ZONING BOARD OF APPEALS

CITY OF LIVONIA

MINUTES OF SPECIAL MEETING HELD TUESDAY, MARCH 30, 2021

Due to COVID-19 A Special Meeting of the Zoning Board of Appeals of the City of Livonia was held on-line via ZOOM on Tuesday, March 30, 2021.

MEMBERS PRESENT: Gregory G. Coppola, Chairman
James M. Baringhaus, Vice Chairman
Christopher N. Boloven
Lisa Fraske
Michael A. Testa
Joel Turbiak

MEMBERS ABSENT: Timothy Klisz, Secretary

OTHERS PRESENT: Mike Fisher, Legal Department
Danielle Garrett, City of Livonia IS
Jim Albus, Inspection Department
Valerie Bertani CEO 9489

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. Six members were present this evening. The chairman asked if anyone wished to be heard by a full Board and no one wished to do so. The Vice Chairman 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 nine (9) people in the audience.

(7:00)

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APPEAL CASE NO. 2021-03-10: An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

Lot Depth:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15235), between Five Mile and Lyndon, Lot. No. 082-99-0036-004, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, "Schedule of Minimum Lot Sizes in R-1 through R-5 Districts."

APPEAL CASE NO. 2021-03-11: An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

Lot Depth:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15251), between Five Mile and Lyndon, Lot. No. 082-99-0036-005, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, "Schedule of Minimum Lot Sizes in R-1 through R-5 Districts."

APPEAL CASE NO. 2021-03-12 An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

Lot Depth:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15273), between Five Mile and Lyndon, Lot. No. 082-99-0036-006, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, "Schedule of Minimum Lot Sizes in R-1 through R-5 Districts."

APPEAL CASE NO. 2021-03-13 An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

Lot Depth:

Required:	120 feet
Existing:	100 feet

Deficient: 20 feet

The property is located on the west side of Fairlane (15287), between Five Mile and Lyndon, Lot. No. 082-99-0036-007, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, “Schedule of Minimum Lot Sizes in R-1 through R-5 Districts.”

Coppola: Alright I see a Michael Wais hand raised so, I’m gonna assume he is representing the petitioner so, I guess go ahead and--why don’t we do this first, just for matter of procedure, what I’m gonna do is--all four cases are similar in nature, the same location, same variance request--well, four adjacent properties with the same variance request. For purposes of hearing, those petitions, I’m gonna combine those tonight. Just as a reminder to the Board, that each of those cases will need to be motioned separately as--when we move to close out those cases. So, with that said, if you could go ahead and--and call the case.

Baringhaus: Okay thank you. (Reads cases.)

Coppola: Okay, thank you. Mr. Albus, anything to add?

Albus: Well, building doesn’t--department does not have anything to add at this time, Mr. Chairman.

Coppola: Alright, thank you. Any questions for the building department? I do have a question for the legal department. Mr. Fisher, this case is basically a--the exact same case we had back in October of last year--October 27th, that there’s a different petitioner but the same property, same variance request. Can you just explain for the benefit of the Board how--how this kind of gets back before us?

Fisher: Okay, well, the--I think that the property has actually changed hands between the petitioner in the last case and the petitioner tonight but that ordinarily in and of itself would not be enough. This petitioner filed an appeal of your decision from last October--whenever it was and--and then subsequently filed another appeal to the ZBA. And I said okay, well we can’t very well have the Judge decide one appeal with another one coming behind it. So, I--we--we consented to have this Board hear this case so you’d have just one package for the court downtown to open instead of multiple packages coming on a twelve days of Christmas kind of basis.

Coppola: Okay. Any questions for Mr. Fisher?

Turbiak: Mr. Chair

Coppola: Mr. Turbiak.

Turbiak: Can you hear me okay?

Fisher: Yeah.

Turbiak: Okay good. So, Mr. Fisher, can you tell us when the appeal was made? So, you're saying it hasn't gone to court yet?

Fisher: Right.

Turbiak: The appeal was made. When was the appeal made?

Fisher: It was made on like the last day that it could be. I think it was December, but I don't--it was--I don't remember the date specifically. It was timely though. It was timely.

Turbiak: Okay. And so you're saying that this will go down to Wayne County Court regardless of how we decide tonight or is it dependent on how we decide tonight.

Fisher: It's already there but I don't know, I guess if you decide to give the petitioner what they wanted that might--they wouldn't have any reason to pursue it further.

Turbiak: Okay, that's kind of what I s--suspected, just wanted to make sure. I--I do have another question about the address and--and I don't know if we have the right person on here, maybe it's an engineering question. At one time, these four properties that are before us tonight were a single property and they had a Five Mile address is my understanding so, couple questions. One, is that correct? And then is there anything that prevents the current owner from reverting to a single property with a Five Mile address?

Fisher: Go ahead.

Albus: You are correct. It--it would be the engineering department that would assign the addresses so, it was originally a Five Mile address. That's all the information I have at this time.

Fisher: The way the--the way the engineering allocates addresses for corner lots is they assign the--typically assign the street number to the--the street on which there's the least frontage. And so it--when you look the--when you look at the street--street layout, it is one long strip like 400 feet long or something. And then there was the 100 feet on the Five Mile side, so that meant Five Mile was the short street and that's how that got the address. I--obviously, addresses in this situation are somewhat academic right now because there's nobody to receive the mail anyway. So, you're--you're--the address I guess is somewhat in flux until some final resolution is made going forward.

Turbiak: Right, I understand, but I guess the other clarification of that question is my--I think we heard at the last meeting on this property--or these properties that it would be difficult if not impossible to get an access to Five Mile and I just want to clarify that it's not required to have access to Five Mile to get a Five Mile address. Is that correct?

Fisher: Okay. No, that--access and address have nothing to do with one another. And in fact you--I'm not sure you would want access to Five Mile. I mean, that means you're rolling out of your driveway into four lanes of traffic.

Turbiak: Not when you have the option to roll onto Fairlane instead. Yeah, no I agree.

Fisher: Yeah, no I wouldn't--I can't imagine somebody building that--the driveway on Five Mile.

Turbiak: Yeah, no, I don't know how that would come into play I just--I remember it was kind of discussed after the resolution of the last meeting and it seem--seemed like it would be good to get that cleared up, up front here.

Fisher: Yeah. No, an address is just a number you write on the envelope to get your mail to the recipient.

Turbiak: Got it. Got it. And then, I don't know if anyone in this meeting would know this information but it seemed that it was discussed in the last meeting that this property that's now four properties, that was formally one property and the property to the West and maybe some other properties were all split off of one parcel at one time. I'm interested if we know when the--the property in question or the properties in question was split from the one directly to the West. Do we have like a year? Any kind of idea?

Fisher: May--maybe some of the people that are here for the case--

Turbiak: Right.

Fisher:--would know but I don't.

Turbiak: Yup. We can ask it again when the petitioner--that's all I have Mr. Chair. Thank you, everyone.

Baringhaus: Mr. Chairman.

Coppola: Mr. Fisher--yes Mr. Baringhaus.

Baringhaus: Yeah, I just have one quick question for the--the inspection department. Back when the case came before us before in October of last year, there was a comment in that file that said that-- it's under the proposed finding of facts for the case at that time, it--it states that it appears that the property could be reconfigured to--to produce as many as three compliant lots. I guess my question is how could it go from three home--four homes to three homes but the lot depth is still fixed at 100 and how--

Fisher: No that--that assumed that you could get the 20 feet, the 20 foot wide--

Baringhaus: Okay, thank you.

Fisher:--strip to--

Baringhaus: Okay, I appreciate it. Thank you. I'm all set.

Coppola: Mr. Fisher, in the petitioner's application, there was a--there was a statement in regards to there--that our prior denial was improper and that realistically there was no valid basis for the denial. But specifically, it talked about the lots that don't have to be adhered to when there is an immovable, physical boundary. And so I'm trying to--not being an lawyer and--and--and not studying the zoning to that level--I think that he sites Zoning Ordinance 4.04 scheduled minimum lots site sizes R-1 through R-5, do--do you have any thoughts or opinions on that position?

Fisher: Well, this is not--the property line there, along the West side, clearly is not an immovable boundary, they just moved it. So, the--an immovable boundary is something like a ravine or a hill or a road, something like that, that's a physical feature of the landscape that you can't--you can't move it. But as long as you're just talking about a line that a surveyor draws, you can move that all day.

Coppola: Okay. Okay. Alright, so let me--any other questions for the inspection department or Mr. Fisher? Seeing none, I'm going to try--hopefully it'll work better than the last meeting to unmute the petitioner.

Wais: See they're controlling all this from their end.

Coppola: So, Mr.--I think it's--I'm gonna probably not pronounce you--I think it's Wais--

Wais: Yes. It's Wais, you got it right the first time, thank you.

Coppola: So, Mr. Wais, name and address first please.

Wais: Sure. My name is Michael Wais. W-A-I-S. My work address is 450 West Fort Street, Royal Oak, Michigan 48067. I'm an attorney at Howard and Howard.

Coppola: Alright, so you're representing the petitioner?

Wais: Yes I do.

Coppola: Okay. So, why don't you--

Wais: Can--can you see me? I don't know how this is--

Coppola: No, we don't--

Wais: Did you want to? I just--

Coppola: Do you want to be seen?

Wais: No, it's--I wore a suit. I--so--I--

Coppola: Oh, heck if you wore a suit then I'm gonna--

Baringhaus: That clinches it.

Coppola:--I'm gonna put you in as a--as a panelist and you'll be the only one that's dressed up though, so. I think you can--we can see you now that you're a panelist.

Wais: Now my camera--how do I hit--

McHenry: Click on start video.

Wais: One second.

Coppola: There you go.

Wais: Wow, neat.

