

**CITY OF WINTER PARK  
PLANNING AND ZONING BOARD**

**Staff Report  
February 4, 2014**

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**REQUEST OF THE CITY OF WINTER PARK TO:** AMEND CERTAIN PROVISIONS OF ARTICLE IV, SIGN REGULATIONS TO PROVIDE MORE SPECIFICITY AND TO ADD CLARITY; AND AMENDING SECTION 1-24, SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO SNIPE SIGNS; SEVERABILITY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

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This agenda item requests P&Z Board recommendation on revisions to the Sign Code. This initiative started at the request of Code Enforcement to clarify the rules on various issues such as animated signs, snipe signs, A-frame/menu board signs, etc. The City Attorney added many other changes to update the Sign Code for current case law and to address other issues. A summary of the changes are as follows:

Section 58-121 – Revises the introductory ‘purpose’ of the Sign Code to elaborate more findings to support code.

Section 58-123 – Updates and supplements various definitions. Amongst those is “animated sign” to better regulate and prohibit persons holding signs out in front of businesses while clarifying that persons holding “election” signs or other “free expression” signs for purposes non-commercial in nature are permitted. Another is changing the term for billboards from “outdoor advertising signs” to “off-site signs” which also required the terminology changes wherever it was previously used (pages 23-25). Also updates the definition of electronic signs in keeping with current technology.

Section 58-124 – Increases the sign area in residential areas for non-residential buildings such as churches from 18 to 24 sq. ft.; increases the allowable sign area for office building signs on Lee Road to from 36 to 50 sq. ft. to more closely match adjacent commercially zoned properties on this four lane arterial roadway; adds the right to a free expression sign of 4 square feet in all zoning districts to comport with case law; eliminates some obsolete language and strengthens the section on destroyed billboards to enhance chances of eventual elimination.

Section 58-134 – Harmonizes the sizes of temporary signs so that real estate signs and election signs may be each 4 sq. ft. thereby increasing the size of election signs from the current 2 sq. ft.; updates election signs to comport with case law by removing the prohibition of election signs no sooner than 45 days prior to the election; clarifies the A-frame and temporary menu board sign regulations to locations within two feet of the building to ensure safety and aesthetics.

Section 58-135 – Strengthens the list of prohibited signs to include electronic signs; declares snipe signs to be “abandoned property” thereby allowing anyone to remove them; and eliminates the content based language regarding flag display.

Section 58-136 – Revises the sign permit appeal and severability language to comport with case law.

Section 58-138 – Recognizes the possibility that courts may invalidate the section on City Commission agreements and provides for agreements to become void and signs permitted by said agreements to be removed; provides standards for electronic display signs, when such signs are approved by City Commission agreement.

Code Enforcement spends more staff time on enforcing the sign ordinance than any other code issue. There is a balance between assisting businesses with visibility and viability and the desire to protect property values in maintaining a desirable character and appearance of the City. It is a continual never-ending struggle for the Code Enforcement staff to remove the snipe signs placed all over town. This ordinance will also make it somewhat easier to enforce the regulations on A-frame or menu board signs but every day businesses put these signs outside and routinely violate the Code in their placement out by the street, in landscape areas, blocking sidewalks, etc. If the goal is to reduce sign clutter in the City, prohibiting those signs would be the biggest thing the City could do and would significantly lessen the Code Enforcement workload.

Attached is the City Attorney’s memo discussing those specific portions of the Ordinance which were suggested for amendment for legal reasons and some of the rationale behind those suggestions.

**STAFF RECOMMENDATION IS FOR APPROVAL.**

MEMO TO: PLANNING AND ZONING COMMISSION

FROM: CATHERINE D. REISCHMANN  
ASSISTANT CITY ATTORNEY

RE: SIGN CODE AMENDMENTS

DATE: JANUARY 21, 2014

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Below is a list and brief explanation of some of the sign code amendments which were suggested by our office:

**58-121** – Adding more elaborate findings to support code.

Findings are becoming more helpful in challenges to ordinances, since courts will defer to cities' rationale for adoption.

