

5. **SIGN BOARD OF APPEALS**

PUBLIC HEARING - FILE NO. 87-825.2

Location: 595 S. Rochester Road, located on the East side of Rochester Road, between Arlington and Diversion, identified as Parcel No. 15-14-302-037, and Zoned B-3 (Shopping Center Business).

Request: Item #1:

A Variance of 3'4" in height for the proposed ground sign for the new Mercedes Benz dealership located at 595 S. Rochester Road. Ordinance 4-17, Table 4-17, General Commercial and Retail Premises states: Maximum ground sign height not to exceed seven (7) feet. The additional height is requested to make the sign visible from the road due to the slope of the parcel.

Item #2:

A Variance to allow an additional ground sign for the new Mercedes Benz dealership located at 595 S. Rochester Road. Ordinance 4-17, Table 4-17, General Commercial and Retail Premises states: Maximum number of ground signs per frontage is one (1). The Crestview Cadillac dealership and the Mercedes Benz dealership are located on the same parcel.

Item #3:

A Variance of 1' in height for the proposed wall sign for the new Mercedes Benz dealership located at 595 S. Rochester Road. Ordinance 4-17, Table 4-17, General Commercial and Retail Premises states: Maximum height not to exceed Twenty (20) feet. The proposed wall sign will be installed in the center of the building at the lower edge of the façade. The additional height is requested due to the slope of the property which will cause a portion of the sign to be 21' above grade.

Applicant: C. James Ghesquire
595 S. Rochester Road
Rochester Hills, Michigan 48307

Mr. Dan Heileman of Heileman & Sons, Inc., 22901 Stadium Drive, St. Clair Shores, Michigan, representing the sign company was present, came forward and identified himself. Also present were Mr. Lee Ghesquire, 595 S. Rochester Road, Rochester Hills, Michigan, one of the owners of the new Mercedes Benz Dealership and the current Cadillac Dealership, and Mr. Charles Ghesquire, 595 S. Rochester Road, also one of the owners of the new Mercedes Benz Dealership.

Mr. Heileman summarized their request. He stated they were actually asking for a three foot variance. The size of the overall sign is ten feet, and the City Code allows seven feet in height, so it was a three foot variance. He explained due to the slope of the property, where the dealership is located is actually below the grade of the street level by approximately fifteen feet. They were trying to raise the sign up high enough so it could be viewed by traffic driving north or south on Rochester Road. They were asking for a variance on the wall sign because if the sign was actually mounted on the south end of the building, no variance would be required for that because the slope of the property would be under the 20-foot height. Because of the slope running south to north on that property, where the sign is being placed in the center of the façade, a portion of that lettering actually falls 21 feet in overall height. He provided some photographs for the Board Members to review.

Chairperson Verschueren verified the applicant had received a copy of the Staff Report from the City. The applicants verified they had received a copy of the Staff Report.

Mr. Cope commented that the applicant referenced in their application that the Crissman Lincoln Mercury Dealership had two signs. He wanted to note that the approval for the two signs must have slipped through the cracks in the Building Department due to procedural matters. He stated he talked to John Crissman on Thursday of last week, and he said he will not be installing the second sign. The Board Members asked what sign Mr. Cope was referring to. Mr. Cope clarified

there were two signs at that dealership. One is for the used car sign and the other is for the Lincoln Mercury sign. Mr. Cope clarified the reason he brought it up because there was a comment in the applicant's application that referenced that two signs for the Crissman Lincoln Mercury dealership were being installed.

Mr. Rosen stated that the Members of the Board may recall that at the February 12, 2001 meeting, he asked to be excused. He explained that particular situation dealt with panels on a sign, and replacement of panels, which are owned or leased from General Motors Corporation, which is his employer. That particular situation was a very narrow set of circumstances that put him in a position of being unable to comply with both the City's Ordinance and his employer's policies, because they own the sign. Normally working for GM does not interfere with site plan approvals and the other normal things that go on with dealerships, whether it is GM or a competitor. He thought that was the case tonight, where they were dealing with general issues that apply to any business in the City, whether they are a car dealership or otherwise, or whether it is a GM dealership or a competitor. He asked the Board to carefully consider that. He believes he is able to serve without conflict; however, if the Board believes otherwise, he is very willing to step aside on this matter. He stated if there was some concern because the Cadillac dealership is involved and they are dealing with signs, that it may cause a conflict.

Mr. Cockey stated he was also an employee of General Motors and he is in the same situation as Mr. Rosen. Although he does not deal with dealership issues, sales, marketing, etc. and it is outside the purview of his normal role in the company. However, he is an employee of General Motors and it could be construed as a conflict of interest. He also asked the Board's counsel on this matter.