Coppola: And who do you have with you then? Is he gonna be--

Wais: Chuck--Chuck McHenry who you may remember from the last hearing and I'll--what I'd like to do with my time is first begin by responding to the four questions that I heard a little bit earlier, then turn it quickly over to Chuck so we can walk through a couple questions and then I was gonna walk through a couple more legal issues after. I promise we'll be brief if it--if it meets with your approval.

Coppola: Please proceed.

Wais: Sure. With respect to the last--the last matter which obviously I wasn't at, Mike Fish--Mr. Fisher pretty much accurately described it, but we do have the court order and the court order says--signed by both the Judge and by Mr. Fisher, that this--this one is to be decided on the merits. So, in other words, you can't decide it saying, last time. You have to decide on the merits of this petition. With respect to the corner lot, it was Five Mile before it was the City of Livonia. This property existed before there was a city. The--the lot--the house was there before there was a city. The house was split off from its property to the West long before there was a city. I think sometime in the 1940s or even earlier than that but long before there was a city. And with respect to an immovable object, I think--with all due respect to Mr. Fisher, I think he's just wrong. An immovable object is not a ravine because a ravine isn't something that you--you can still get behind the ravine. An immovable object is a property line that can not move backwards. In this case, we cannot get more than 100 feet because there's property behind us that will not sell it to us and will not let us move the boundary. That boundary by definition is not movable. We could move our property line in, but we can't move it out. So, by definition, we are an immovable--we--the 100 feet is immovable and as a result it complies with 4.04b so technically we've complied with everything and we don't really need a variance. I was gonna get into that after I let Mr. McHenry do a few things and explain to you some background. As you know he was here with you last time and when our--when our client acquired the property we couldn't think of anybody more better--more knowledgeable about the property and more qualified to help us answer any questions you have and present our proposal than Mr. McHenry. So, as a result, Mr.

Malinowski hired him and now--I'm sure they can hopefully see you, but if not, if you could say a few things and I'll get back to the legal issues very quickly.

McHenry: Okay, thank you.

Coppola: Mr. McHenry, just--just give us your name and address first.

McHenry: Chuck McHenry with Four Clover Realty. Address is 5339 K-i-e-r-s-t-a-n, Brighton 48114.

Coppola: Great, thank you. Go ahead please.

McHenry: Okay, so, you've hit up on a lot of things already about the--the--the previous petitioner. When we went to get the lot split, we had to submit the plans, have the finished drawings and that so you'd see what was on the outside. One of the--the original issues that we had on the original engineering is that the front porch, because it was covered, was encroaching on the front yard space, so, that had been corrected on the new engineering. The homes sit in a building envelope now that meet the lot square footage, the front, rear, and side yard requirements, and as a matter of fact, this house is actually a little bit shallower than some other areas that I've been involved with where we have to have the 30 foot set back from the back of the house to the lot. We're actually gonna be about 36 feet. So, it gives us a little bit of extra room but like I say, we met with the building envelope. We meet all of the requirements including the lot square footage. So, I don't know if Mike--you wanna--

Wais: Yeah, let me go back. Certainly, if you have questions for Chuck about the specifics of the plans, he certainly can answer those in greater detail. But I have a couple more minutes, I think we'll be able to get through what I wanted to say. First of all, as Mr. McHenry said, all four lots here are buildable. They comply with every requirement of the city, every ordinance. It's replaced a decaying, vacant home that's been vacant for two years and replacing it with four new homes. There will be the taxes for--more taxes for the city, more people--four new people moving into the area which helps businesses in the area. It replaces a decaying home with an appropriate home. The only thing that's--the only variance technically we need is the lot depth. It's 100 feet not 120. As you heard Mr. McHenry say, we're actually 36 feet--the building envelope is 36 feet behind the lot line--

McHnery: The house.

Wais:--The house is 36 feet away from the lot line. So, technically there is a lot of view that's still--that's still remaining back there. But, you know, in terms of 404b, it is immovable because you can not move that back line. That back line is there and since it is immovable, we tried to buy it. They wouldn't sell it to us. Since it is immovable, we technically don't even need a variance because we comply with everything and we don't need to comply with the rear set back because we do comply with everything. But to the extent we do need a variance, I thought I would quickly go through the three things that you focus on in deciding. First of all, the practical difficulty and--about the property. First of all, this home was built in 1948. Before Livonia existed, before the property was zoned. It is now vacant and has been vacant for two years. We cannot--the second point is we can't--we build that home because it encroaches on our neighbor's property. We can't fix it because noone's gonna give us a building permit to--to build on property or to fix property that we can't--that we encroach on somewhere else's. So, we have a piece of property that's sitting there right now that is--has a vacant lot on it, that's not helping anybody. It's hurting the tax base, it's looking bad in the community and we can replace it. As Mr. Fisher pointed out, the house is currently on Five Mile road and the ordinances require it to be on the shorter street which is Fairlane. So, giving us a permit actually puts us into compliance with the ordinance as opposed to being out of compliance with the ordinance. It has already been split into four taxable lots and all four lots comply with the zoning requirements. We can build a house within the zoning requirements. Talking about the difficulty greater than mere inconvenience, first of all, again, we can't fix the existing house. We can't rebuild on Five Mile because of the ordinance saying that we have to be on Fairlane and because we'd be encroaching on our neighbor's property. Leaving the house vacant is not an option that makes sense. Tearing the house down and leaving the property unbuilt is both unfair and it doesn't make sense for the City of Livonia. They have four new houses which would give you four new taxes--four new tax bases. Plus, the people that move in would be buying things in the community which helps everybody. And the third and final thing I wanted to mention obviously, is the fairness to the neighbors. First of all, 20 feet on the back of the property is such a non-material portion of property that we really shouldn't be fighting over it, but as I pointed out, their sight line is as good as anybody's else's because there's 36 feet from the back of the house to the back of the property. So, they're actually getting more view than they're legally entitled to have. It again helps them because it replaces a vacant house that's decaying. It can't look good in the neighborhood. Who knows what it can turn into if it just stays there and continues to get worse and worse and worse. It's not helping the neighborhood. By giving us the permit, it complies with the ordinances and let's the property built that complies. New houses help the property values go up, increases taxes to the city and everything else. I do thank you for your time and I--I'm certainly willing to answer any questions that anybody has as is Mr. McHenry. I think we're qualified, and I think it's--it's clear that we do. As Mr. Fisher did point out--to answer one more question--our appeal was timely and yes if this gets solved, we'd have no reason to appeal and as we explained to Mr. Fisher--I think Mr. Fisher spoke to my partner in fairness to him, John Karmo--although--Johnathon Karmo--although Mr. Fisher and I certainly do know each other, I don't think I had any conversations with you on this issue, Mike.

Fisher: (Inaudible)

Wais: The reason why we filed an application--a new application with the ZBA with you and a new--an appeal is we weren't sure which one we had to do and we didn't wanna get in the trick bag of picking the wrong one and then say no, no, no, you had to do this one and you didn't do it timely. So, we did them both timely and then said we realized it doesn't make sense to do two, Mike, which one do you wanna pick and he said well, let's go back before--before you. If you grant it on the merits then there's no reason to appeal and if not we get back so, we just didn't want to be caught in a trick bag by having pick the wrong--the wrong item. It wasn't--there was never any plan of doing both at the same time. That would have been foolish and we spoke to Mike about it immediately and were able to work through language together with his assistance that let's us be back before you on the merits.

Coppola: Okay, thank you. So, question for Mr. McHenry. Is it possible for there to be a home built--I guess the question would be--I don't even know if you need to combine the lots when you could have a tear down the old home, build a single home or you'd maybe have to combine the lots. Go back, re-combine the lots, build--tear down the home, build a single home on that property, is--is it possible?

McHenry: To build just a single home? If you tear down the home and to build another, sure, you could build one home there.

Coppola: Why would you not do that?

Wais: It e--

McHenry: Go ahead.

Wais: It encroaches on the--

McHenry: Yeah the home--the home that's there--the reason that we tried to buy the additional property to begin with is because the house is almost two feet in some areas onto the neighbor's property.So, the home there--the originally thought was to possibly renovate the home and bring it up to current codes but it's just--you can't because number one, it encroaches. The work that needs to be done in that house now--the only thing I--I saw that looks like it's been updated since 1948 was the electrical panel and so, everything would have had to be re-done and that--it would have been not economically feasible to do that to be able to make the numbers work for someone to finish that so--you know-- if we had-- we bought that other property--you know--we still would, as it turned out from what we're seeing, once the house was empty, there's--there's issues with that. The house does need to come down. There's issues on the inside where it looks like there had been some leaking in there and there also had been asbestos because of the age of the home so, it--it needs to go.

Coppola: No, I appreciate the--the issues in regards to the home as it exists today but the question was, is it possible to tear down that house, combine the lots, and build a single house?

Wais: There's no lot--which--which lots you asking to combine, the four that we have or the lot that we tried to buy next to us that wouldn't let us combine with it? I'm not--

Coppola: No, the four lots that you currently have.

Wais: Combine and just--

Coppola: Right now, just assuming that nothing's changed, none of the--the four lots separate are not buildable due to the set back issue which you're trying to--which we're adjudicating tonight, the question is though, not withstanding--getting a correction you--so you'd have to combine all four lots to make it a buildable lot because then you'd switch off to--then you'd have a Five Mile address again and you'd have enough lot depth to build. So, the question is, could you tear--combine those lots, tear down the existing house, and build a new home.

Wais: Right now, the lot that's--that would be on the corner of Five Mile and Fairlane is not--it has the same 100 foot depth--

Coppola: That's why we--that's why I suggested combing all four lots, tearing down the old home, and building a new home.

Wais: We're tearing down the new home is part of what we're doing--

Coppola: I understand--

Wais: --We're tearing down that old home--

Coppola:-- I'm asking you as an alternative is it possible?

Wais: No and I'm trying to explain why. Maybe I--

Coppola: It's not possible to--to combine four lots, tear down an old house and put a new house up?

