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Fred A. York (1930-1989)

October 22, 2025

Via Email, only [REDACTED]

Lynne Aldrich

Via Email, only [REDACTED]

Christina Pitts

RE: Grosse Pointe Woods – Lawn Sign Code Enforcement

Dear Ms. Aldrich and Ms. Pitts:

We handle municipal prosecutions on behalf of the City of Grosse Pointe Woods. I am in receipt of your correspondence dated October 15, 2025, raising a number of issues with the City Administration, including: lawn sign code enforcement. I respectfully disagree with your legal review and analysis as presented within your correspondence. You reference law relative to yard signs being protected under the First Amendment, (*City of Ladue v Gilleo* - 1994) and (*Reed v Town of Gilbert* - 2015), and reference to time based bans being struck down by the Sixth Circuit (no citations).

Seminal and underlying any arguments presented by you is the decision of *Reed v Township of Gilbert*, 576 US 155 (2015) which has resulted in municipalities not only across the State of Michigan, but of the United States of America, reviewing and taking significant measures to revise their sign ordinances to comply with the dictates therein. The Supreme Court explained that content-based laws are “those that target speech based on its communicative content.” In *Reed* the Court established two tests to determine whether the sign regulation is content based: first, “a regulation is content based if the individual must read the sign to understand how the regulation applies (e.g. to distinguish a political sign from an advertising sign).” *Id* at 156. Second, a regulation is content based if the underlying purposes of the sign regulation is to regulate certain subject matters. *Id*. The goal of these tests is to protect “viewpoints and ideas from government censoring and favoritism.” *Id* at 168.

With regard to the City of Grosse Pointe Woods, the case law relied upon by you with regard to time limitations on temporary signs (political signs) are all pre-*Reed*. As noted, *Reed* was a challenge to temporary signs that were treated differently based upon their content. The cases relied upon by you are dependent upon a content based analysis. When striking down durational limitations, the Court had repeatedly done so based upon the content of the sign (i.e. political) prior to *Reed*. With regard to the City of Grosse Pointe Woods, the ordinance does not completely ban temporary signs, does not rely upon content whatsoever, and is completely

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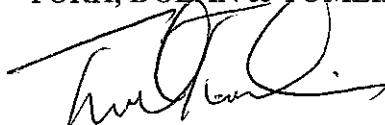
content neutral to the type of sign and the messages indicated on the sign. Your analysis requires one to read, understand, and take into consideration what type of sign it is and the content thereof in determining whether or not a durational restriction should be struck down. It is the position of the City that one cannot have it both ways. We cannot base our regulations on the content of the sign pursuant to *Reed*, hence, any analysis of durational restrictions should not rely on the content of the sign. Regardless of whether it is a temporary realtor sign, garage sale sign, or other type of temporary sign, the analysis should only entail a content neutral analysis, and not be with regard to what the messages are. Therefore, the City is of the position that its sign ordinance would withstand constitutional muster as it relates to its time duration.

Second, you assert that there is discrimination/violation of First Amendment rights due to the language of the violation letters relative to other types of signs. The code is clear and applies to all signs that are temporary in nature whether they are realtor signs, contractor placards, student graduates, etc. The time limitations are applicable based upon any complaints that the City receives. Enforcement actions have been taken in the past with the issuance of violation letters, as well as, municipal court prosecutions for same.

Based upon the foregoing, hopefully this response is adequate for you to understand the City's position with regard to the law and the enforcement of its sign ordinance. Should you have any questions regarding this correspondence, please do not hesitate to contact me. We remain,

Very truly yours,

YORK, DOLAN & TOMLINSON, P.C.



Timothy D. Tomlinson
Attorneys for Grosse Pointe Woods

TDT/jabh

CC via email:

Frank Schulte, City Administrator
Sue Como, Asst. City Administrator
Debra Walling, City Attorney