**58-123** – Updating and supplementing definitions.

Electronic sign—the definition is broadened to try to include ever changing technology.

Election sign—to clarify that these signs communicate support for a candidate or ballot issue on which City will vote.

Free expression sign—to allow these non-commercial signs to be displayed by citizens, as required by case law.

Off-site, on-site signs—these are the terms generally used by governments to describe these sign types.

Sign—Staff wanted to include human sign within the definition, but it needs to be clear that the definition of "human sign" only means a commercial sign. The City cannot ban hand held signs with non-commercial messages on sidewalks, streets or parks.

A portion of the definition of "sign" has been moved to the body of the code, since definitions are generally just for defining terms.

**58-124** –In (g), the right to a free expression sign of 4 square feet was added in all zoning districts to comport with case law, which provides that everyone should be able to display a viewpoint sign, although the city can regulate time, place and manner.

**58-133(d)**—the intent of the addition of the last sentence was to strengthen the section on destroyed billboards to enhance the chances of eventual elimination by adopting the state rule definition of destroyed sign, which is fairly objective, and which reads:

(a) "Destroyed" means more than 60 percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25 percent of the length above ground of each broken, bent, or twisted support. A sign will not be considered "destroyed" within the

meaning of this rule where the destruction is caused by vandalism or other criminal or tortious act.

**58-134** – Under case law, all temporary signs should be the same sizes, if possible.

In Section (e) regarding Election Signs, the pre-election limitation was eliminated, since most all pre-election restrictions have been struck down by the courts. Durational limits are often contained in obsolete or unenforced ordinances.

Regulating the number of temporary election signs that may appear on a parcel of private property is very problematic. The U.S. Supreme Court has indicated that a residential property owner must be allowed at least modest signage as a medium of expression. Our code limits the number to one sign for each candidate and one for each issue. Although this particular code provision has never been specifically blessed by a court, it would seem a fair compromise. Staff also requested an overall limit of four per parcel, so this was added at Staff's request, although it is not specifically supported by case law.

**58-135** –(3) Snipe signs remain prohibited but are now considered “abandoned property”, and any citizen can remove them. This has proved very effective in Jacksonville.

(5) - eliminated the highly suspect content based language regarding flag display. Staff requested the exemption for government facilities.

**58-136** – Language in (a) 7-12 was moved from the definition section for clarity.

(b) includes a new section regarding a sign permit, most of which was previously required in an application for a building permit. This section, however, provides more specificity, and also provides for timelines to meet case law requirements, since signs are considered a first amendment protected right.

**58-138(b)(1)** – Recognizing the possibility that a court may invalidate the section allowing City Commission agreements trading the removal of traditional billboards for a digital billboard based on courts invalidating agreements which favor one outdoor advertiser over others, this section was drafted to deal with the effect of such invalidity on any existing agreements. It provides for those agreements to become void and signs permitted by said agreements to be removed.

In (b) (2), minimum standards for digital signs are provided to guide future Commission agreements which allow digital signs, so that the City will have a starting point in negotiations. These standards are reasonable standards that have been accepted by most of the outdoor advertisers.

**58-139**—This section beefs up the prior “message substitution” provision, to make clear that anyone can substitute a noncommercial message for a commercial message. To do otherwise would be to prefer commercial speech over non-commercial speech, which is not allowed.

**58-141**—This section makes clear the intent that the code be interpreted as viewpoint neutral.

**58-142**—This severability provision has been suggested to prevent courts from voiding an entire code which is challenged by an outdoor advertiser as violative of case law.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF WINTER PARK, FLORIDA, AMENDING CERTAIN PROVISIONS OF ARTICLE IV, SIGN REGULATIONS OF THE CITY OF WINTER PARK LAND DEVELOPMENT CODE; TO PROVIDE MORE SPECIFICITY AND TO ADD CLARITY; AND AMENDING SECTION 1-24, SCHEDULE OF VIOLATIONS AND PENALTIES, RELATING TO SNIPE SIGNS; SEVERABILITY; AND PROVIDING FOR SEVERABILITY, CODIFICATION, CONFLICTS AND AN EFFECTIVE DATE.