Wais: It is possible to combine all the--to recombine the four lots that have already been separated and put them back together. It is possible to tear down the home. But if you just want to build on the front part of that lot--

Coppola: That's what I was asking. I was asking to combine four, tear down the old one, build a new one.

Wais: You can't build a new one where it is because it encroaches. You'd have--

Coppola: I didn't suggest that, I just said build a new one. Well, let me be more clear. Build a new one in compliance with the zoning.

Wais: And it would have the exact same 100- foot setback problem because you can't build it on five mile--

Coppola: Not--Not if you combine the four lots.

Wais: No, it still has--you--the only way--you'd still have the same rear which goes to the house to the West. It's still the same rear. It's still the same rear. We're building a house in the same place. It has the same rear problem, that it's 100--it's 100 feet no matter where you put it. You're trying to say go back, not West, go South I guess what it would be--

Coppola: No, I'm suggesting that--that if you combine--basically, if you combine the four lots, pursuant to the rules, now you'll have a Five Mile address. So, no your rear of the--of your--of your lot is at the back--it's down--you know--whatever it is. 100 feet, 400 feet down Fairlane. The front of your house is facing Five Mile.--

Wais: But that's not--

Coppola: --Now you could build a house. You'd have a buildable lot and you could build a house if you tore down the old one. That's what I'm suggesting.

Wais: I don't think you can because again, you'd--you'd--you'd have to turn the--right now the house is--that we're building would be facing Fairlane and they're wider on Fairlane than they would be the other way. Now you wanna turn that house, it's gonna have to encroach on the property next door or it can't be built within the envelope. The only way it's build in the envelope is turning it this way. So, it's--soit can go forward together--

Coppola: Well--

Wais: --If you wanna turn it this way--

Coppola: You necessarily may not have to build that footprint but you could--could you build a house on a combine four lots with a--with a front facing on Five Mile.

Wais: You could build a house with no square footage that nobody's gonna wanna build. I mean, if that's what your question is, you can build a nothing but I don't even think that complies. But we haven't looked at it--we can't certainly build the exact same house we wanna build and only build one, that doesn't work. It doesn't comply and to say could we come up with some plan to theoretically--these other three lots which are all buildable lots and not build them and not develop them and not get the tax benefit of them to the city, could we do all that? I--I don't even--we haven't even looked into it because it makes no economic sense and I don't think it works because again, it doesn't--it won't fit as is. You--I mean--the house is longer on--on Fairlane as is. So, if you turn it, it--it--it's longer on Five Mile Road and therefore it encroaches on the neighboring property. To shrink the house, what do you do then, make it a long lot going all the way back? It'd be the funniest house I've ever seen. So, it just has a very small front and goes all the way back. That--

Turbiak: Mr. Chair.

Coppola: That's how some of the houses next to it are currently situated but okay, I've asked the question, not sure I've got an answer. I'll open it up for questions.

Turbiak: Mr. Chair.

Coppola: Mr. Turbiak.

Turbiak: Thank you. Through the chair to Mr. Wais. Just to your last point there about not being able to turn the house 90 degrees, the lots--three of the lots that you proposed are 84 feet wide, the remaining one is a little larger, it's 97 and some change. The frontage on Five Mile is 100 feet, so that's wider than three of--well, all four of them really. But basically, three of them, so there's enough room to turn that house 90 degrees and front it to Five Mile. So, you wouldn't have to distort it and stretch it out or anything.

Wais: I don't think it--

Turbiak: Do--do you agree with that?

Wais: What he's saying--if you turn--this is Five Mile--if you turn this house-- this--so, it faces Five Mile as apposed to facing Fairlane, does it fit? Does it--

McHenry: Yeah, would as your 84 and this is 100?

Wais: So, it would--

McHenry: It would then if you turn--

Wais: It's only sixteen--it only has--it has--it only has sixteen feet left. I mean on the sides is it--is it gonna hit the sides?

Turbiak: No--

Wais: You have to have set--

Turbiak:-- it's sixteen feet wider.

McHenry: Yeah, you still have the--yeah--sixteen feet wider on the Five Mile. This is 84, fitting the building envelope, this is 100. So, turning it would--

Wais: And then of course it's on Five Mile, which it's not supposed to be on but that's a different issue. Your ordinances say it's supposed to be on Fairlane. So, we'd be leaving three lots vacant that are otherwise buildable and otherwise qualify. We'd be violating the ordinance by being on Five Mile when there's no logical reason to do this. Because we're--

Turbiak: I don't--I don't understand what you--what ordinance is violates by being on Five Mile. We discussed before we opened it up to the petitioner that we could have a Five Mile. The address is just a mailing address, right? And we could have access off of Fairlane which I think would be preferable anyways. I don't know why you'd wanna drive into Five Mile in and out--

Wais: You wouldn't--

Turbiak:--to get to your--

Wais:--and we wouldn't wanna border Five Mile either. I mean you have--I mean, who's gonna wanna buy a house on Five Mile--on Five Mile, a main street when they could be on a side street. No one's gonna wanna do that. No one's gonna wanna build a house when you have three additional pieces of property that you have to keep vacant. You--you--you're creating a situation when you just make it unbuildable. There's no logical--

Turbiak: Well--

Wais: --reason to tear that house down and build a house that no one wants to buy, facing a street that no one would wanna face if you don't have to. It's just, you're gonna end up with a piece of property that's gonna sit vacant forever and the house is gonna deteriorate and you know--I don't know what happens but it doesn't make sense for 20--when you could have four buildable lots and it fits perfectly on four, you've already separated them, you get the taxes for four, the property goes up in the area. No more vacant house, no more decaying house, and you still have 36 feet of sightline in the back from the house to the property line and again, it qualifies under 4.04b.

Turbiak: Okay. A couple things, may I Mr. Wais?

Wais: Sure.

Turbiak: Okay, thanks. Yeah, no, I--I've heard your--your arguments and I understand them, but just circling back to your comment there about not wanting it to face Five Mile. If--if the house were to face Fairlane, you'd then--you know--your side yard would be facing Five Mile and you wouldn't have no privacy. I mean, I'd rather have a house and--and be able to hide behind it to have my gatherings and only have the side yard facing a less traveled st--street like Fairlane and also, to your point about 4.04, you--I--if you own that property, you could move it, right?

Wais: No, if--we don't own the property--if we turned the house so it fit--so it faces Fairlane as you said, or as I said, then we don't have 100 feet behind--we have the same problem that we have right now because it faces Fairlane. To build it the way you wanna build it, again, you would look out--out your front door at Five Mile Road. Maybe you would prefer to look at--at Five Mile out your front door and have the back be behind Five Mile. I--I don't think I would. I'm not sure any builder would. That's why people don't choose to build on a main street if they don't have to, they choose to build on a side street. It--it wouldn't--you know--you could put up a--you could put up a fence on the side to block off--if you go out your back yard to Five Mile, but you can't put a fence in front of your house to block the view of Five Mile. So, you could go out and get privacy in the back yard with--if you're facing Fairlane, simply by putting up a fence and that gives you your privacy in the back yard. To do it your way, your front yard looks at Five Mile, that's what you look at and your can't block that at all. Period. You can't put a fence in front of your house, it would look terrible. And you just made a house that no one's gonna wanna build or buy. And--and you've avoided three more houses that you can build, that qualify. Instead you're--

Turbiak: Yeah, just to be clear, it's not a house that I wanna build, it's just a house that's being proposed for the sake of the discussion here and also, I believe our ordinance would not allow you to directly build a fence, you'd probably need a variance for that as well.

Wais: Okay, but I'm saying, you most likely would--it'd be much easier to get a variance for a fence so you could block your rear yard if you wanted to and get privacy then to block the front of your house. You've now--I could guarantee you that--speaking with Michael--he would not build a house facing Five Mile. He-- nobody would wanna buy it. It would make no logical sense. He would be tearing down a house to build something that no one wants to buy. He'll just leave the vacant property up there and it's--you know--and we'll go to--we'll--we'll--we'll deal with all the remedies after if that's what we have to do but--you know--we qualify. We meet all--each lot meets the requirements and because we cannot move the property to the West, it is by definition, immovable. We tried to buy it. That's the only way to move that property line. She refused and we tried over and over. They tried initially before when Mrs. Long owned the property and we've tried afterwards and she said no both times. It's not movable. So therefore--

Turbiak: Okay.

Wais:--under 4.04b, you--you do not have to have the rear set back. It clearly says that. This is--this is your ordinances, not mine. I certainly can read it if you want. I actually brought it.

Turbiak: That's not necessary. I read it. I have it here as well.

Wais: Okay.

Turbiak: Yeah, no, and--and I think my point still stands. If--if you own the property, you--you could move it. It's a line on a piece of paper. It's not an immovable object. I have a question about your answer to--

Wais: No, you're missing--Joel--Joel, with all due respect, you're missing the point. We can't move the line to the West. We don't own the property to the West. We can't move that line. Period. And you can keep saying--

Turbiak: If you owned it you could. If you owned it you could--

Wais: We tried to buy it. They won't sell it to us. So, it's not movable--

Turbiak: Okay.

Wais:--because--because nobody will sell us that property line, that property line will not move. It's an immovable object. If the--

Turbiak: Okay.

Wais:--world was different. If she would sell it, then we wouldn't need a variance and we'd have the property. But we can't, so by definition, it's not movable.

Turbiak: Okay, well, I think we have a difference of opinion and I guess it'll be settled eventually, but I'd like to move on to another question if you don't mind.

Wais: Sure.

Turbiak: Okay. In your response to question number three on the application it--I believe it was in number three--it says that there's an agreement--yeah here it is in the third paragraph, it says there is an agreement with the neighboring property to allow for an easement but had been un--unsuccessful. A signed agreement exists with the neighboring property but the owner refuses to abide by it, rendering the neighboring property an immovable barrier. Can you just tell me more about this agreement and what--what it details?

