

SAUGATUCK TOWNSHIP ZONING BOARD OF APPEALS

THURSDAY, September 13, 2012 5:00 p.m.
SAUGATUCK TOWNSHIP HALL
3461 BLUE STAR HWY, SAUGATUCK, MICHIGAN 49453

MINUTES

Chairman Shawn Powers called the meeting to order at 5:00 p.m.

Members present: Shawn Powers, Bill Rowe & Mark Putnam.

Also present: Zoning Administrator, Al Ellingsen, Applicant, Tony Marr, Township attorney, Ron Bultje and Applicant's attorney, Eric Starck.

Approval of minutes: **Motion by Putnam, seconded by Rowe to approve the amended minutes of August 2, 2012** to have read that the board briefly discussed outside counsel for upcoming plans for Singapore Dunes.

Powers read the notice from the paper.

One hearing was scheduled: A request from Anthony Marr, 206 72nd St., South Haven, MI 49090 to overturn a decision of the Zoning Administrator to disallow the reestablishment of a non-conforming sign which was voluntarily removed from its previous position on the parcel located at the Blue Star Farms(formerly Krupka), 2647 68th St.(Blue Star Highway), Fennville, MI 49408(Parcel # 0320-028-019-00). The sign in question was 96 sq. ft. and was located on the property for many years, partially within the Right-of-Way(ROW). The current ordinance requires a sign to be no greater than 32 sq. ft. and to be 10 feet from the ROW.

Zoning Administrator, Ellingsen stated that Mr. Marr came before the ZBA for a variance which was denied. Mr. Marr's attorney, Eric Starck sent Z. Administrator a letter stating that he believes the sign should be placed back to its original location and its original size. Z. Ellingsen sent Mr. Starck a letter stating he did not believe that was the case. Mr. Starck sent Z. Ellingsen another letter dated August 9, 2012 stating it should be allowed to be returned back to its original place and its original size.

Eric Starck, Attorney for Marr, stated that this is a unique situation. Starck made note that he submitted a letter dated August 9, 2012 corresponding with Z. Ellingsen letter. Starck wanted to point out the important parts of this situation and briefly discuss the situation in how this unfolded. Starck stated that the sign has existed in the same place for more than 50 years. In Mr. Marr's contract one of the requirements was to have at the main entrance a sign with the facility name and phone number in close proximity to the entrance. Mr. Marr hired Robert Krause to assist in the sign location and to have the face replaced. Mr. Marr had relied on Mr. Krause as he is a professional sign maker to do the right thing and that he had confidence in him. Mr. Marr was then informed by ZA Ellingsen that he needed a permit to move the sign. ZBA denied Mr. Marr's variance, which prevented him to move the sign to the new location. Mr. Marr decided to keep the sign where it was previous located. Mr. Starck read the zoning ordinance Section 40-634(k)(2)a. Mr. Starck's argument was that Mr. Marr never relocated or moved his sign. Mr. Marr was then contacted by ZA Ellingsen that the sign was not able to be reestablished in the same location on the basis that it had been removed from its location and therefore it loses its right of continuation as stated in Sec. 40-634(k)(2)a. Mr. Starck also stated that it would not set a precedent and that it would not have a negative impact according to the rules and procedures handbook.

ZA Ellingsen defined moving something means displacing it. Moving the facing of the sign to Mr. Krause's building. The post & grids were taken out and placed at the other entrance. This is defined to ZA Ellingsen that it was moved from its original state.

Township attorney, Ron Bultje stated that Mr. Starck's interpretation is that move means the same thing as relocated. ZA. Ellingsen interpretation is that the sign was there and now it's not there, it's been moved. Attorney Buljte stated that once the sign was taken down the grandfather clause was lost.

ZA Ellingsen stated that if somebody had an existing sign and they wanted to change something on it and their intention is to keep it in the same place, he doesn't have a problem with that if a portion of the sign remains. But if everything is completely gone then there is an issue. Usually when a non-conforming sign is taken down it doesn't come before the ZBA because they would be compliant and place a conforming sign up instead.

Chairperson Powers stated that he believes Mr. Marr was intentionally moving the sign in a new location.

Putnam stated that the ZBA would set a precedent. If they allow the sign to go back to the original location that means that anyone can take down a non-conforming sign and then put back.

Chairperson Powers asked Mr. Marr if he has followed up on asking Mr. Krause to have a conforming sign at the entrance where he wants the sign. Mr. Marr said it would cost over \$3000.00 to have that done.

Chairperson closed the floor for public comment.

Discussion took place among the board.

The board states that it feels bad for Mr. Marr that he got bad advise and that it wasn't his fault. The board stated that they are setting a precedent and that the board agrees with ZA Ellingsen. The board stated that this could have been avoided if he applied for a conforming sign and they suggest Mr. Marr to do just that. Letter was submitted by Peter Palazzolo, 2635 68th St. in favor for the sign request.

Motion by Rowe that the sign was moved and affirm the Zoning Administrator decision, seconded by Putnam to support. Carried unanimously.

Chairperson Powers opened up the meeting to an open floor. Discussion took place with legal counsel regarding the possibility of getting new secondary counsel for Singapore Dunes ZBA requests.

There being no further business meeting adjourned at 6:30 p.m.

Lori Babinski, Recording Secretary