue?

STIERNA It is the corner side yard. It's on the side of the house extending into the setback towards the fence, towards the sidewalk.

COPPOLA So, the question is, if that is also a violation, doesn't look like included as part of...

STIERNA I will say that actually, because he has his garage situated where it is, that his fence would be allowed to go to that side yard setback, because he returned to his driveway and then returned to the garage. Unfortunately, the plan that he provided the Planning Department at the time wasn't clear enough to ascertain that. So, that correction letter would not be correct for the purposes of being in the side yard, but the encroachment towards the front.

COPPOLA Okay, I just wanted to make sure that that should we be doing something today, that we do it in totality, and not have to come back.

STIERNA It would be strictly for the encroachment between the, from the rear front and the misalignment the back fence.

COPPOLA Mr. Friend, I apologize for that. So, is there anything you'd like to say in closing?

FRIEND The only thing I could really think to say is if I sound a little bit harsh, I'm sorry, but this has been going on a very long time. I just want the same rights, the same privileges that the other people in Livonia with corner houses have. That's all I'm asking, not asking for anything special or different than what other people in our community have.

COPPOLA All right, thank you. So, I'm going to close the public portion of case and start the Board's comments with Mr. Rotondo.

ROTONDO Thank you, Mr. Chair. This is kind of a difficult one for me. I mean, it seems like there's some he said, she said, type stuff, and there's not really any clear statements for some of this. I don't know that I see a hardship here. I get the petitioner is making the case that it's covering the window, but then when you look at the pictures he submitted, it looks like you can see the window from the streets. So, I don't know that it's really solving anything. So, I don't know. I guess I'm interested to see what my colleagues have to say and go from there.

COPPOLA Mr. Testa.

TESTA Thank you, Mr. Chair. I don't like this case at all. It's hard. Some of your story is hard to believe, but we really don't have any evidence otherwise documented that conversations did or didn't take place and when they took place. So, it's hard to go on, but knowing some of the Inspectors that you verbally talked to at this point, I tend to side with them. The one thing I think benefits you, at least in my eyes, tonight, is public notice went out to your neighbors, and no one came in, or no one wrote a letter against this. The fence has been up for two years. I've driven by it many times. Since no one's objecting to it, it makes me more open to it. I suspect you might not have the votes here tonight, but I could be in support if there was enough other votes. But it does weigh on me that there's no objection from your neighbors, and again, because of the fact it's been up for so long, that tells me something. Thank you.

COPPOLA Mr. Baringhaus.

BARINGHAUS Ok thank you. Mr. Testa brings up your point. I noticed that too, that there was no letter of objections from your neighbors pertaining to this immediate case. However, going back in your file, I did notice the two letters you know were brought out here that you know you did have make an effort to talk to your neighbors and give them, let them weigh in on fence. So that's a positive thing. Again, the fence has been there for a number of years, which I think gives it some more credibility. The other thing too is, I really think you have a hardship because you're across from this park. I know from experience, it's a very busy park. Also, I grew

up in that area, and I know that there is a lot of traffic as well, so you really don't have a lot of privacy on that corner as well. So, I view that as a hardship. That addresses the encroachment. In terms of the fence-to-fence wall misalignment, I think it might be beneficial for appearance sake, to correct that and align it more to that wall as well, which would give it a, probably a little more esthetic look than you know what the way it what it has right now. So, if you do those conditions, I think that would probably really be rectifying something to get it into a status that's workable for everybody. So based on that, yeah, I would consider the variance.

COPPOLA All right, thank you. I'm going to set aside the history here and take a look at this in the sense of as if this came in as a clean, fresh petition homeowner wanting to go to the fence and having at the location of this and expressing the practical difficulties that they have. West Chicago is a busy street. This is a busy street. There's a busy park across the way. So, I could be convinced to say that there's a hardship there. Would I have suggested something not as far forward, I think Mr. Stierna we have kind of an allowance for halfway forward of the house, if, if there's a window, right? A door, we've allowed a door, we've done it. We've kind of said, eh, there's a window. Okay, it's already to the front. I probably would support a variance for the fence based on the busy street of West Chicago, and the busy park. I think that's a unique feature that suggests that there's a difficulty. As to the misalignment there, there was a history there where that fence was to the front. But the zoning and ordinances are, if you were to have just repaired that fence and left it where was, you could have, you could have done that as soon as you made a change, then you have to be in compliance with an ordinance. So, for that fence, I think I think I would suggest that that that be fixed. So, from my perspective, it'd be kind of approval, partial approval, partial denial. The approval would be, from my perspective, would be okay on the side yard, fix the misalignment. And I think that's a I think that's a good compromise. So, I'm gonna go ahead and open up the floor for a motion.