Wais: Sure. Mrs.--Mrs. Long had an agreement that she thought she had with the--with the--with the--her neighbor to the West and neighbor to the West said no that's not enforceable, I'm not agreeing to it. Mr. McHenry and others tried to get her to sell the property at that point in time, she refused. Now, there's nothing that we can do about that agreement because Mrs. Long doesn't own the property anymore So, it can't be enforced, even if it was enforceable, which is questionable whether it was enforceable or not. But, we did try to get an easement, she said no. We did try to buy the property, she said no. And now it's unenforceable anyways because like I said, it was an agreement between Mrs. Long and the owner to the West. And Mrs. Long doesn't own the property anymore. It was just basically a background fact. It wasn't meant to confuse, it was just trying to explain that we tried to move that barrier unsuccessfully, both by buying it and by getting an easement.

Turbiak: Okay. I appreciate that explanation. Have you--you know--I think this is unlikely but it was just a thought. Have you considered reaching out to the Livonia Historic Commission to see if they have any interest in the--in the house and would--you know--potentially provide funds for relocating it--you know--reducing the--the demolition costs?

Wais: I--no--I--for--I'm not a builder, I'm just an attorney so I can't tell you that I would know better but from listening to Mr. McHenry, with the--with the--with the roof leaking, with asbestos being in the property, I'm not sure it makes any logical or legal sense to even move the property. With asbestos in it, I don't know why the City of Livonia would wanna take property that--that has things in it that you have and then risk moving it which would allow the asbestos to escape. I don't think that makes any sense for anybody but I'm just an attorney.

Turbiak: Okay. Thanks for clarifying that. I wasn't aware of the asbestos, but that-- I agree with you. It doesn't make sense.

Wais: I think Mr. McHenry explained that is--is it correct Chuck?

McHenry: Yeah, the-- I've had other areas that I've been involved--builders that when we have a house like this, because if the issues with the house, the cost to try to renovate it, to be quite honest with you, it would be a great house for the Livonia Fire Department to come in and burn and use it for training. Seriously. For--I--I've had--I was in a subdivision in Wixom where there was a house similar to this and we called in the--it was volunteer fire department. We came in and it was--became a training home for them, so, I mean, that's the only use that I can see for it right now.

Fraske: Mr. Chair.

Coppola: Ms. Fraske.

Fraske: When was the property transferred in ownership from Susan Long to the current owner?

Wais: Sometime--sometime last year. I can't--in the fall I think?

McHenry: December.

Wais: Oh, December, I'm sorry.

Fraske: And did the new owner--was it disclosed all of the--the things that were going on as far as the not being in--within the ordinance, was--how was that conveyed to the new owner?

Wais: We were aware--we were aware that Ms.--that Ms. Long--or Ms. Long did try to obtain a variance through you. We were aware that it was unsuccessful. So, we knew the situation if that's what you're asking. She--she did not lie to us if that's what you're suggesting. We knew the situation. We knew that we would need to--if we were going to build and if we were going to have a chance to do anything on this property, we would need to either go through a litigation, which hopefully doesn't happen, or get your approval.

Fraske: I'm not suggesting she lied, I'm just suggesting that the new owner knew that at that time, they weren't buildable for four lots. Is that correct?

Wais: We knew that you said it wasn't buildable. We still believe it is. But that's correct.

Fraske: Okay, okay thank you.

Baringhaus: Mr. Chairman. Thank you. Question, going back, when did it first become apparent that that older home was encroaching on the other piece of property. How many--

Wais: I didn't catch what you said, when did we first become aware, is that what you're asking?

Baringhaus: Yeah, when--yeah, going back on the history of the property, when did the owners become aware that that property was encroaching on the property to the West.

Wais: You know, I don't know cause I never spoke to Mrs. Long. But, my understanding is at one point in time the property was all commonly owned by one family and then it was divided up amongst that family. So, I presume the second that house was built in--you know--back in 1948, it encroached. And I don't think anybody knew it did cause there were two family members who got along and didn't care and nobody said anything. And then I believe what happened is Mrs. long tried to sell property and at that point in time, there was a survey done and was said wait a second this house sits on property that you don't own. I believe that's when it happened and that lead to some of the situations, but I don't think there was ever a threat by the person to the West to evict Ms. Long or say you've encroached but I do know--at least my understanding is that's when they found out--when she was trying to sell her property and then somebody was trying to buy and they said well, I can't get a mortgage on property when the house is on a lot that I don't even--is on property that I don't know. My mortgage property won't let me buy it because you don't have title to the house, you have title to most of the house. And that's when the problem was discovered, I believe based upon information I was told.

Baringhaus: Okay because--yeah--that--that's kind of the direction I was going in. I saw that at one point those properties were commonly owned within the family like you indicated but there was never any effort to correct it at least get the property lines adjusted so that--

Wais: Now that--

Baringhaus: --it would be legal down the road, in my--

Wais: There was--there was an effort to do--that's what the easement was trying to do. The easement was trying to say, hey, we encroach on your property, you know that we--now--now we realize we encroach on your property, sell us that three feet, sell us--you know--some of the back so we can--you know--have more of a setback and at the very least, give us an easement for the three feet so I can sell my property and they can buy my house because no one's gonna give them a mortgage if they don't own the property. And that agreement that Ms. Long thought she had fell apart. She chose not to fight with her family members--you know--sometimes family member don't wanna fight with each other. So, they chose not to fight. They chose just to dis--agree to disagree and then eventually she sold the property to Mr. Malinowski.

Baringhaus: Well, that--that's kind of my point. I mean, they had--you know they had years to fix this within the family and I didn't see--at least in our case where there was any effort to do that. I don't know if you're aware of any effort that was done within the family to correct this.--

Wais: That's what the easement--

Baringhaus; If there was a--yeah--that if there was some future sale then all of this would be lined up properly.

McHenry: Well what happened when the--the people next door are no longer, to my knowledge, related to the Longs.

Wais: Oh. Okay. I’m--

McHenry: It was--

Baringhaus: Right, I’m going--I’m going back before.

McHenry: Yes, that is was--but they--there was no knowledge of that because the--the--the engineering that was completed back when--I forget when they did that--I gotta believe maybe even before Fairlane was in, that the--what ended up showing up on the tax records in Livonia was different than what was on the survey with the engineer who got--I’m sure he’s not with us any longer to be honest with you. So, I think that’s--

Baringhaus: Yeah cause there was another--there was a sale on--I thought it was 2006, and there was actually a survey done by Century 21. I think it was missed then.

McHenry: Yeah, well, what I think happened--it was right around that time--I believe it was right around in the 2004 area--

Baringhaus: Right.

McHenry:--maybe even a little bit before--

Baringhaus: Sure. Give or take.

McHenry: --they did not require mortgage surveys.

Baringhaus: Okay.

McHenry: So, had there been a survey, they don’t stake the lot but they will go in--if--if they see a problem then they’ll go back and--and look at it a little bit closer and that’s--and this--for the life of me, I can’t understand why they don’t require a mortgage survey anymore because this was--would have been caught. They would have seen that house there and it would’ve--now--so now you have a situation where the people next door, if they go to sell--you know--first of all, if their mortgage company finds out about this, that could be a problem. But if they go to sell, no one’s gonna give them a mortgage if you have another house encroaching on that. Just as the Long’s house, if you were trying to sell that property, you’re not gonna get a mortgage because it’s sitting on the neighbor’s property.

Baringhaus: Okay. Okay. Thank you very much.

Testa: Mr. Chair. I’d like to ask some questions to the petitioner.

Coppola: Mr. Testa. Please proceed.

Testa: Mr. Wais, multiple times you've said no one would wanna build a house facing Five Mile, but just in December someone purchased the house. This house. Facing Five Mile. Is that not correct?

Wais: We purchased it facing Five Mile with the understand we had to take it down because the property encroaches on--the house encroaches on someone else's property and we can't fix it because of the structural problems, the asbestos problems, the leaking problems. So, we bought it realizing that we--in order to actually use it we'd have to tear it down and build new property.

Testa: Okay,if I look to the East and to the West, both on North and South of Five Mile, there--there are homes that face Five Mile and they--their frontage is much shortage than the depth of their lot. So, if you look--obviously you know the house directly to the West and the house directly to the West of that house is also facing Five Mile with a narrow frontage and a very long depth. So, I think that's what Mr--or Chairman Coppola was getting at with his first questions is, why couldn't you do that with this lot here. Recombine those four homes together. Build your house facing Five Mile or--and then have a very deep lot just like your neighbors to the--

Wais: Because--

Testa:--East and to the West.

Wais: Why--why the neighbors to the East and West build their houses, however many years ago, they build their houses, I don't know. But today, to wanna build a house that faces Five Mile if you have a choice not to, it doesn't make sense to do that. No one would want to consciously do that and Michael Malinowski will not build a house that faces Five Mile, to--to take down a house and to build another house that he knows he will not be able to sell and get any money out of. So, to--he'd just walk away is a better idea. Leave the house vacant, walk away. And that solves nothing. To build--when you have enough property that you can legally build four houses--to build one that will not sell and that you'll lose money on, the alternative is to walk away and that's not an alternative that benefits the city, benefits the neighbors, benefits anybody.

Testa: So, what would you say your hardship is? Because I--I'm not seeing the hardship because you have an option to--to build the house as Chairman Coppola laid out. I just--

Wais: I don't have an option.

Testa:--reiterated it. It is physically possible. It's just you don't--you want--he just doesn't want to do that. So, what is the hardship. You have an option and you're choosing not to do that, so, what is your hardship then?