Mr. Colling stated from his perspective, the reason Mr. Rosen and Mr. Cockey excused themselves from the last meeting was that the change in the signage requested was to a non-conforming sign. He stated they had the same thing here, and although it was two separate car companies, they are owned by the same individual. Quite frankly, they are not being treated as two separate properties or they would not be here tonight. This property was not split off and named in another business. His feeling is that based upon the February 12, 2001 meeting, he would be more comfortable if Mr. Rosen and Mr. Cockey excused themselves from this as well.

Mr. Simon noted Mr. Rosen had stated the previous issue was because the Bill Fox OK Used Car sign was the property of General Motors Corporation. He asked the applicant who was the legal owner of signs of the Cadillac Dealership. Mr. Lee Ghesquire asked if he was referring to the Cadillac signs or the Mercedes Benz sign. Mr. Simon stated the Cadillac signs. Mr. Lee Ghesquire stated General Motors owned the Cadillac signs and they owned the Mercedes Benz signs. Mr. Simon stated it sounded like Mr. Colling was correct. Mr. Charles Ghesquire noted they were removing the Cadillac signs and they were not asking for a variance on the Cadillac signs.

Mr. Rosen stated that was why the matter was complicated and why he brought it up. He stated the issue with Bill Fox was that the Ordinance did not allow replacing the panel with a different panel if the business did not change. They wanted to change it from one to another. If that was not granted, then they would have to go to a conforming sign. Because of the panel change on a sign that was owned by General Motors, there was direct link where he had to be careful not to get into a situation where it looked like he was either favoring someone affiliated with General Motors or not favoring somebody that is not affiliated with General Motors. Admittedly it is a very close call. Tonight's item is not the same. If they were asking for a variance to keep one of the Cadillac signs, then it would be exactly the same issue.

Chairperson Verschueren stated they could remove all the signs and it would not have anything to do with the Mercedes Benz Dealership. Mr. Rosen stated that was also true. He had no problem with Mr. Colling's interpretation; however, he wanted to make very clear to everyone, it was not anything to do with the business, it was the sign panels.

Mr. Colling stated he understood that; however, the applicant tonight is requesting a second sign. If the Board does not give them the second sign, they may have to come up with some compromise that includes both General Motors and Mercedes. He believed at that point they would be crossing that boundary. Chairperson Verschueren noted it was a fine line. Mr. Rosen stated he was comfortable with that. The Board agreed with Mr. Colling's interpretation.

[Mr. Rosen and Mr. Cockey recused themselves at 9:05 PM]

Chairperson Verschueren stated the Board should start with Agenda Item #3, which is a request for a variance of one foot in height for the proposed wall sign. He stated he would have liked to see a topographical sketch of the front of the road. He asked what the lowest point was on the sign from the foundation to the top of the sign on the north and on the south side.

Mr. Heileman stated it was 21 feet on the north side. Chairperson Verschueren clarified it goes up on the north side. Mr. Heileman explained the property slopes down at that point so the building actually rises up higher. Chairperson Verschueren asked if the building was on a slope. Mr. Heileman responded the building itself was level. Chairperson Verschueren asked where the 21 feet came in. Mr. Heileman demonstrated how the building ran level, the slope of the property and explained on the north end of the building the rise might be 27 feet off the top of the building; however, on the south end it was only 18 feet because of the slope of the property. Chairperson Verschueren asked if they measured from the slope of the building, not from the foundation or from the level part of the building. Mr. Heileman explained they measured it from the grade as there is no slope on the building. The building runs level.

Chairperson Verschueren asked how much it was in area. If it was taken from zero point to one foot, how many feet would be in the area. Mr. Heileman did not know how far the one foot stretched; whether it was three feet into the sign or five feet into the sign.

The Chairperson **declared the public hearing open**, calling for proponents and/or opponents who wished to speak. No telephone calls or letters were received by staff regarding this request. There being no persons wishing to speak, the Chairperson **declared the public hearing closed**.

The Chairperson reviewed the zoning ordinance criteria by which the Board is governed in granting or denying variance requests.

Mr. Colling asked if this was one parcel of property, and whether the Mercedes Benz Dealership was built on property the Cadillac Dealership already owned. Mr. Charles Ghesquire responded that was correct. Mr. Colling noted they were building another building on the property and asked if they would be run as two separate businesses. Mr. Charles Ghesquire responded that was correct.

Mr. Colling asked the applicant if they realized by virtue of the fact they are not splitting the property, they have to treat them as one business. Mr. Charles Ghesquire indicated they could not split the property. Mr. Colling asked the staff if it was normally from grade to the top of the sign that was measured, or in a case like this where they have a sloping property, if some fixed feature of the building would be used for measurement.