**WHEREAS**, the City Commission of the City of Winter Park has determined the need to update and revise its Land Development Code relative to signs;

**WHEREAS**, the City Commission wishes to ensure that the City's Land Development Code as it relates to signs is in compliance with all constitutional and other legal requirements;

**WHEREAS**, the City Commission wishes to continue to prohibit certain sign types, including billboards;

**WHEREAS**, the City Commission finds and determines that certain types of signs, particularly large signs, signs with lighted and/or changing information, and human signs, create a safety hazard by distracting motorists, pedestrians, and others;

**WHEREAS**, the City Commission wishes to protect the safety of motorists, pedestrians, and others from distraction caused by signs;

**WHEREAS**, the City Commission finds that some signs, particularly large signs, signs with lighted and/or changing information, and human signs, detract from the aesthetic beauty of the landscape;

**WHEREAS**, the City Commission wishes to preserve the aesthetic beauty of the City of Winter Park;

**WHEREAS**, the Future Land Use Element of the City's Comprehensive Plan provides that the City shall regulate signage;

**WHEREAS**, the City Commission finds and determines that the City adopted the Land Development Code in order to implement its comprehensive plan, and to comply with the minimum requirements in the State of Florida's Growth Management Act, at Section 163.3202, Florida Statutes, including the regulation of signage and future land use;

**WHEREAS**, the City Commission finds and determines that pursuant to the policy of the City's Comprehensive Plan, the City's Land Development Code is required to regulate signage;

**WHEREAS**, the City Commission finds and determines that this ordinance will lessen hazardous situations, as well as confusion and visual clutter otherwise caused by the proliferation, improper placement, excessive height, excessive size, and distracting characteristics of signs which compete for the attention of pedestrian and vehicular traffic;

**WHEREAS**, the City Commission hereby finds and determines that anything beside the road which tends to distract the driver of a motor vehicle directly affects traffic safety, and that signs which divert the attention of the driver and occupants of motor vehicles from the highway to objects away from it, may reasonably be found to increase the danger of accidents, and agrees with the courts that have reached the same determination [see *In re Opinion of the Justices*, 103 N.H. 268, 169 A.2d 762 (1961); *Newman Signs, Inv. C. Hjelle*, 268 N.W. 2d 741 (N.D. 1978); *Naser Jewelers, Inc. v. City of Concord, New Hampshire*, 513 F.3d 27 (1st Cir. 2008)];

**WHEREAS**, the City Commission is mindful of the warnings from various studies regarding the effect on traffic safety of electronic, electronic changeable message and tri-version signs discussed in the September 11, 2001 report sponsored by the Federal Highway Administration entitled "Research Review of Potential Safety Effects of Electronic Billboards on Driver Attention and Distraction", and wishes to clarify its prohibition of these sign types;

**WHEREAS**, the City Commission finds and determines that the City has consistently adopted and enacted severability provisions in connection with its Code provisions and that the City Commission wishes to ensure that severability provisions apply to its land development regulations, including its sign regulations;

**WHEREAS**, the City Commission finds and determines that the City's sign regulations are concerned with the secondary effects of speech, including but not limited to aesthetics and traffic safety, and are not intended to regulate viewpoints or censor speech, and for those and other reasons that the foregoing provisions are not subject to, or would not fail, a "prior restraint" analysis;

**WHEREAS**, the City Commission finds and determines that the Code's severability clauses were adopted with the intent of upholding and sustaining as much of the City's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction;

**WHEREAS**, the City Commission finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional the remainder

of the act will be permitted to stand provided (1) the unconstitutional provisions can be separated from the remaining valid provisions, (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void, (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other, and (4) an act complete in itself remains after the invalid provisions are stricken [see, e.g., *Waldrup v. Dugger*, 562 So.2d 687 (Fla. 1990)];