Wais: The hardship is I have property that is built big enough to build four houses, that qualifies to build four houses and you're not gonna let me build four houses, that's hardship number one. Hardship number two is, you're asking me to build a house that I know nobody would wanna buy and I know if I build it, I'm gonna lose money on it. That's hardship number two. Just cause you can build something--you can physically do whatever you want. But if no one's gonna wanna buy it and if you have to build it and lose money at it, that doesn't work. The fact that this property is--is--is in the position that it's in because it was zoned--because the property existed before Livonia even existed as a city makes no sense that you're gonna put that requirement and say well, build something that no one wants to buy. That is a hardship. Build something where you're gonna lose money. That is a hardship. Having three pieces of property that you're taxed on in the back, that you can't build on is a hardship. Leaving the house up because I'm not gonna tear it, not building, is a hardship. Then I have decaying property on this lot and that's a hardship. There is no logical reason, again, if you're answer is gonna be build something that we're gonna lose money at building and then tear something down, you're not gonna make the money for doing that either. So, lost money tearing it down. Lose money building a house. The answer is we'll leave the house as is and we'll walk away and then we'll commence litigation. But, we're not gonna put more money in and lose it. That just doesn't make any sense. Right now, we have a solution that totally complies with your ordinances and it sounds like we're not gonna get anywhere but that's--at least from these questions, but we comply with the ordinance and we--and to deny this over 20 feet in the back when 4.04 says you do not look at the back if you otherwise fit within the building envelope and we do. So, your ordinance says you don't deal with it, so we comply and we have the right to build four lots. And if you wanna deny us that right--I don't wanna threaten with what's gonna happen next but I think Mike knows what's gonna happen next. I don't wanna do that. I don't wanna be involved in litigation and neither does Mike. We're here to solve a problem. That's why we started off by moving the patio back in--in response to what was done wrong the last time, so we could fit it within the--within the--the building envelope. We came with something that is perfect. It fully and completely complies. And the only thing it doesn't comply with is the back setback that your own ordinance says you don't look at if it otherwise complies. So, as a result we have a fully compliant four lots. If you don't let us build then--it can get you taxes and get your four new residents that--people shopping in the community. I'm not sure why we're even having a fight. It's --

Coppola: Excuse, Mr. Wais. You'll get an opportunity to make a closing statement when we get to the back end of this. Is there any other questions for the petitioners?

Testa: Yeah, sorry, I'd like to continue. So, we can't take into account your--your financial hardship. It's just not a hardship. You--you keep saying that' you're in compliance but then you admit that you're not because of the setback. So, I do wanna make that distinction--

Wais: No, if you read--Sir--if you read your own ordinance, it says lot depth requirements as stated above need not be adhered to where immovable physical limitations exists provided all other minimum area and width requirements are met. We meet all minimum area and width requirements. As a result, the one thing that we don't comply with, we need not comply with under your ordinance. So, we do qualify under your ordinance and you can take into account--you--obviously the fact that we could make more money--you're right, you can't take that into account. But the fact that if we would build we would not make--we would lose money to tear the house down and build a house that no one wants to build. That is a practical difficulty. That is a fact. We are not gonna build a house where we're gonna lose money by taking something down and we're not gonna be able to sell it for what we paid for it. That makes no sense. That is something you can consider and it's something that you have to consider because it is a difficulty greater than mere inconvenience. It is a difficulty when you can't build something and sell it for what you paid for it. No one's gonna do that. You wouldn't do it if you owned the property. If I told you right now that you could have my house and you can have--and you could build something on it for $200,000 but you could only sell it for 100 because no one's gonna wanna buy it, you'd call me an idiot for paying me 200 grand. You wouldn't do it. We're not gonna pay 200 grand to build something that we'd have to sell for less and then tear something else down. It'll never happen.

Testa: So, I--I do understand your point about 1948, that the city wasn't yet established and--and the house was there and then the zoning came afterwards but the splitting of these parcels came afterwards when we were a city and when there were zoning ordinances and they were split off with a deficient setback to--if you were gonna build homes on Fairlane so, I--I think that point sticks with me is that when whoever--I know it wasn't the petitioning people today but the people who did split this parcel off, did so knowing that there wasn't 100--120 feet setback to build four homes or three homes facing Fairlane. So, I--I--that--I--I know you can't change but that's just--it's just fact that there were ordinances when they did this and it doesn't comply.

Wais: You're right except you're wrong. You're right that there were ordinances when you did it. You were right that they knew that when they split it it was only 100 feet but you allowed the split. We're paying for the split. And because of 404b, it does comply because we don't have to hit the 120 when you have otherwise hit everything else. That's what your ordinance says. So, we have four lots that are compliant, and you don't wanna see that or acknowledge it but that's what your ordinance says. And we have the right to build these lots and earn money for the City of Livonia and we'd love the right to do that.

Coppola: Any questions?

Testa: Okay, thank you. Yeah, can I ask to Mr. Fisher if he wants to maybe rebut what he initially said and then he now is being challenged on? Has his legal opinion changed? I--my guess is not but I'd like to directly hear from Mr. Fisher.

Fisher: You asking me about the immovable boundary question?

Testa: Yes. Yes.

Fisher: No, that's--immovable--an immovable boundary concept is a familiar concept in zoning law.

Testa: Okay.

Fisher: And it's not a line--I mean that--that line's not immovable. Eventually, if you give that lady enough money, she'll probably let you move the line. So--or at least that's what you would expect in a capitalist society, so.

Testa: Okay and it goes hand and hand--his--his other point that he doesn't--that they don't need 120 feet setback because they comply with everything else. Do--do you have a legal opinion on that?

Fisher: Well, technically it's not a setback it's the lot depth.

Testa: Yeah, sorry--I'm sorry, lot depth.

Fisher: And--and I think, if you're deficient in your lot depth, you're deficient. Now, as to the business about the city approving these splits, under the Land Division Act, the city has to approve splits that are brought to the city for--by the property owner unless there's a deficiency in area, width, or depth to frontage ratio requirement and that--this--none of these for splits have that problem--have any of those problems. So, we wouldn't--the city had no discretion to say no we won't split this.

Testa: Okay. So, your legal opinion is that they are not in compliance with the depth of the lot at 100 feet given everything else being within the--the zoning ordinance.

Fisher: I would have said it--you're public notice for tonight's meeting is correct.

Testa: Okay. Thank you.

Coppola: Any other questions for the petitioner.

Boloven: Mr. Chair.

Coppola: Mr. Boloven.

Boloven: Question for Mr. Wais, how much did Mr. Malinowski purchase the property for? All parcels?

Wais: I don't know the number. I'm not sure why that's public information. I--I know it was certainly a lot less as a result of the issues that we knew we had to face. I think I know the number but I'm not sure that it's relevant. Can I ask you why I have to disclose it?

Boloven: Well, I'm looking at--public record shows $53,500. I just wanna confirm is that for one lot--

Wais: Oh. Okay.

Boloven: --or is that--

Wais: That was for all the property combined.

Boloven: So, all four properties are $53,500.

Wais: Correct.

Boloven: That's all I got, Mr. Chair. Thank you.

Coppola: Alright, thank you. Anybody else have any questions?

Baringhaus: Mr. Chairman.

Coppola: Vice Chair Baringhaus.

Baringhaus: Okay. Yeah, going back to the discussions when there was an attempt to buy that 20--20 foot strip of property from the neighbor to the West, was it ever presented in terms of using that property to establish like maybe a green belt between the two properties? Seems like there's a lot of emphasis on privacy and natural beauty in the area. I don't know if that--I guess my question is this, was that approach ever taken with that neighbor?

McHenry: No. The--the attempt was to buy the--the property in the back. Now if you've--I don't know if you've been by their property but they've got a--a travel trailer sitting back there that's had a blue tarp hanging off the side of it for about six months if--if not longer. They've got a car that I'd probably guess hasn't had license plates for quite a while that's sitting back there. So, that's--that's the view that they see before you go to the--to the furthest portion of the property, so I don't think a green belt would be that important to her and--and actually, to your point, we--right now, besides the house encroaching on the property next door--I believe it's the Hess' there's a shed that actually has come down, but there's also a garage that goes to the lot line, so, the Hess' view will actually get better because--because of the garage and the shed that was there. But with the garage and the house, they're gonna pick up an additional 36 feet. So, their sight line will actually get--maybe--plus or minus 36 feet because it was showing this house was roughly 36 feet off of the rear lot line. So, that house is actually gonna set further to the East of where the current garage and house is, so it's gonna make a better view for them. So, essentially it is a green belt if you wanna call it that.

Baringhaus: The only question I have is the--for--the four homes that you're proposing, it looks like they have a 30 foot front yard setback and looking at the homes within the neighborhood in the general area, they seem to sit quite a bit further back from the street. How do you reconcile those differences in designs or layouts on the property?

Wais: I mean, we wanted to make sure the layout complied with the zoning ordinance and it does. And that there was--and that we could build within the building envelope and it does. If we moved it farther back then we'd eliminate--we'd increase the problem in the backyard. We thought it's much better to have a larger sight line in the back, which is 36 feet, then to have less. We wanted to make sure we built within the building requirements. If you want us to move it slightly farther back, I--I don't think we'd have an issue with it if that's what the request is.

Baringhaus: No, I was just curious about the thought process that went into the proposed layout that we're seeing this evening.

McHenry: If we move it back--

Wais: Well if it moves back too far, we'd lose a lot because--

McHenry: I think they're pretty close to the limit right now based on the engineer.

Baringhaus: Okay, thank you.

Coppola: Anything else for the petitioner? Alright, seeing none, what I'm gonna do--Mr. Wais, Mr. McHenry, I'm gonna put you on mute and we're gonna go ahead and take audience participation and we'll go ahead and read the correspondence. Okay, Mr. Curry, I'm gonna go ahead and unmute you first. Alright, Mr. Curry, if you could give us your name and address first.

C. Curry: Yes, my name is Claude Curry. 15145 Fairlane. Our property is directly to the South of the property in question.

Coppola: Okay.