Mr. McLocklin stated generally from grade to the top of the sign is 20 feet. Mr. Colling noted they do have an extenuating circumstance with Agenda Item #3. Mr. Colling asked if they were treating this as one business, since it was one piece of property, and if that was the reason why they were looking at one monument sign only. Mr. McLocklin stated that was correct. Mr. Colling asked if the monument sign was limited to the standard number of square feet within the City. Mr. McLocklin agreed that was correct. Mr. Colling asked if it was possible to have one monument that would meet the square footage area that could say both Mercedes and Cadillac. Chairperson Verschueren reminded the Members they were discussing Item #3, the wall sign and they would deal with the other items later.

Mr. Brennan indicated it was a one foot variance request, what he called a deminimus request for a variance, and he thought it should be granted.

Mr. Simon referred to the "Definitions" Section of the Sign Ordinance (Section 4-17.02) and quoted the definition of "Height" for wall signs. He noted the Sign Ordinance did not have language to cover the current situation in full detail. He indicated this was something they may want to address if the Sign Ordinance is revisited. He asked applicant Heileman what he was using as the average grade to measure from when he came up with the one foot in height. He asked if the ground on the Rochester Road side of the building was essentially level.

Mr. Heileman responded the grade there was not level. He explained that is why part of the sign actually falls under the Ordinance; however, the north end of the sign does not. He explained that is why Chairperson Verschueren had asked if he knew the dimension of how long it would be above the 20 foot line. Mr. Heileman stated he did not know that answer. All he knew was that a section of the sign on the north end of the building will be over the 20 foot. The southern end of the sign will be less than 20 feet.

Mr. Simon stated the fact that a portion of the sign would be over, would only be significant in terms of the average grade they were measuring from. He stated they were not concerned with the distance from the lowest grade to the highest portion of the sign, but from the average grade to the highest portion of the sign. Mr. Heileman clarified Mr. Simon was saying if he was in the center of the sign, was that 20 feet over. Mr. Simon indicated if they had a constant slope on the grade at the front of the building, they can take the measurement at the middle of the sign and he hoped they could get what they wanted and the Board would not have to grant a variance.

Mr. Heileman stated he believed the center of the sign is under the 20 foot overall mark. He did not know that for a fact, but he believed it was the case. What he was told was if any part of the sign was over 20 feet, it required a variance. Mr. Simon indicated that was not his reading of the Sign Ordinance. Chairperson Verschueren suggested they ask the City Staff how it was measured.

Mr. Delacourt stated they did the measurement from the approved site plan with the elevation on it, and the height was 21 feet at the middle at average grade. That is why the denial was based on one foot. Chairperson Verschueren asked what the length of the Mercedes Benz sign was. He noted they were asking for a foot in height, but it would not be a foot in height over the whole sign. It would be a foot in height for part of the sign. He suggested if they took the whole sign as it ran from south to north, they might end up with six inches instead of a foot.

Mr. Heileman stated he understood what Chairperson Verschueren was saying. Chairperson Verschueren stated they were asking for a foot when they may need six inches over the whole sign. If the difference runs from zero to one foot. Mr. Heileman stated the Building Department told them it was from medium grade. Chairperson Verschueren stated if it was measured from the side wall or the plateau in front of the building, they would be alright. If they measured it from the grade, it was a foot over.

Mr. Charles Ghesquire commented that one of the reasons this has become so critical is because the building is fifteen feet below Rochester Road and they have a huge hill in front of the building. If you stood at Rochester Road looking at a 21 foot sign, it is only going to be six feet off the ground, because you were looking down at the building. He stated it was really critical because if they met the Code, they would be below the bike path and you would not see it from the road. They are built so low into the hill, the signage would not be visible if it were anything different.

Mr. Colling stated as a point of verification of what the Building Department had stated, based upon the length of the sign and its location on the building, if they went from the south end of the sign to grade and from the north end of the sign to grade, they came up with average height of 21 feet. He stated he would like to take the Building Department's word and assumed that the average height for the sign is 21 feet. However, based upon what he sees from the photographs and his own experience in the area, even the more northerly structure (the Cadillac Dealership), a lot of

time can be missed due to the sight distance restriction. He stated the hill they are referring to is the north end of the Bill Fox Dealership lot, and there is quite a sloping hill from landscaping that was built up by Mr. Fox's Dealership. He was willing to concede there is a geographical sight restriction because there is an object that is unmovable that creates a sight restriction. He would be willing to grant the variance for one foot in height for Item #3 based upon this.

MOTION by Colling, seconded by Brennan, in the matter of File No. 87-825.2, that the request for a Variance of one foot (1') in height (Item #3) from Ordinance 4-17, Table 4-17, General Commercial and Retail Premises, for the proposed wall sign for the new Mercedes Benz Dealership located at 595 S. Rochester Road, **BE GRANTED** for C. James Ghesquire, 595 S. Rochester Road, Rochester Hills, Michigan 48307.