**WHEREAS**, the City Commission has determined that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause;

**WHEREAS**, the City Commission is aware that the failure of some courts to uphold severability clauses has led to an increase in litigation by billboard developers seeking to strike down sign ordinances in their entirety so as to argue that the developers' applications to erect billboards must be granted;

**WHEREAS**, the City Commission desires that there be an ample record that it intends that each sign-type that is prohibited continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

**WHEREAS**, the City Commission desires that the prohibition on billboards continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

**WHEREAS**, the City Commission desires that there be an ample record that it intends that the height and size limitations on free-standing and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other provisions of the City's sign regulations, other ordinance or Code provisions, or other laws, for any reason(s) whatsoever;

**WHEREAS**, the City Commission is aware that billboard developers seeking to attack a sign ordinance have often advanced an argument that the developer has a "vested" right to erect the billboards described in their permit applications, and argue that if they are successful in obtaining a judicial decision finding that the City's entire sign ordinance is unconstitutional, it follows that they are entitled to build any sign described in the permit applications submitted under the "unconstitutional" ordinance, and argue that this result is mandated because when they applied for their permits there was no valid constitutional ordinance in place;

**WHEREAS**, the City Commission desires to make it clear that billboards are not a compatible land use within the City and that there can be no good faith reliance by any prospective billboard developer under Florida “vested rights,” or any other theory or law in connection with the prospective erection or construction of billboards within the jurisdictional limits of the City;

**WHEREAS**, the City Commission has determined that the purpose and intent provisions of its signage regulations should be even more detailed than they are now so as to further describe the beneficial, aesthetic, and other effects of the City’s sign regulations, and to reaffirm that the sign regulations are concerned with the secondary effects of speech and are not designed to censor speech or regulate the viewpoint of the speaker;

**WHEREAS**, the City Commission wishes to ensure that the City’s Land Development Regulations relative to signs are in compliance with all constitutional and other legal requirements;

**WHEREAS**, the City Commission wishes to continue to assure that animated signs and flashing signs are effectively prohibited as sign-types within the City;

**WHEREAS**, special size regulations should apply to office buildings along four lane Lee Road, due to the incongruity of large commercial signs juxtaposed with small office signs;

**WHEREAS**, the City of Winter Park finds and determines that the limitations on signs, as adopted herein, is based upon sign types and sign functions;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations adopted hereby allow and leave open adequate alternative means of communications, such as newspaper advertising, internet advertising and communications, advertising in shoppers and pamphlets, advertising in telephone books, advertising on cable television, advertising on UHF and/or VHF television, advertising on AM and/or FM radio, advertising on satellite radio, advertising on internet radio, advertising via direct mail, and other avenues of communication available in the City of Winter Park [see *State v. J & J Painting*, 167 N.J. Super. 384, 400 A.2d 1204, 1205 (Super. Ct. App. Div. 1979); *Board of Trustees of State University of New York v. Fox*, 492 U.S. 469, 477 (1989); *Green v. City of Raleigh*, 523 F.3d 293, 305-306 (4th Cir. 2007); *Naser Jewelers v. City of Concord*, 513 F.3d 27 (1st Cir. 2008); *Sullivan v. City of Augusta*, 511 F.3d 16, 43-44 (1st Cir. 2007); *La Tour v. City of Fayetteville*, 442 F.3d 1094, 1097 (8th Cir. 2006); *Reed v. Town of Gilbert*, 587 F.3d 966, 980-981 (9th Cir. 2009); *Interstate Outdoor Advertising, L.P. v. Zoning Board of the township of Mount Laurel*, 706 F.3d 527, 534 (3rd Cir. 2013)];

**WHEREAS**, the City of Winter Park finds and determines that in its comprehensive plan it is a City objective to continue to implement appropriate land use



techniques which ensure that all future development activities protect natural resources including vegetation;

**WHEREAS**, the City of Winter Park finds and determines that in order to preserve the city as a desirable community in which to live, vacation and do business, a pleasing, visually-attractive urban environment is of foremost importance;