C. Curry: We moved in there--and I'm gonna talk about aesthetics, I don't know if the attorney cares about that but we moved in there 36 years ago because we love the area, we love Fairlane. There are houses all along Fairlane that are--each one of them is different. Each one of them has a very large lot. Some of them an acre of more. And we have almost an acre and we love it. And we see these homes as actually decreasing the value of our property and maybe the properties all along Fairlane. Also, if somebody were to build a house on Bob Long's former property--I don't know if you know who Bob Long is, but he owned that house that you guys are talking about--they could be 200 feet off of Five Mile and that would be a beautiful house. There's many houses along Five Mile. I walk that area all the time. I ride my bike in that area all the time. There are many houses facing Five Mile. So, I--I don't know why they're saying a house facing Five Mile is bad, but I think it--it should be just fine and we don't wanna see--you know--four houses jammed next to our house, it might decrease the property of our house.

Coppola: Okay, anything else.

C. Curry: That's it. Well, my wife might have something.

L. Curry: Hi.

Coppola: Alright, I'll need your name and address first, just for the record.

L. Curry: Hi this is Linda Curry. And my address is 15145 Fairlane and I live with Claude Curry and South of the property in question and my thinking is--and I think you guys kind of brought it up--but I--they created their own hardship by creating lots that don't fit the zoning rules. And Michelle Long never lived in that house. She--she inherited it from her father when he passed away a couple years ago and to me, it just looks like a big money making project at the cost of hurting the ambiance of our neighborhood. So, that's my main concern. I did send you guys a letter with a lot of--lot more lengthy, wordy objections but that kind of sums it up. Thank you guys.

Coppola: Alright, well thank you. Your--your correspondence will be a part of the record but because you had an opportunity to speak it won't be--it won't read on--in tonight's hearing but thank you. Alright, I saw Mr.--I'm gonna do Mr. Bacon next. You have your hand raised, Mr. Bacon, I'm gonna unmute you. Alright, Mr. Bacon, name and address first please.

Bacon: Hi there, my name is Matt Bacon. I'm the son-in-law of Laura and Gary Hess. Laura is here with me tonight. Just kind of helping her out while Mr. Hess is incapacitated. I'll let Laura announce her name and address.

Hess: Hi, this is Laura Hess. I live at 34685 Five Mile Road, Livonia.

Coppola: Alright, thank you. Please proceed.

Bacon: I just want to clarify some of the statements that were made by Mr. Wais in--in concern--or in relations to the encroachment that current home next to the Hess' property encroaches two feet. Efforts were made in 2018 and agreed to in principle with the Hess family and the current owner--or the--the former owner of that property. And that was coordinated with an attorney by the name of Carol Kramer, who I believe Mr. McHenry was working with at the time, with an agreement to sell two feet of the Hess property, that would allow the property to the East, to conform and avoid the encroachment. In that agreement there was also a five-foot easement that was agreed to to allow maintenance--

Unknown: OH.

Bacon:--of the existing home. So, the statements that the Hess family has been un--I guess unwilling to participate in this are false and Ms. Hess would gladly provide the documentation regarding those transactions. They were--they were never seen through. As it appears Ms. Long sold the property at what would by many folks, believe to be a undervalued value. So, just wanted to state that for the record and again, Ms. Hess did have a statement that was provided by the ZBA that in--in parallel with the statements back in October that were vehemently opposed to this proposition due to the monetary benefits. We're still in that camp and we--we do not see this to either--any of the neighbors. Thank you.

Coppola: Alright, Mr. Bacon, this is Vice--Chairman Coppola. Are--is the Hess' still open to negotiating the sale of the 20 feet or is--or is that building closed?

Bacon: The proposition by Mr. McHenry for 20 feet came at such an--a market value that was not even conceivable to give up 20 feet of their property. It would lower her value to have homes right on top of her home.

Coppola: So, let me ask this another way. Is--at the right price would the Hess' be willing to sell 20 feet?

Bacon: The Hess' would be willing to sell the entire property if there was a fair market value given to it. The fact that they're trying to take over and build on an unbuildable lot is not in their favor. That's not why they moved here.

Coppola: Alright, thank you.

Bacon: To--to reside in.

Coppola: Okay, thank you.

Bacon: I'd allow to--to further that comment as well.

Hess: Thank you. Yes. My--my letter states is that we moved here because of the property. We love the nature-- you know--all the animals, whatever that come around and things and just openness, open concept. We lived in a subdivision for many years and didn't like being on top of other people, no privacy whatsoever. So, when we found this land, we fell in love with it and we love living here and we wanted to retire here. I do not want to look at four houses in my backyard and then have a noise factor again with neighbors right on top of us. I'm hoping that everything gets straightened out and this gets denied again and we can move on from there. Nobody has approached me to rectify this situation. Not since 2018.

Coppola: Alright, thank you.

Hess: Thank you.

Coppola: Alright, I'm gonna put you on mute now. I have a caller, 7871. I'm going to unmute you. Alright, caller at 7871 name and address first please.

Lemp: Hi, yes this is Sarah Lemp and I'm at 15120 Fairlane. Directly across the street from the property.

Coppola: Okay.

Lemp: And, yeah so, I filled out a--a letter and delivered it to City Hall but I believe it was too late and so, I'm on today just to be able to verbally support and echo what the Curry's have already expressed and well as other neighbors on our street that have--as we've talked about the situation, coming up and just knowing the fear of--of the neighbors in general that this could really make--be a big change for our neighborhood. You know, we believe that property values could be affected by this as Fairlane Street in general is a very sought-after street and is looked upon as being a very stable of a place to live. Being open with so much nature and--and extra space and privacy, so, you know, we are very concerned about the idea of all these extra properties being--being built and--and talking about four more families with how many more cars per family. Not having as much privacy in that whole area, that's just definitely a big concern and--you know--and I--I guess I'd like to go on the record to say that I disagree with the facts that I think a--a home built there--just one home on Five Mile with a beautiful backyard along

Fairlane street would be a very desirable location and I've seen lots of other homes bought and sold over the last few years on Five Mile for top dollar. So, I don't see how that is a relevant argument.

Coppola: Alright, anything else?

Lemp: I think that's it.

Coppola: Alright. Thank you--

Lemp: Thank you.

Coppola: --very much. I'm gonna put you back on mute. Alright, that's everybody we have in the audience, so, Vice Chair Baringhaus, acting Secretary Baringhaus, any other correspondence?

Baringhaus: Going through the list here, we do have a letter from the Curry's but as you mentioned earlier, they did speak. Have a letter from Gordon Draheim, 15256 Riverside, Livonia, Michigan. Letter of objection (Letter read.) We did receive a letter from Laura Hess, she spoke earlier. Have another letter from John and Denise Forgiel, 15234 Riverside, Livonia. Okay, and then the letter from Elizabeth Jermont 15190 Riverside. Letter of objection. (Letter read.) And those are the letters Mr. Chairman.

Coppola: Alright thank you very much.

Boloven: Mr. Chair.

Coppola: Mr. Boloven

Boloven: Mr.--Secretary--Vice Chair Baringhaus, the letter from Ms. Forgiel, there's actually a full letter, that I think it's referenced in the 2021-03-10 Case.

Baringhaus: Okay, so the letter's been read--oh, it's in the other case--

Boloven: No, no, it's in the other--it's in the other one. It's in the 10 one.

Baringhaus: Okay, let me--just bear with me one minute. Let's take a look. I'm sorry, what was the number again, 20--which--which case number?

Boloven: The one that ends in ten.

Baringhaus: Ten. Okay.

Boloven: It's page--page eighteen out of 39 in the PDF.

Baringhaus: Okay, I have it right here. Letter of objection from John and Denise Forgiel 1523--

Coppola: Just lost Mr. Baringhaus. Would you--Mr. Boloven--would you read that for us.

Boloven: A letter of objection from John and Denise Forgiel, 15234 Riverside, Livonia. (Letter read.)

Coppola: Okay thank you. I think we've got everything now.

Baringhaus: Back with you. Lost my connection.

Coppola: I had Mr.--Mr. Boloven read that for us.

Baringhaus: Okay, great. Thank you.

Coppola: I think that's all of them so I'm going to go ahead and unmute Mr. Wais and Mr. McHenry. You have an opportunity to make a final closing statement.

Wais: Sure, I'd like to briefly respond to a couple things I heard that I'm--say what I wanted to say. In--in terms of Ms. Hess, the houses that we're proposing are not in her backyard. We're gonna have an increase sight line, not less. And in the October transcript she specifically said she would not sell the property to us. We would offer to buy the 20--the 20 feet--we're talking about feet, that we would need--she doesn't wanna sell it. She doesn't have to. I can't force her to sell it. The rest of comments simply seem to appear that they don't want this property to be built period. That's not something that is an appropriate objection. You know, to say that--that four houses are gonna cause a problem, there's a church across the street that generates far more traffic than four houses could possibly generate. So, these--these comments just really seem to be, let's keep this area vacant so we can see the--the--the home parked in the back and the stuff parked in the back of Mrs. Hess' house. That's not appropriate. You know--saying that--you know, somebody who just said that the houses are too small--the houses qualify from every single ordinance. Front, back, side, everything passes. It's--it fits in the building envelope. It's the correct square footage. It is everything that's supposed to be under the ordinance. So saying they're too small, it complies with the ordinance. We're talking about 20 feet. Not very much room. 36 feet from the back. We comply. To not do this and not allow taxes to be--this guarantee the property is not gonna be developed. We did not cause this problem. We're here trying to solve this problem. We do not have to build a house that we're gonna lose money on. Period. And we won't and to--to--to say that we're gonna build--we're not gonna build one house. It will not happen. So, you can keep saying that we can do it. We can't cause we'd lose money. You know, people who sell houses on Five Mile road, do it because they already have the house on Five Mile. Not because they built a new house on Five Mile. That's the point that's being missed here. Nobody would build a house on Five Mile if they did not have to. And then sell it and here we'd have to sell it at a loss. It won't happen. Yes, you can sell existing property. You can give it away or you bought it for less. We'd have to tear down a home. We'd already paid for lots and now we can't build on them. We're not gonna go further in debt. We'll leave it as is. She can have a decaying home next to her and there'll be a lawsuit. I don't think that benefits anybody, maybe my firm but I don't want that. We want a solution. And we have a solution. Build on lots that we completely comply with every ordinance and we--and an immovable barrier contrary to Mr. Fisher--anything can be immovable under that theory. We could blow up a bridge if it was next to it and say well we can move it. We can move anything. You know, we fly to the moon. An immovable barrier is something that you cannot move through reasonable diligence. We tried to buy the property. She said no. You have that in the transcript. Yes, if we offered her ten million dollars she might do that but that's unrealistic. It is an immovable barrier. The lot line can't move as a result under 4.04b, we have hit everything, and we're entitled to it even without the variance but if we need a variance we've qualified as well. I thank you for your time. I thank you for your patience. I'm sorry if I was getting frustrated with some of the--and my tone. I'm really here trying to solve a problem. I'm not looking for a fight and I hope that's come through as clearly as it possible can. I don't know if Mr. McHenry has something to have.