Discussion on the Motion:

Mr. Simon stated he was reminded of the case regarding the lighting for the football field for the new high school. The Building Department in that particular case was measuring elevation at a distance almost immediately adjacent to the structure. In that case, the structure was a light pole. In this case, the structure is more well defined. He suggested measuring from the top of the sidewalk is more advantageous than measuring from the blacktop parking lot. He believed the statement was made "within three feet"

Mr. Colling asked the staff for clarification and if they had a topographical or contoured diagram or site plan that they were working from that showed final elevations. Staff responded they did. Mr. Colling asked if it was the final elevation for whatever the structure is, including the sidewalk, grading, etc., and if that is what it will be when it is finished. Mr. Delacourt responded it was the approved site plan.

Complete Motion:

MOTION by Colling, seconded by Brennan, in the matter of File No. 87-825.2, that the request for a Variance of one foot (1') in height (Item #3) from Ordinance 4-17, Table 4-17, General Commercial and Retail Premises, for the proposed wall sign for the new Mercedes Benz Dealership located at 595 S. Rochester Road, **BE GRANTED** for C. James Ghesquire, 595 S. Rochester Road, Rochester Hills, Michigan 48307.

FINDINGS:

1. There are exceptional or extraordinary circumstances or conditions applicable to the property involved that do not exist generally throughout the City that would require a sign area variance. Namely there is a geographical sight restriction caused by the unmovable landscaping of the adjacent Bill Fox Chevrolet Dealership to the south. Therefore, granting of the Variance would not set a precedence for any case which may be considered in the future.
2. The granting of this Variance will not be materially detrimental to the public welfare or materially injurious to this property or other properties or premises in the zone or district in which the property is located.
3. The granting of this Variance is not expected to impair an adequate supply of light and air to adjacent properties, unreasonably increase the congestion in public streets, increase the danger of fire or endanger the public safety, make the site inaccessible to fire department or other emergency vehicles or create any particular concern with the traveling public; unreasonably diminish or impair established property values within the surrounding area; in any other respect impair public health, safety, comfort or morals or welfare of the inhabitants of the City for all of the reasons stated above.

Roll Call Vote:

Ayes: Simon, Duistermars, Brennan, Colling, Verschueren
Nays: None
Recused: Cockey, Rosen
Absent: None

MOTION CARRIED

Chairperson Verschueren indicated the Board would now consider Item #2, which is a Variance to allow an additional ground sign. Chairperson Verschueren asked the applicants if they had been told it was a non-conforming sign. He informed the applicants it will be nonconforming in the year 2004 and it will have to be removed in December, 2004. The applicants indicated they were aware of that. Chairperson Verschueren stated it was because it was a pole sign and not a monument sign, and all pole signs in the City will have to be removed in 2004. He explained he was telling them because he did not want them to put up a sign they will have to take down in two years. He stated they cannot grant the Variance for this sign, because they would have to come up with a different sign.

Mr. Heileman stated he thought that was not the case at this point in time. It was in the year 2004 that the sign would have to be removed. Chairperson Verschueren agreed that was correct if they wanted to put it up. Mr. Heileman indicated they were well aware they would have to replace it in two years.

Mr. Colling asked about the layout of the two dealerships, indicating he was looking at the aerial photographs, specifically picture #1. It shows both buildings in place, and he asked if there would be one central driveway for both dealerships. Mr. Charles Ghesquire agreed that was correct. Mr. Colling noted they had indicated a proposed sign location and asked if that was for the Mercedes Benz sign. He noted there was only one sign location and asked where the proposed location was for both monument signs.

Mr. Heileman set up a display board on the easel. He described where Rochester Road was and discussed the location of the sign in connection with the south property line. Mr. Colling asked the applicant to show them where the sign would be located for the Mercedes Dealership and the Cadillac Dealership. Mr. Heileman indicated there was an existing sign for the Cadillac Dealership. Mr. Colling noted it was not a monument sign. Mr. Heileman explained the Cadillac Dealership sign was located on the north end of the property. Mr. Colling asked if the applicant was talking about the existing Cadillac sign that is on the south as depicted in the Staff Report. The Board Members clarified with the applicant the location of the used car sign and the Cadillac sign they were keeping, referring to the handouts provided.

Mr. Heileman explained there were three signs on the handouts they submitted. He stated they were proposing to remove three Cadillac signs and replace them with one Mercedes Benz sign.

Chairperson Verschueren referred to the location of the ground sign and asked how much difference there was between the grade and the view of the road. He indicated the applicant was asking for 3'4", or 40 inches, which would make the sign 10'4". He asked who came up with the 10'4" figure.