**WHEREAS**, the City of Winter Park finds and determines that the regulation of signs within the city is a highly contributive means by which to achieve this desired end, and that the modification of sign regulations, as set forth herein, is prepared with the intent of enhancing the environment and promoting the continued well-being of the city;

**WHEREAS**, the City of Winter Park finds and determines that Article II, Section 7, of the Florida Constitution, as adopted in 1968, provides that it shall be the policy of the state to conserve and protect its scenic beauty;

**WHEREAS**, the City of Winter Park finds and determines that the regulation of signage for purposes of aesthetics directly serves the policy articulated in Article II, Section 7, of the Florida Constitution, by conserving and protecting its scenic beauty;

**WHEREAS**, the City of Winter Park finds and determines that the regulation of signage for purposes of aesthetics has long been recognized as advancing the public welfare;

**WHEREAS**, the City of Winter Park finds and determines that as far back as 1954 the United States Supreme Court recognized that “the concept of the public welfare is broad and inclusive,” that the values it represents are “spiritual as well as physical, aesthetic as well as monetary,” and that it is within the power of the legislature “to determine that the community should be beautiful as well as healthy, spacious as well as clean, well balanced as well as carefully patrolled” [Justice Douglas in *Berman v. Parker*, 348 U.S. 26, 33 (1954)];

**WHEREAS**, the City of Winter Park finds and determines that aesthetics is a valid basis for zoning, and that the regulation of the size of signs and the prohibition of certain types of signs can be based upon aesthetic grounds alone as promoting the general welfare [see *Merritt v. Peters*, 65 So. 2d 861 (Fla. 1953); *Dade Town v. Gould*, 99 So. 2d 236 (Fla. 1957); *E.B. Elliott Advertising Co. v. Metropolitan Dade Town*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 805 (1970)];

**WHEREAS**, the City of Winter Park finds and determines that the enhancement of the visual environment is critical to a community’s image and its continued presence as a tourist destination;

**WHEREAS**, the City of Winter Park finds and determines that the sign control principles set forth herein create a sense of character and ambiance that distinguishes

the City as one with a commitment to maintaining and improving an attractive environment;.

**WHEREAS**, the City of Winter Park finds and determines that the goals, objectives and policies from planning documents developed over the years have demonstrated a strong, long-term commitment to maintaining and improving the City's attractive and visual environment;

**WHEREAS**, the City of Winter Park finds and determines that, from a planning perspective, one of the most important community goals is to define and protect aesthetic resources and community character;

**WHEREAS**, the City of Winter Park finds and determines that the purpose of the regulation of signs is to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to enable the identification of places of residence and business;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to allow for the communication of information necessary for the conduct of commerce;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to enhance the attractiveness and economic well-being of the city as a place to live and conduct business;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to protect the public from the dangers of unsafe signs;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to permit signs that are compatible with their surroundings and aid orientation, and to preclude placement of signs in a manner that devalue adjacent properties and land uses;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to preclude signs from conflicting with the principal permitted use of the site or adjoining sites;

**WHEREAS**, the City of Winter Park finds and determines that the sign regulations are intended to regulate signs in a manner so as to not to distract motorists;

**WHEREAS**, the City of Winter Park finds and determines that the regulation of signage was originally mandated by Florida's Local Government Comprehensive Planning and Land Development Regulation Act in 1985 (see Chapter 85-55, §14, Laws of Florida), and this requirement continues to apply to the City of Winter Park through Section 163.3202(2)(f), Florida Statutes;

**WHEREAS**, the City of Winter Park finds and determines that in the 1980's model provisions for the regulation of signage by cities and counties in Florida were initially developed within Article VIII (Signs) of the Model Land Development Code for Cities and Counties, prepared in 1989 for the Florida Department of Community Affairs by the UF College of Law's Center for Governmental Responsibility and by a professional planner with Henigar and Ray Engineering Associates, Inc.;

**WHEREAS**, the City of Winter Park finds and determines that its signage regulations were and are intended to maintain and improve the quality of life for all citizens of the City;