BARINGHAUS Mr. Chairman.

COPPOLA Mr. Baringhaus.

BARINGHAUS Thank you. I resolve that the variance appeal case, 2025-04-11, filed by Shawn Friend, be granted and denied for the following reasons, and finding, in fact; the uniqueness requirement is met to the corner location of the property, denial of the variance would have severe consequences for the petitioner due to decreased privacy and security on his property. Variance is fair in light of its effect on neighboring properties and in the spirit of the zoning ordinance, due to neighbor support and no neighbor complaints regarding the fence. The property itself is classified as N1 neighborhood under the Master Plan, and the proposed variance is not inconsistent with this classification. Further, that the variance be granted through with the following conditions: That the misalignment cited be corrected, and also that we would find that the fence itself, we would support the variance.

TESTA Support.

COPPOLA I have a motion by Baringhaus, support, Mr. Testa. Discussion. I would suggest that this be, as we call it in my opening minutes, exactly it is called, I want to make sure I use the right term. It's a partial approval. So, you're going to approve, in part, the variance for the side yard encroachment, and you're going to deny the variance for the fence misalignment would be appropriate, I think that's the proper way to do that, Mr. Fisher correct me, if you think...

FISHER Sounds good.

COPPOLA And then I would also suggest that we impose a double permit fee. Do we have to remotion that Mr. Fisher, to that a modification?

FISHER You can just put it under the...just additional conditions.

BARINGHAUS Okay, so the conditions are approved in part the side yard fence...

COPPOLA I'm so sorry hold on. So, we can do a partial denial in the conditions, or should we re-word or reset the motion, so I make sure we got it right. Don't wanna make it too difficult. But you know what I'm saying, should we remotion it? Are we just revising the motion?

FISHER Well, why don't you do this, why don't you say the entire motion as we now understand it, and we'll just call it good.

COPPOLA You're the motioning party. So, if you go ahead and restate the motion.

FISHER And you can skip over the findings. We got those.

BARINGHAUS Okay, start from the beginning, is what you're suggesting.

COPPOLA Well, do the motion portion. You don't need to do all the finding stuff. So, you're going to do a motion. The motion of approval and a denial.

BARINGHAUS Resolved that the variance on appeal, case number 2025-04-11, filed by Shawn Friend, be granted in part and denied in part for the following findings of reasons of finding of facts.

COPPOLA You need to state which is being approved and which is being denied, I'm sorry.

BARINGHAUS We will be approving, in part, the side yard fence on the property and also we will be denying the variance request for the misalignment, for the fence wall misalignment. And also, we're requesting that a double permit fee be assessed.

TESTA Support.

COPPOLA

Any other discussion? I see no. Okay. Take a vote.

On a motion by Baringhaus, supported by Testa, the variance was granted.

RESOLVED: APPEAL CASE NO. 2025-04-11, Shawn Friend, 32501 West Chicago: Seeking to maintain an illegally erected 6-foot-tall privacy fence resulting in a privacy fence erected in the side yard forward of the rear of the house and a privacy fence in the corner side yard that does not align with the neighbor's fence/wall.

Side Yard Encroachment

Allowed: 0 feet
Proposed: 21 feet
Excess: 21 feet

Fence to Fence/Wall Misalignment

Allowed: 0 feet
Proposed: 7 feet
Excess: 7 feet

This Low-Density Residential property is located on the south side of West Chicago (32501), between Woodring and Vermont Avenues, Lot. No. 135-02-1982-000, N-1, Neighborhood, rejected by the Inspection Department under Livonia Code of Ordinance, Section 15.44.090 B. & 15.44.090 A. 4. b. i.,

be granted in part and denied in part for the following reasons and findings of fact:

1. The uniqueness requirement is met due to the corner location of the property,
2. Denial of the variance would have severe consequences for the Petitioner due to the decreased security and privacy on his property,
3. The variance is fair in the light of its effect on neighboring properties, and in the spirit of the zoning ordinance due to neighbor support and no neighbor complaints regarding the fence, and
4. This property is classified as Medium Density Residential under the Master Plan and the proposed variance is not inconsistent with that classification.