McHenry: I'm good.

Wais: I'd like to thank you for your time.

Coppola: Alright, thank you. I'm go ahead an put you back on mute.

Testa: Mr. Chair, could I ask a follow question? If it's too late, I'm okay.

Coppola: It's out of--it's out of procedure but I'll let you do it, go ahead.

Testa: Okay. Mr. Wais, you just said that the Hess' would not sell to you guys--they--they said (inaudible) that had talked to them. The current owner that you represent has not talked to them or made an offer to them. Is that correct?

Wais: They said clearly on the record last time that they wouldn't sell. My understanding--

Testa: It's clear--I'm reading it right now, it says we will not sell at this time and it was to Mrs. Long.

Wais: Okay.

Testa: You're representing--

Wais: They--

Testa: --You're a different owner now, correct?

Wais: Correct. Thinking they're gonna sell to us when they said they weren't gonna sell. If they wanna sell for the price Ms. Long offered, we'd do it but the offer to sell at a price that we can't pay--that doesn't make sense. We're not gonna--willing to pay anything more that she was willing to pay. If they're willing to do that, we're more than happy to buy it at the price she was willing to pay for it. But we're not gonna pay a million dollars. We're not gonna pay ten million. We're not gonna 500,000 or something absurd for 20 feet that we don't really even legally need. Yeah, again, we've tried. We--we--we believe what she said in that transcript was the truth and we didn't wanna harass her. We can keep knocking everyday and see if today's the day she's willing to sell. As of right now, she is not willing to sell at the price that Ms. Long offered which is the same offer we'd offer. If she wants to sell today, we'll buy it at that price. Period. But she's--

Testa: Okay--

Wais: --un--and you can unmute her and see if she'll do it. And we'll be more than happy to solve it that way. But I presume you'll hear her say, she's not interested and we cant be forced to keep going back to her door every single door and knocking and saying, is today the day, is today the day--

Testa: Okay--

Wais: Is today the day?

Testa: But the current owner has not knocked on her door once or attempted to make an offer?

Wais: We believed that what she had said was true. We believed she was telling the truth. I'm telling you know, if she's willing to sell at that price, we will buy it. She's not and if she was she would have said so. I do not think the current owner has--have you knocked on the door since then? Have you have tried to go back again--I don't think we've went back again to ask but again--

Testa: Okay. That's what I was asking. Thank you.

Wais: We took her at her word. And that--whatever.

Coppola: Okay. Alright, thank you. I'm gonna go ahead and close the public portion of the case and start the Board's comments with Mr. Turbiak.

Testa: Thanks, Mr. Chair.

Turbiak: Thank you, Mr. Chair. Oh boy, where to start. I--I don't think I can be in support of this. It really just goes down to the same reason that--that we found in the previous hearing in this which there were three and I can--I can read them here from the previous resolution. That the petitioner has not demonstrated to the Board that a practical difficulty exists, that any hardships claimed by the petitioner were due to their--well in this case not their own creation, but at the time it was purchased, it sounds like the current petitioner was well aware of the issue with splitting the four lots and--and that the ZBA had--had rejected it. Two, the alleged practical difficulty does not entail more than an inability to earn a higher financial return. We've already expressed and explained why that cannot be considered and Mr. Wais has even recognized that that cannot be considered. And three, that the proposed variance is not in the best interests of the zoning district and inconsistent with the city's master plan. I would just clarify on point number three that it's--it's not in harmony with the surrounding area--with the neighborhood, as has been attested by several of the neighbors that spoke tonight. And in regards to the argument for not needing a variance at all--I mean, that's outside of our hands but I'll--I'll just say, when I--when I read this it says, it's an immovable, physical obj--I'm sorry, immovable, physical boundary. Again, there's no physical boundary here, it's just a lot line. So, again, that's one man's interpretation--well I guess it's not one man's interpretation but that is--that's my understand on--on the good advice of our legal counsel and also--you know--just reading things in the--in the literal way. I understand that there's probably some legal precedence and--and Mr. Fisher has supported that and re--well he has defined it and re-supported it as I've asked here in the course of this and--you know, for all those reason, I don't--I don't see how I could support this. Thank you, Mr. Chair.

Coppola: Alright, thank you. Mr. Testa.

Testa: Thank you, Mr. Chair. I am also not in support of this. Basically, for the same reasons Mr. Turbiak just discussed. Nothing's changed since we last saw this other than the owner and now that there is a lawyer representing them, that kind of gives them a legal different opinion, I wanna acknowledge and thank Mr. Fisher for answering the questions I put to him on--on the spot. It helps reaffirm our case here. I--I do wanna say, I would like to encourage the new owner to try to work with the neighbor, the Hess' and possibly buying some of that lot land. It's troubling that you're just assuming they won't based on prior statements that they made to the previous owner. No attempt's been made by the current owner to--to meet with the Hess' to try to work that out or I would suggest building as we talked about earlier, one--one house facing Five Mile with a really deep lot which would be in harmony with the area and match homes to the East and to the West. So, yeah, I'm not gonna support this for the same reasons as last time. Thank you.

Coppola: Alright, thank you. Ms. Fraske.

Fraske: Thank you. I am not in support as well, for several reasons that have already been cited, but just to reiterate, there's been no support from the neighbors. There's an option for this--for this homeowner to build one lot--one house which would be, like Mr. Turbiak said, more in harmony with the rest of the houses in the area. Mr. Malinowski knew what was happening when he purchased this house--or the property I should say and he took a risk and--you know--I--I'm sorry that it's not working out for him but that's--you know--that's the risk he took. And, yeah, for those reasons I'm not in support.

Coppola: Alright, thank you. Mr. Boloven.

Boloven: I agree with the Board on this. I wasn't actually at the first hearing. I did read the minutes. I won't say that this is the same case, same set of facts because it is different, and Ms. Fraske asked the perfect question which ties into the decision here tonight. It's, what did you know when you bought the property and when this was purchased in December, all this was known. This isn't the per--owner that split the lots, this isn't the owner that created this. This is the owner that knew this was--dispute was going on and still purchased this property. Even more so, looking at our city's zoning ordinance on what a practical difficulty is, we've heard many quotes to our ordinance tonight, I've never seen a case that hits a,b, and c on what doesn't define a hardship. I mean, I can't tell you--I'm curious to see the minutes how many times I heard, we're not gonna lose money, we're not gonna lose money, we're not gonna lose money and how this is all financial. That's strictly against why we're saying it's not a hardship. You know--the--the petitioner says they're looking for a solution, they're strictly looking to eat--get their cake and eat it too here, not listening to any type of concession. Not even reaching out to the neighbor to see if they're willing to sell any portion of the lot. I--furthermore, based on and supporting what Mr. Turbiak said, even if this was something that could potentially fit in, the layout itself doesn't fit into the surrounding area. So, based on the--the totality of all that, I would be against this petition. Thank you.

Coppola: Alright, thank you. Vice Chair, Baringhaus.

Baringhaus: Thank you. I agree with the Board's comments. I'm not in support of this variance. I think Ms. Fraske hit on an excellent point and that was whether they know going into this deal and they knew quite and bit. And they knew there was a risk and they assume that risk. So, based on that, to sit there and say well, the house was built in 1948, before it was a city, that's fine, but when you purchased the property when Livonia was a city, you knew that it didn't have the lot depths and you knew that there was some concerns about the b--buildability of those lots itself. I agree there's absolutely no neighbor support for this particular project in the area. Driving through the area myself, up and down Fairlane Street, the development really is inconsistent with the area. A lot of the existing homes that have been there for years, sit quite a bit further back from the street. There's a lot--there's more spacing between the homes. It's a fairly well situated, park like neighborhood for the city itself. And, quite honestly, a property boundary is a property boundary. It's the right of the owner to decide if they wanna sell that property--you know-or if they don't. It's not a--a property boundary in my opinion is not a immovable, physical boundary lim--limitation. So, again, based on those comments, I will not support the variance. Thank you.

Coppola: Alright, thank you. I really don't have a whole--much to add. I thought that the Board's comments were well placed. I think--you know--when you look at the crux of the argument here, it's basically that there's an immovable barrier and she--because of that, you get relief from the ordinance. The city doesn't think so and I--I don't think I'm really in a position to--to argue with the city, otherwise, if they believe that, you wouldn't be here. They would have given you a permit and you'd be building homes. I--I would guess that at this point we'll let--we'll let the District Court determine the definition of an immovable barrier and whether this fits within that definition. It's unfortunate for a lot of reasons cause it's gonna cost the city money to defend. It's unfortunate because--you know--in a lot of ways I do agree. I'd like to see more tax (inaudible) and more taxes for the city. But in this case this--this--this is just from a perspective of what the Board can do, I really don't see the Board having any-any power to provide or grant this variance as it didn't meet any of the requirements that would allow us to provide that relief. So, I'll go ahead and open up the floor for a motion.