**WHEREAS**, the City of Winter Park agrees with the American Society of Landscape Architects' determination that billboards tend to deface nearby scenery, whether natural or built, rural or urban;

**WHEREAS**, the City of Winter Park finds and determines that the prohibition of the construction of billboards and certain other sign types such as electronic signs is consistent with the policy set forth in the Florida Constitution that it shall be the policy of the state to conserve and protect its scenic beauty;

**WHEREAS**, the City of Winter Park agrees with the courts that have recognized that outdoor advertising signs tend to interrupt what would otherwise be the natural landscape as seen from the highway, whether the view is untouched or ravished by man, and that it would be unreasonable and illogical to conclude that an area is too unattractive to justify aesthetic improvement [see *E. B. Elliott Adv. Co. v. Metropolitan Dade Town*, 425 F.2d 1141 (5th Cir. 1970), *cert. dismissed*, 400 U.S. 805 (1970); *John Donnelly & Sons, Inc. v. Outdoor Advertising Bd.*, 339 N.E.2d 709, 720 (Mass. 1975)];

**WHEREAS**, the City of Winter Park finds that local governments may separately classify off-site and on-site advertising signs in taking steps to minimize visual pollution [see *City of Lake Wales v. Lamar Advertising Association of Lakeland Florida*, 414 So.2d 1030, 1032 (Fla. 1982)];

**WHEREAS**, the City of Winter Park finds that billboards attract the attention of drivers passing by the billboards, thereby adversely affecting traffic safety and constituting a public nuisance and a noxious use of the land on which the billboards are erected;

**WHEREAS**, the City of Winter Park acknowledges that the United States Supreme Court and many federal courts have accepted legislative judgments and determinations that the prohibition of billboards promotes traffic safety and the aesthetics of the surrounding area. [see *Metromedia, Inc. v. City of San Diego*, 453 U.S. 490, 509-510 (1981); *National Advertising Co. v. City & Town of Denver*, 912 F.2d 505, 409 (10th Cir. 1990), and *Outdoor Systems, Inc. v. City of Lenexa*, 67 F. Supp. 1231, 1239 (D. Kan. 1999)];

**WHEREAS**, the City of Winter Park acknowledges that the United States Supreme Court and many federal courts have held that a complete prohibition on offsite commercial billboards is constitutional [see *Members of the City Council of L.A. v. Taxpayers for Vincent*, 466 U.S. 789, 806-07 (1984) (noting that in *Metromedia* seven Justices had concluded that an aesthetic interest was sufficient to justify a prohibition of billboards);

**WHEREAS**, the City of Winter Park recognizes that on-site business signs are considered to be part of the business itself, as distinguished from off-site outdoor advertising signs, and finds and determines that it is well-recognized that the unique nature of outdoor advertising and the nuisances fostered by billboard signs justify the separate classification of such structures for the purposes of governmental regulation and restrictions [see *E. B. Elliott Adv. Co. v. Metropolitan Dade Town*, 425 F.2d 1141, 1153 (5th Cir. 1970), *cert. denied*, 400 U.S. 805, 91 S.C. 12, 27 L. Ed. 2d 35 (1970), quoting *United Advertising Corp. v. Borough of Raritan*, 93 A.2d 362, 365 (1952)];

**WHEREAS**, the City of Winter Park finds and determines that the presence of billboards along the federal interstate and the federal-aid primary highway systems has prevented public property in other jurisdictions from being used for beautification purposes due to view zones established by state administrative rule;

**WHEREAS**, the City of Winter Park finds and determines that the definition of "changing sign" should be revised so as to provide more specificity;

**WHEREAS**, the City of Winter Park finds and determines that the definition of "electronic sign" should be revised so as to provide more specificity;

**WHEREAS**, the City of Winter Park finds and determines that the definition of "election sign" should be revised so as to provide more specificity;

**WHEREAS**, the City of Winter Park finds and determines that the definition of "flashing sign" should be revised so as to provide more specificity;