Further, that the variance **be granted in part and denied in part** with the following conditions:

1. The variance sought in order to preserve the existing privacy fence running forward from the rear of the house is approved,
2. The variance sought to preserve the privacy fence in the corner side yard which causes the fence/wall misalignment is denied, and the non-compliant fence must be eliminated, and
3. The Petitioner must pay a double permit fee.

ROLL CALL VOTE

AYES: Baringhaus, Testa, Rotondo, Coppola

NAYS: None

ABSENT: Boloven, Klisz, Meagher

PASS/FAIL/TABLED: PASS: PASS

COPPOLA Okay, Motion approved. Do you understand what has happened here? So let me just go through real quick. So, in regards to the variance request, we have a side yard encroachment, 21 feet. That has been that variance has been approved. The fence-to-fence wall misalignment, that branch request has been denied. Okay, so that one has to be correct.

FRIEND Do I just need to put this gate opening even with her wall, with her wall?

COPPOLA Correct. The only other condition then, is that what you have to still file for a permit for the fence, and there'll be a double fence fee. You have to file.

THOMAS If it's rejected, I don't know, do we have to refile?

STIERNA The plan. I mean, we would reject it. We look for a corrected plan. We'll assess the double fee at the time we issue the permit. So, you won't have to apply again, but please give us a revised plan showing that alignment being corrected.

FRIEND This one on the back right here, correct, I'll just draw it like take the same site plan and draw it with this and change that section.

STIERNA And probably a time frame to get them done.

COPPOLA We did not, we did not put a time frame in...

STIERNA Permits are good for six months.

FRIEND I gotta go to court in like a couple weeks. I really want this court to be over with.

COPPOLA I think the City does too.

FRIEND I think I'm leaving Thursday, but I'll be back next week. I'm skipping work we're doing this fence.

BARINGHAUS So, at this point, we're not specifying a timeframe, the court date, the six months you got plenty of timelines to go on.

COPPOLA That brings an end to a long saga for both you and the city.

FRIEND We have to come back here? Do I bring this back part, up to the court? When we go back or are we good?

COPPOLA I think you need to bring, probably the resolution to the court. I don't know, the City Attorney representing the city, they'll provide whatever needs to be provided.

THOMAS Yes, I'll get with Miss Rogers and make sure she has what she needs before we go in court on the 9th.

COPPOLA I don't think our minutes will be approved by then, but I think he'll be good.

TESTA [Inaudible] Mr. Fisher.

FISHER Just yearning to adjourn is, I think....

COPPOLA He's pensive about this to be over. All right, thank you. Thank you again. I'm hoping that next time things go a little more appropriate. If there's a next time for you. Pull the permit and because one permit, that's an official process and you will get an official and final determination, and there won't be any issue with hearsay.

THOMAS Thank you.

BARINGHAUS Okay, thank you.

FISHER Thank you.

STIERNA Congratulations.

ADMINISTRATIVE TASKS

BARINGHAUS Mr. Chairman.

COPPOLA Vice Chair Baringhaus.

BARINGHAUS Thank you, yes. We have minutes to approve. Yeah, we have minutes pending approval. It's from the March 11, 2025 meeting.

COPPOLA Can I get a motion on that?

ROTONDO Motion to approve the minutes.

BARINGHAUS Motion to approve by Mr. Rotondo...

TESTA Support.

BARINGHAUS By Mr. Testa. All those in favor say aye.

The Board voted unanimously to approve the minutes of the March 11, 2025 meeting.

BARINGHAUS Motion is approved. Now, for Mr. Fisher's favorite motion. Motion to adjourn.