Mr. Heileman explained that is a typical sign that is manufactured for Mercedes Benz at a 10'4" height.

Mr. Duistermars referred to the 10'4" measurement and asked if that was a corporate design or corporate specs for Mercedes Benz. Mr. Heileman explained he did not actually manufacture the signs, he was just the local installer. The signs are manufactured in Tennessee. Mr. Charles Ghesquire indicated it was located down the hill from the bike path.

Mr. Colling noted the City had a 7 foot limitation and asked the staff what the allowable square footage was on the monument signs. Chairperson Verschueren noted the applicant was

sacrificing 110 square feet of signage. Mr. Colling indicated he understood that, but wondered what square footage they would be allowed.

Mr. McLocklin indicated 100 square feet was the maximum. Mr. Colling asked what the square footage was on the applicant's proposed Mercedes Benz sign. Mr. McLocklin indicated the sign application that was submitted to the Building Department reflected 95.4 square feet. Mr. McLocklin indicated on the original application, the height above grade was 10'4". Mr. Heileman indicated at that point the square footage did not come into play. Mr. Heileman stated they went to a smaller sign because there was not enough greenbelt area for the 18' long sign to stay the minimum distance from the bike path. Therefore, they went down from 96 square feet to 54 square feet to accommodate the greenbelt area.

Chairperson Verschueren asked how far the sign would be off the road right-of-way. Mr. McLocklin stated it would have to be 85 feet off the right-of-way. Mr. Heileman stated the sign would be 90 feet because the Ordinance requires them to be 10 feet from the bike path. That puts them five feet further back into the property.

Mr. Colling stated he assumed at this point in time that even though they are going to remove the parts sign and used car sign, the applicant intended to leave the current pole sign up until such time as the Ordinance forces them to remove it. Mr. Heileman asked if Mr. Colling was referring to the existing Cadillac pole sign and stated that was correct.

Mr. Colling asked the Board Members if they had any thoughts about that. He noted last time they were faced with this, the Board had asked that particular applicant to convert both signs. Chairperson Verschueren noted if the Board should grant the variance, it should be granted only until such time as it has to be removed. He explained they would have the variance so they could put the same sign they have the variance for, including the same height and the same area as a monument sign, at the time they remove it.

Mr. Colling asked the Board Members if they wanted to tie the two issues together or did they want to keep them separate. Chairperson Verschueren indicated that was his question as well. He could not see why the applicant would put up a pole sign and then in two and half years from now tear it down and put exactly the same sign as a monument sign. Mr. Heileman indicated it was the decision of Mercedes Benz.

Mr. Colling noted when there are multiple tenants in a single building, such as in some of the strip malls, they take the entire square footage of the business and do a sign allocation. Mr. McLocklin asked if Mr. Colling was referring to business centers, which are five acres or more and have six or more tenants. He explained the applicant was not considered a business center, they were under General Commercial and Retail and only one sign is allowed. He stated the old Ordinance, prior to 1997, allowed two signs at two different individual entranceways into the center.

Mr. Colling asked if the City was looking at this as one business. Mr. McLocklin stated they were according to the current Ordinance. There was one entrance and one sign per site.

Mr. Brennan asked if they could also discuss Item #1 because he might be inclined to grant one but not both requests. Mr. Colling indicated he was thinking along the same lines. If the Board granted the variance for the 21 feet in height across the front of the building, they would be getting the benefit of recognition from Rochester Road, as it would be visible from both north and southbound. He indicated he was not inclined to grant Item #2 because of that. He was more inclined to consider a monument sign that would serve both businesses. He pointed out under the law they were treating this as one business because it does not meet the five businesses and the five-acre requirement; therefore, they had to treat it as one business and they were only entitled to one monument sign. If a second monument sign is granted, although it is two separate businesses, in fact it is owned by one corporation, it is one parcel of land and they would be given an unfair advantage based upon other businesses in the same circumstances.

Mr. Brennan indicated he agreed and asked the Chair if they could discuss Item #1 as well. Mr. Colling asked whether they should deny Item #2 first or vote on Item #2 first. Chairperson Verschueren stated they could combine them. Mr. Brennan indicated he was more inclined to grant Item #1 and deny Item #2. Mr. Colling verified the reason for Item #1 would be to have the sign centrally located for the business to give them more visibility due to the sight restrictions. Mr. Brennan stated that was correct. Mr. Colling indicated that would give them one monument sign they could use as they pleased.

Mr. Charles Ghesquire indicated the manufacturers would never share a sign. There is not any other manufacturer that would allow it. They would never put their brand up with another brand, unless it was the same corporation. He explained the reason General Motors owns their signs is just for that reason, so that nobody else can infringe upon it. He could not hang a Mercedes star between the pylons on a Cadillac sign. They own the sign and they control the sign. He stated they really need two signs to identify the two stores. He stated they are two separate corporations and there is a slight difference in the ownership of the two corporations. The fact there is a deed restriction that prevented them from splitting the property is the only reason it is not two pieces of property.

