

**APPROVED MINUTES OF THE  
CITY OF ST. CLAIR SHORES  
SIGN ARBITRATION**

**Thursday, April 22, 2021**

Meeting of the Sign Arbitration Board, held in the Geer Conference Room, located at 27600 Jefferson Ave., St. Clair Shores, Michigan.

**PRESENT:**

City Manager Matt Coppler  
City Clerk Mary Kotowski  
Councilman Frederick  
City Planner Liz Koto  
Veronica Black, Recording Secretary

**ALSO PRESENT:**

Vito Vitale, Harper Associates  
Robert Gagliano, Genesis Cadillac

**ABSENT:**

Chairman Ketelhut

**1. CALL TO ORDER**

The meeting was called to order at 9:17 a.m.

2. Request from Vito Vitale on behalf of Harper Associates, LLC located at 27883 – 27889 Harper, pole sign denied – Electronic message board cannot exceed 24 square feet. Proposed location of sign is a separate parcel.

Vito Vitale on behalf of Harper Associates.

Vitale explained the request. The shopping center is located on 27883 – 27889 Harper, parcel #09-14-15-378-075 owned by Harper Associates, LLC, which is to the north of 27801 Harper, parcel #09-14-15-378-057 owned by 27801 Harper Development, LLC. He is proposing a pole sign on 27801 Harper for the shopping center. Vitale owns both parcels through two different LLCs.

Vitale said he is trying erect sign to benefit the shopping center containing Domino's Pizza, Bombshell Bridal, and Harper Chiropractic. Bombshell Bridal occupies two spaces. Bombshell Bridal also rents the building on 27801 Harper for offices and storage. Vitale believes a digital sign is the way of the future.

Koto explained that the electronic message board portion is too large and the proposed placement is on a different parcel than the parcel in which the building is located. The boarder of the sign adds to the overall sign measurement. The digital portion of the sign is only 24 square feet.

Vitale explained that he refinanced the properties as of April 19, 2021, and doesn't believe he can combine the parcels as they have separate mortgages.

Frederick said he would entertain a motion to allow the 24 square feet to be approved with the

condition that it cannot exceed this square footage. The sign cannot change more than once every 30 seconds, and cannot advertise anyone other than the tenants of the shopping center.

Vitale said he will control the sign and its content.

Koto expressed the concern that – if the sign is placed on the separate parcel, and that parcel is sold – the sign will go with it. It would be hard to enforce removal of the sign.

Currently, there are three wall signs on the building; one for each tenant. Koto explained that a business can have both wall and a pole sign.

Frederick stated this is a unique situation; he drove by last week to review the building.

Vitale stated that he cannot put the pole sign in the north parking lot located on the same parcel as the shopping center, because the Guadino's awning will block the sign.

Frederick stated he is in advertising and the Guadino's awning would not block the proposed pole sign if placed in the north parking lot. Frederick stated that what Vitale is asking for is out of bounds.

Vito stated that – regardless of where he constructs the pole sign – one parking spot will be lost.

Koto stated the parking capacity is appropriate, they have parking spaces available in the alley too.

Vitale said Domino's Pizza has concerns with visibility. He has seen other buildings (non-corner buildings) have a sign on the side of the building. The Board stated that if a business has a side-facing sign, it is because they have received Sign Arbitration approval. The petitioner can have Philips fill out another sign application and Sign Arbitration approval.

A discussion occurred on the widening of the driveway, and permits submitted to the County and City.

**Motion by Frederick, seconded by Kotowski, to approve the request for Harper Associates, LLC located at 27883 – 27889 Harper, electronic message board on the condition that it cannot exceed 24 square feet. The sign cannot change more than once every 30 seconds, and cannot advertise anyone other than the tenants of the shopping center.**

*There shall be no other changes allowed to the existing signs, unless a formal request is submitted to the Community Development Department. Failure to comply with Sign Arbitration ruling shall result in the revocation of this variance.*

**Ayes: 3 – All  
Motion: Carried.**

**Motion by Kotowski, seconded by Frederick, to deny the request for Harper Associates, LLC located at 27883 – 27889 Harper, pole sign, proposed location of sign is a separate parcel.**

*There shall be no other changes allowed to the existing signs, unless a formal request is submitted to the Community Development Department. Failure to comply with Sign Arbitration ruling shall result in the revocation of this variance.*

**Ayes: 3 – All**  
**Motion: Carried.**

3. Request from Robert Gagliano on behalf of Genesis Cadillac located at 19900 East Nine Mile Road, pole sign denied - second pole sign located on Nine Mile Road instead of Eastlawn.

Robert Gagliano on behalf of Genesis Cadillac

Koto gave an overview of the request. On the east side of the property there used to be a road, and it was vacated. The current sign was legal when it was installed and is now a legal non-conforming sign. However, as soon as you take the sign away, you have to abide by today's codes. Koto reviewed construction the documents. Genesis will remove the sign at Nine and Eastlawn. Gagliano confirmed that he will only have two pole signs on the property. Koto said he is allowed to have the two pole signs, however, the location of one of them that is in need of a variance.

It would look nice to have a "Welcome to St. Clair Shores" sign on the property. Koto will send the specs for the "Welcome to St. Clair Shores" sign.

**Motion by Frederick, seconded by Kotowski to approve the request for Genesis Cadillac located at 19900 Nine Mile, pole sign.**

*There shall be no other changes allowed to the existing signs, unless a formal request is submitted to the Community Development Department. Failure to comply with Sign Arbitration ruling shall result in the revocation of this variance.*

**Ayes: 3 – All**  
**Motion: Carried**

4. Approval of Minutes for the meeting of March 25, 2021 (emailed)

**Motion by Frederick, seconded by Kotowski, to approve the minutes of March 25, 2021 as submitted.**

**Ayes: All – 3**  
**Motion carried.**

13. Audience Participation

None

14. Adjournment

**Motion by Frederick, seconded by Kotowski, to adjourn the meeting at 10:10 a.m.**

**Ayes: All – 3**  
**Motion carried.**

THE PRECEDING MINUTES ARE A SYNOPSIS OF THE SIGN ARBITRATION MEETING AND DO NOT REPRESENT A VERBATIM RECORD