COPPOLA Motion to adjourn from Vice Chair Baringhaus. Support from Mr. Rotondo, whether they had it or not. All in favor.

The Board voted unanimously to adjourn the meeting.

There being no further business to come before the Board, the meeting was adjourned at 9:38 p.m.

Gregory G. Coppola, Chairman

Timothy Klisz, Secretary

**AGENDA DATE: October 28, 2025
ZONING BOARD OF APPEALS
CITY OF LIVONIA**

**PROPOSED FINDINGS OF FACT
Pursuant to Zoning Board of Appeals
Rules of Procedure, Rule V-Hearings, Paragraph 7**

- 1. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt:** Should be denied because the alleged practical difficulty does not entail more than a mere inability to earn a higher financial return.
- 2. APPEAL CASE NO. 2025-07-21, Joseph Mooradian on behalf of Lakepointe Yacht Club, 37604 Ann Arbor Rd:** Should be denied because the proposed variance would violate the City policy requiring sign-bearing businesses to choose between variable electronic message signs and big signs, i.e., larger signs than the ordinance would allow.
- 3. APPEAL CASE NO. 2025-07-25, Jesus and Kristina Jimenez, 38560 Morningstar:** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. FURTHER, the proposed variance would violate the City policy of dividing residential areas into a series of small, walled enclosures.
- 4. APPEAL CASE NO. 2025-09-30, Sheldon Center, LLC, on behalf of Lessee Ivy Rehab, 33243 Plymouth:** Should be denied because the alleged practical difficulty does not entail more than mere inability to earn a higher financial return.
- 5. APPEAL CASE NO. 2025-09-31, 3CS Schoolcraft on behalf of Lessee Olla Makki, 37453 Schoolcraft:** Should be denied because the alleged practical difficulty does not entail more than mere inconvenience. If this proposed cosmetological use is better adapted to the zoning district than the district's permitted uses, the property should be rezoned.

FUTURE LAND USE PLAN

**CITY OF LIVONIA
ZONING BOARD OF APPEALS
October 28, 2025 – 7:00 p.m.
Livonia City Hall – Gallery (5th floor)
33000 Civic Center Drive, Livonia, MI**

1. APPEAL CASE NO. 2025-05-15, Najae and Donovan Dixon, Belmond Properties, LLC, on behalf of Socialite Event Lounge, LLC, 16184 Middlebelt:

Seeking to increase the previously approved occupant load from 49 persons to 150 persons to establish a banquet facility, as defined by the Livonia Zoning Ordinance, resulting in a banquet facility in a C-1 zoning district, which is prohibited, and a banquet facility less than 300 feet from a residential zoning district.

FUTURE LAND USE PLAN (FLUP): CORRIDOR COMMERCIAL

2. APPEAL CASE NO. 2025-07-21, Joseph Mooradian on behalf of Lakepointe Yacht Club, 37604 Ann Arbor Road:

Seeking to erect a monument sign with deficient setback from the right-of-way, an excessive total height and base width and also includes an Electronic Message Center (EMC) while the proposed sign is not in compliance with the ordinance.

FUTURE LAND USE PLAN (FLUP): CORRIDOR COMMERCIAL

3. APPEAL CASE NO. 2025-07-25, Kristina and Jesus Jimenez, 38560 Morningstar:

Seeking to erect a privacy fence against an existing chain-link fence resulting in two fences separating properties and a privacy fence erected on a shared property line without neighbor authorization, which is prohibited.

FUTURE LAND USE PLAN (FLUP): LOW DENSITY RESIDENTIAL

4. APPEAL CASE NO. 2025-09-30, Sheldon Center, LLC on behalf of Lessee Ivy Rehab, 33243 Plymouth Road:

Seeking to erect a wall sign resulting in a wall sign erected in excess of allowable sign area.

FUTURE LAND USE PLAN (FLUP): CORRIDOR COMMERCIAL

5. APPEAL CASE NO. 2025-09-31, 3CS Schoolcraft, LLC, on behalf of Lessee Olla Makki, 37453 Schoolcraft:

Seeking to operate a commercial personal services business in an industrial zoned district, which is prohibited.

FUTURE LAND USE PLAN (FLUP): TECH AND MANUFACTURING