Chairperson Verschueren advised the applicant the restriction the Board had was that they were located on one parcel. Mr. Charles Ghesquire indicated they understood that. That is why they are asking for a variance to allow one sign on each of the parcels for brand recognition. He referred to one of the comments about coming from the south, and the fact the Mercedes sign on the face of the building is not visible until you are virtually in front of the building because there is a fifteen foot hill. Mr. Colling stated based upon the fact the driveway that is going to be shared commonly is further south from there, they will be adjacent to the building and it will be plainly visible long before they get to the driveway. Mr. Colling stated he believed they have given the applicant extra visibility with the 21 feet across the front of the building and if the two manufacturers are not willing to share a sign, then he felt they would have to do without one sign or the other. He was not inclined to grant two monument signs.

Mr. Heileman referred to the 21 feet they were given for the visibility on the wall sign itself. He pointed out the property is about 15 feet in a hole from the grade of the road. The one foot variance on the wall sign from the actual road itself is not that beneficial. Mr. Colling stated he has driven by the new construction on the inside lane, southbound on Rochester Road, and using the picture provided by the applicant, pointed out that from the same angle, the entire sign will be visible. Mr. Heileman stated from the road in a car, the sign is not actually 21 feet above the road. Mr. Colling stated he understood that, but his point is it was a visibility issue. By granting the 21 feet on the grade, driving in a car the entire sign will be visible. That was the intent of the visibility variance they gave the applicants, not to make it 21 feet above the grade of the road.

Mr. Simon checked with Mr. Colling about his comment about being southbound there would be no visibility problem. Mr. Colling clarified he was referring to northbound. Mr. Simon noted it was northbound where the applicants had a severe visibility issue. Chairperson Verschueren indicated they were finished with the wall sign. Mr. Simon noted it was related because although they did grant a one foot variance in height on the wall sign, it is virtually an insignificant variance because the whole building is below grade for northbound traffic. Moving the sign up one foot is almost insignificant because of the ten or fifteen foot drop in elevation from the road surface to the base of the building.

Chairperson Verschueren stated they understood that, however, the discussion is now about the two pole signs, not the height of the wall sign. Mr. Simon referred to the fact the discussion on the second sign referred to the Board being so generous in granting the variance on Item #3. He stated although they granted Item #3, it did not take a great deal of generosity to do so. Mr. Colling stated his point was they have to treat it as one business according to the Ordinance, and the fact the two companies do not want to share a single pylon sign is immaterial. They cannot consider that a reason for granting the request. That was a corporate decision. They can only consider the fact they allow one monument sign based upon a business with this amount of property and square footage. He agreed with Mr. Brennan he might allow one monument sign slightly more in height to resolve

some of the visibility issue, but he could not see allowing two monuments because they would be giving a single business an unfair advantage to any other dealership that might want to have two monument signs. He pointed out it was not uncommon to have a GMC/Cadillac Dealership, although he understood that was all within the General Motors family.

Mr. Charles Ghesquire stated they have tried to lived within the best intent of the City as they were proposing to remove three large signs totaling 250 square feet, and putting up one 56 square foot sign. He felt they were cleaning up the site considerably by causing Cadillac to lose three identifications on the site.

Mr. Colling indicated his numbers were different. He pointed out the applicant reflected a sign of 56 square feet; however, the City considers it to be 95.4 square feet. Mr. Heileman stated that was the original intent. They changed it because of the greenbelt area. They could not fit it into the greenbelt, so they downsized it to the 56 square feet. What they are proposing is a 56 square foot sign. Mr. Charles Ghesquire stated they are also taking out 250 square feet of three pole signs. He stated if they looked at the intent, they have really cleaned up the site drastically without being requested to do so. Mr. Colling clarified that a 56 square foot sign is what they are putting in for the Mercedes Dealership.

Chairperson Verschueren indicated they would handle Item #1, which was a request for a Variance of 3'4" in height. Mr. Colling asked if it was for the same pole sign or the same monument sign. He pointed out they were asking for a variance in height and they are asking for a second sign. In his mind, they are linked together. Mr. Brennan agreed they were linked together. Mr. Heileman stated they were proposing to replace the used car sign with the Mercedes Benz sign. He and the owners understood that in two years they will have to conform to monument signs. He indicated if the variance was not granted for the Mercedes Benz sign, the owners would probably not want to take down the "used car" sign; therefore, the used car sign would be there for two more years. He noted they were removing the used car sign which was 20 to 25 feet overall height, and replacing it was one that was 10'4" in height for two years.