Upon Motion by: Baringhaus. Supported by: Boloven, it was:

__RESOLVED: APPEAL CASE NO. 2021-03-10__: An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

__Lot Depth__:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15235), between Five Mile and Lyndon, Lot. No. 082-99-0036-004, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, "Schedule of Minimum Lot Sizes in R-1 through R-5 Districts," **be denied for the following reasons and findings of fact.**

1. That the petitioner has not demonstrated that any practical difficulty exists.
2. That there is no neighbor support for this project.
3. That the style of the home does not fit within the character of the neighborhood.
4. That the concept of an immovable physical barrier has not been demonstrated as a hardship.

FURTHER, that this variance is denied because it is the best interests of the City of Livonia.

ROLL CALL VOTE:

AYES: Turbiak, Testa, Fraske, Boloven, Baringhaus, Coppola

NAYS:

ABSENT: Klisz

Baringhaus: Motion denied.

Coppola: Do we have a motion for appeal case 2021-03-11?

Baringhaus: Mr. Chairman.

Coppola: Vice Chair Baringhaus. Just a--a point of order real quick or question for Mr. Fisher. Can we describe the--the motion to deny, apply it to all of the--all of the petitions and then vote separately on the petitions or do we need to do it--

Fisher: Yeah, why don't we vote separately on the petition. If you wanna--if you wanna have them all be the--have the same verbiage, that's fine and probably logical.

Coppola: Okay. So, can we just refer back to the verbiage or does he need to say each one?

Fisher: I think--I think we've got the idea.

Coppola: Okay, so how would I proceed on that? Should I just--I got it--you know--I got the--I guess I just wanna make sure I'm proceeding appropriately based on where I would think this is going.

Fisher: Okay, well just do another one and another vote, another one, another vote, another one, another vote.

Coppola: Okay.

Baringhaus: Okay.

Coppola: Alright, Vice Chair Baringhaus.

Upon Motion by: Baringhaus. Supported by: Boloven, it was:

<u>RESOLVED: APPEAL CASE NO. 2021-03-11</u>: An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

Lot Depth:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15251), between Five Mile and Lyndon, Lot. No. 082-99-0036-005, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, “Schedule of Minimum Lot Sizes in R-1 through R-5 Districts,” **be denied for the following reasons and findings of fact.**

1. That the petitioner has not demonstrated that any practical difficulty exists.
2. That there is no neighbor support for this project.
3. That the style of the home does not fit within the character of the neighborhood.
4. That the concept of an immovable physical barrier has not been demonstrated as a hardship.

FURTHER, that this variance is denied because it is the best interests of the City of Livonia.

ROLL CALL VOTE:

AYES: Turbiak, Testa, Fraske, Boloven, Baringhaus, Coppola

NAYS:

ABSENT: Klisz

Baringhaus: Motion denied.

Upon Motion by: Baringhaus. Supported by: Fraske, it was:

<u>RESOLVED: APPEAL CASE NO. 2021-03-12</u> An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

<u>Lot Depth</u>:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15273), between Five Mile and Lyndon, Lot. No. 082-99-0036-006, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, “Schedule of Minimum Lot Sizes in R-1 through R-5 Districts,” **be denied for the following reasons and findings of fact.**

1. That the petitioner has not demonstrated that any practical difficulty exists.
2. That there is no neighbor support for this project.
3. That the style of the home does not fit within the character of the neighborhood.
4. That the concept of an immovable physical barrier has not been demonstrated as a hardship.

FURTHER, that this variance is denied because it is the best interests of the City of Livonia.

ROLL CALL VOTE:

AYES: Turbiak, Testa, Fraske, Boloven, Baringhaus, Coppola

NAYS:

ABSENT: Klisz

Baringhaus: Motion denied.

Upon Motion by: Baringhaus. Supported by: Testa, it was:

__RESOLVED: APPEAL CASE NO. 2021-03-13__ An appeal has been made to the Zoning Board of Appeals by Michael Malinowski, 1515 Aberdeen, Canton, MI 48187, seeking to construct a new single-family dwelling upon property, resulting in deficient lot depth.

__Lot Depth__:

Required:	120 feet
Existing:	100 feet
Deficient:	20 feet

The property is located on the west side of Fairlane (15287), between Five Mile and Lyndon, Lot. No. 082-99-0036-007, R-2 Zoning District. Rejected by the Inspection Department under Ordinance 543, Section 4.04, “Schedule of Minimum Lot Sizes in R-1 through R-5 Districts,” **be denied for the following reasons and findings of fact.**

1. That the petitioner has not demonstrated that any practical difficulty exists.
2. That there is no neighbor support for this project.
3. That the style of the home does not fit within the character of the neighborhood.
4. That the concept of an immovable physical barrier has not been demonstrated as a hardship.

FURTHER, that this variance is denied because it is the best interests of the City of Livonia.

ROLL CALL VOTE:

AYES: Turbiak, Testa, Fraske, Boloven, Baringhaus, Coppola

NAYS:

ABSENT: Klisz

Baringhaus: Motion denied.

Coppola: Okay, Mr. Wais and Mr. McHenry, as you’ve heard all four petitions have been denied. So, I think you understand what your rights are and what next steps you can take. So, my apologies but it didn’t seem like you were able to convince the Board.

Wais: I thank you for your time. I do understand our rights. Thank you.

Coppola: Okay. Thank you very much. Alright.

Baringhaus: I don’t see any minutes to be approved this evening.

Coppola: No, I did not either.

Baringhaus: Okay.

Fisher: They didn’t post them?

Baringhaus: Not--not any March 30th, no.

Fisher: Huh.

Baringhaus: If anybody else--

Coppola: Do you know if there was any, Mr. Fisher?

Fisher: Yes, there should have been. I think--

Bertani: I--

Fisher: --from the six--

Bertani: I sent them into Marilyn earlier. She said she was gonna get them in for tonight.

Coppola: Hold on, Marilyn-- let me unmute Marilyn. I think she’s still there.

Mootsey: Give me a sec, I’ll post. I’m so sorry. Can you give me a second to put them up there?

Coppola: Well, I think we’re gonna need to have time to review them.

Mootsey: Oh, darn it. I am so sorry.

Coppola: No worries, I understand there’s a lot going on. So, we’ll have a bunch to--to approve at our next meeting then.

Mootsey: Yes, they’ll be in the next meeting. I am so sorry about that.

Fisher: Okay.

Coppola: No worries.

Mootsey: Sorry, Mike. I know you wanted to get them up there. Doggonit.

Fisher: It’s okay.

Mootsey: Oh, jeez.

Coppola: No worries. Alright, is there anything else we have on our agenda today? There is a--I don't know if it is still going on or not, I assume it would be--there is a hearing--it--it's a--it's City Council isn't it Jim?

Baringhaus: Correct. It's a joint session between City Council and the Planning Commission to discuss the updates to the zoning ordinances.

Coppola: You all received invites, I believe, on your city email. So, if you would like to listen in--I don't think at this--I don't think we can participate but we can definitely listen in. I would suggest that you check your email and go ahead and log on.

Baringhaus: You may--excuse me Mr. Chairman.

Coppola: Yes.

Baringhaus: I didn't see a link to the meetings so you may need to go back to the city website and go to the calendar and you'll find the zoom meeting link there.

Coppola: I thought mine--mine--I thought mine did but I could be wrong.

Baringhaus: I thought there was a link to the SharePoint site for the information packets.

Coppola: Ah. Okay.

Turbiak: Yeah and at the top of that packet there's the link to the zoom--

Baringhaus: Okay.

Turbiak:--we got an email the other day from Sara.

Coppola: Yeah.

Baringhaus: Okay, I'll look again.

Testa: Okay. Mr. Chair, do you know if they'll post the video of the--you know--like they normally do to YouTube for City Council meetings--their study sessions they normally do?

Coppola: I don't have the answer to that one. I assume if it's a public meeting it has to be--it has to be posted.

Testa: Okay. Yeah, I--I was hoping to catch it that way. If not, I'll look for the meeting minutes.

Coppola: Okay. Anything else we need to corrupt today?

(Inaudible background noise)

Testa: Our next meeting on April 20th, will we be doing that in person or virtually? I saw Wayne County issued a--an order today that we can continue to meet virtually through the month of April.

Mootsey: Oh. Really?

Coppola: I thought that the email from Marilyn had suggested that we would be in person for the 20th but I think--you know--as the world has been re--recently, it's probably too early to commit to anything. So--

Testa: Okay.

Coppola: --keep an eye out for--your email and changes. Check the agendas as they're posted and it would be on the agenda at that point in time.

Testa: Okay. Mr. Fisher, did you see that order from Wayne County?

Fisher: Oh, the health order?

Testa: Yeah.

Fisher: No, but I am familiar with it and yes, I know that--at least some parts--some city meetings will be virtual through the month of April. I don't know about all.

Testa: Okay.

Fisher: And specifically, I don't know about this one.

Testa: We're legally allowed to meet virtually, correct? Through April?

Fisher: Yes.

Testa: Based on that order?

Fisher: Yes.

Testa: Yeah. Okay. Thank you.

Coppola: Okay. I need one last motion.

Motion to adjourn by Testa, Support by Fraske

Board: Aye.

Coppola: Opposed? Seeing none we are adjourned.

Testa: Thank you.

Baringhaus: Thank you everyone.

Board: Goodnight.

Coppola: Sorry, Mr. Fisher, it looks like you've got some work to do.

Fisher: Well, it's what I live for.

There being no further business to come before the Board, the meeting was adjourned at 8:46 p.m.

Gregory G. Coppola, Chairman

James M. Baringhaus, Acting Secretary

/vcb CEO 9489