Mr. Colling pointed out if a variance was granted, it would be for the lifetime of the property. Mr. Heileman stated they had said it would have to conform to a monument sign in two years. Mr. Colling explained they were asking for a variance of the height. If they were to stick to the letter of the law, the applicant's sign would be limited to seven feet. If they are granted a variance of ten feet, it is in perpetuity. Mr. Heileman questioned whether the sign had to conform to a monument type sign in two years. Chairperson Verschueren explained the applicant could still have the sign and in the same place they are planning to put it now. If the variance is granted, they have two signs and the two signs go with the property forever.

Mr. Colling explained that was why they were taking the matter rather seriously, because it will not go away in two years because the Sign Ordinance says the height has to come down. If they are granted ten feet tonight, it will be ten feet forever. If they are granted two signs, it is two signs forever. They may have two monument signs. The only variance would apply to the Mercedes sign and height, it would not apply to the Cadillac sign. Chairperson Verschueren stated they have not granted one sign over seven feet. Mr. Lee Ghesquire pointed out their parcel was unusual because it was 15 feet below grade. Chairperson Verschueren indicated that was why the Board was considering the 10 foot pole.

Mr. Colling referred to the picture and noted the applicants had indicated the sign was going to be approximately where the used car sign is right now. Mr. Colling indicated in looking at that sign, and in looking at the grade on Rochester Road and the grade where the sign it, the sign location is not 15' below grade. Mr. Charles Ghesquire stated the base of the sign is below the bike path. Mr. Colling stated he understood the base of the sign is below the bike path, but in looking at it from the road grade, it is not 15 feet below grade. Mr. Charles Ghesquire stated the building is 15 feet below grade, and asked how far down they were from the bike path. Mr. Heileman stated they needed to be 10 feet.

Mr. Colling used the pictures from the staff report and showed the other Board Members what he was referring to. Discussion ensued among the Members about the grade, road and location of the sign.

MOTION by Colling, seconded by Brennan, in the matter of File No. 87-825.2, Item #2, to **APPROVE** the request for a Variance from Ordinance 4-17, Table 4-17, General Commercial and Retail Premises to allow an additional ground sign for the new Mercedes Benz Dealership located 595 S. Rochester Road, for C. James Ghesquire, 595 S. Rochester Road, Rochester Hills, Michigan 48307.

FINDINGS:

1. There are unusual circumstances applicable to the property involved that do not exist generally throughout the City. The property cannot be split into two separate parcels and does not qualify for the Business Center Ordinance. Due to the unique nature of car dealerships, it is unlikely General Motors and Mercedes Benz would allow the owner of the property to share a sign, thus reducing his exposure and causing an undue hardship.
2. The granting of this variance will do substantial justice to the applicant as well as other property owners under the same circumstances, given the fact that it does not meet the business center requirement and there are actually two businesses on a property that is considered a single property within the City.
3. The resultant sign shall be no higher than seven feet, conforming to all other Ordinances within the City, and also limited to 56 square feet in area.
4. The granting of this Variance will not be materially detrimental to the public welfare or materially injurious to this property or other properties or premises in the zone or district in which the property is located. There are no indications that this particular set of circumstances is likely to occur within the City where there are two businesses on a single property owned by the same owner, due to the size of the property.
5. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same zone or area. The applicant has shown that there are no other options which the Sign Board of Appeals could agree with.
6. The request for this Variance is not self-created by the applicant in that the owner tried to split the property to get them treated as two separate businesses and Deed Restrictions prevented such.

Discussion on the Motion:

Mr. Simon stated one of the requirements the Board has to find in order to grant a variance is that the evidence in the official record of the appeal supports all of the following affirmative findings, i.e., exceptional circumstances, more than an inconvenience, and substantial justice. He did not believe they had covered the exceptional circumstances finding in the motion on the floor. He asked City Staff how many pieces of property exist in the City that do not qualify as a business center, but do have more than one business located on them, i.e., a combination of a gas station and a party store, etc.

Mr. Cope commented there were a number of dealerships along Rochester Road that had a similar situation, including the Fox Volkswagen and Toyota, and any other dealership that chooses to have two different brands of vehicles.

Mr. Colling stated what made this unique is that there is a single piece of property. Fox Toyota is actually two separate pieces of property versus one piece of property. The applicant has one piece of property that cannot be split, although they tried to.

Mr. Simon referred to the business located on the same side of Rochester Road, International Diamond Importers, which is only a quarter mile south of the applicant's business. He stated that was a single piece of property with multiple businesses, which in this case are all located within the same building. He noted there were numerous cases of multiple businesses located on a single property, therefore, they did not have exceptional circumstances in this case.

Chairperson Verschueren noted those businesses all had one sign. They did not ask for multiple signs. Mr. Simon stated the standard situation is that they only grant one sign for each parcel. Chairperson Verschueren stated Mr. Colling could drop the exceptional circumstance finding from his motion; however, he thought the applicants had a unique case, whether they wanted to call it exceptional circumstances or not. He stated in most cases the property would have been subdivided and split to allow the separate businesses. He pointed out the businesses are not adjoining except they share a driveway. He thought the exceptional circumstance in this case was that they did try to split the property and could not. Mr. Simon noted it was necessary to have a finding for exceptional circumstances in order to grant the variance. It was one of the requirements under the Ordinance.

Mr. Colling disagreed because they have granted variances in sign height and other things for commercial properties in this City without finding exceptional circumstances when they had given up signage. He stated the Meijer store was one example. Based upon that, he did not believe they had to have a finding for exceptional circumstances in this case. He stated the applicant has given up a significant amount of signage, i.e., a 202 square foot reduction, and he will have a further reduction when the monument sign for the Cadillac Dealership is put into place. He stated they were going with a 56 square foot monument sign that is limited to seven feet in height. He believed they were getting a significant reduction.

Mr. Simon stated he had heard a proposed plan from the applicant to give up signage; however, there was nothing in the motion requiring it.

Mr. Duistermars noted most of the multiple businesses that are in the small buildings are either businesses that do not relate to each other or they are businesses that compliment each other. The reason the applicant's case supports a special circumstance is that the relationship of the two auto manufacturers is that they compete against each other. He stated he understood why the two manufacturers will not allow them to hang their shingles on the same sign. Mr. Charles Ghesquire noted it was a trademark problem. Mr. Duistermars noted the applicant had tried to split the property and was not allowed to. That was another special circumstance. He pointed out the applicant did not even have opposite marketing targets for the two dealerships. Both dealerships were going after the high-end buyer.

Mr. Colling noted if Mr. Brennan as second on the motion was willing, he wanted to add the following condition to the motion.

CONDITION:

1. The three signs depicted by the applicant, i.e., the Cadillac parts and service sign, the Crestview sign, and the Cadillac used car sign, be removed before the Mercedes Benz sign monument sign at 56 square feet and no higher than 7 feet be erected.

Complete Motion as Amended:

MOTION by Colling, seconded by Brennan, in the matter of File No. 87-825.2, Item #2, to **APPROVE** the request for a Variance from Ordinance 4-17, Table 4-17, General Commercial and Retail Premises to allow an additional ground sign for the new Mercedes Benz Dealership located 595 S. Rochester Road, for C. James Ghesquire, 595 S. Rochester Road, Rochester Hills, Michigan 48307.

FINDINGS:

1. There are unusual circumstances applicable to the property involved that do not exist generally throughout the City. The property cannot be split into two separate parcels and does not qualify for the Business Center Ordinance. Due to the unique nature of car dealerships, it is unlikely General Motors and Mercedes Benz would allow the owner of the property to share a sign, thus reducing his exposure and causing an undue hardship.
2. The granting of this variance will do substantial justice to the applicant as well as other property owners under the same circumstances, given the fact that it does not meet the business center requirement and there are actually two businesses on a property that is considered a single property within the City.
3. The resultant sign shall be no higher than seven feet, conforming to all other Ordinances within the City, and also limited to 56 square feet in area.
4. The granting of this Variance will not be materially detrimental to the public welfare or materially injurious to this property or other properties or premises in the zone or district in which the property is located. There are no indications that this particular set of circumstances is likely to occur within the City where there are two businesses on a single property owned by the same owner, due to the size of the property.
5. The Variance is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same zone or area. The applicant has shown that there are not other options which the Sign Board of Appeals could agree with.
6. The request for this Variance is not self-created by the applicant in that the owner tried to split the property to get them treated as two separate businesses and Deed Restrictions prevented such.

CONDITION:

1. The three signs depicted by the applicant, i.e., the Cadillac parts and service sign, the Crestview sign, and the Cadillac used car sign, be removed before the Mercedes Benz sign monument sign at 56 square feet and no higher than 7 feet be erected.

Roll Call Vote:

Ayes: Duistermars, Brennan, Colling, Verschueren
 Nays: Simon
 Recused: Cockey, Rosen
 Absent: None

MOTION CARRIED.

Chairperson Verschueren indicated the last item remaining was Item #1. Mr. Colling indicated Item #1 was a moot point because one of the conditions for Item #2 is that it conform.

Chairperson Verschueren advised the applicants the Board had made it's decision and they could get the permits they needed from the Building Department. He also advised the applicants if they did not agree with the Board's decision, they could go to Circuit Court. Mr. Charles Ghesquire thanked the Board for their time.

* * * * *

[Return Mr. Cockey and Mr. Rosen – 10:05 PM]