**WHEREAS**, the City of Winter Park finds and determines that a definition of “free expression sign” should be created;

**WHEREAS**, the City of Winter Park finds and determines that the definition of “sign” should be revised so as to provide more specificity;

**WHEREAS**, the City of Winter Park finds and determines that there should be a more detailed definition for “animated sign” and that animated signs should continue to be included among signs prohibited in the City;

**WHEREAS**, the City of Winter Park finds and determines that Section 58-133 (Nonconforming Uses) of the Zoning Code should be amended to provide that a sign permitted under Chapter 479, Florida Statutes, shall not be deemed destroyed under the Zoning Code unless the sign is destroyed within the meaning of Rule 14-10.007, Florida Administrative Code;

**WHEREAS**, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, was promulgated to implement provisions of Chapter 479, Florida Statutes, insofar as those provisions pertain to nonconforming outdoor advertising signs;

**WHEREAS**, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, defines destruction of a nonconforming sign in a manner that does not involve calculating the percentage of replacement value for the nonconforming sign, but instead follows a formula that evaluates the condition of the upright supports of the sign structure;

**WHEREAS**, the City of Winter Park finds and determines that Rule 14-10.007(6)(a), Florida Administrative Code, provides that a nonconforming sign will be considered “destroyed” if more than 60% of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least 25% of the length above ground of each broken, bent, or twisted support, and further provides that a sign will not be considered “destroyed” where the destruction is caused by vandalism or other criminal or tortuous act;

**WHEREAS**, the City of Winter Park finds and determines that the size restrictions on all temporary signs should be consistent;

**WHEREAS**, the City of Winter Park finds and determines that the regulations on election signs should be modified to comport with case law;

**WHEREAS**, the City of Winter Park finds and determines that “snipe signs” as defined in the sign code are abandoned property and anyone should be empowered to remove them;

**WHEREAS**, the City of Winter Park finds and determines that those seeking to erect signs should apply for a sign permit and should have a clear path to appeal a sign permit denial;

**WHEREAS**, the City of Winter Park finds and determines that if courts invalidate the City's section allowing billboard agreements, a remedy should be provided, and the City seeks to provide standards for electronic signs erected by a City Commission agreement;

**WHEREAS**, the City of Winter Park finds and determines that the amendments, as set forth herein, are consistent with all applicable policies of the City's adopted Comprehensive Plan;

**WHEREAS**, the City of Winter Park finds and determines that the amendments, as set forth herein, are not in conflict with the public interest;

**WHEREAS**, the City of Winter Park finds and determines that one of the City's goals under its comprehensive plan and included within the future land use element is to promote, protect, and improve the public health, safety and welfare of the City's residents through the provision of appropriate land uses;

**WHEREAS**, the City of Winter Park finds and determines that the presence of outdoor advertising on parcels of an industrial nature does not preclude concerns over preventing the aesthetic deterioration of the highway or guarding against the deterioration of a city's character [see *Interstate Outdoor Advertising, L.P. v. Zoning Board of the township of Mount Laurel*, 706 F.3d 527, 532 (3rd Cir. 2013)]; and

**WHEREAS**, words with double underlined type shall constitute additions to the original text and ~~strike through~~ shall constitute deletions to the original text, and asterisks (\* \* \*) indicate that text shall remain unchanged from the language existing prior to adoption of this Ordinance.

**NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF WINTER PARK:**

**SECTION 1.** The above recitals are hereby adopted as the legislative purpose of this Ordinance and as the City Commission's legislative findings.

**SECTION 2.** Portions of Chapter 58, Land Development Code, Article IV, Sign Regulations, are hereby amended to read as shown on Exhibit "A" attached hereto.

**SECTION 3.** Section 1-24, Schedule of violations and penalties, of Article II, Code Enforcement Citations, of the City of Winter Park Code of Ordinances, is hereby amended by changing the violation for Snipe signs to a Class II violation as follows:

\* \* \*

Class	Violation	Ord. No.
		* * *
II	Snipe signs	§ <del>31-19(15)(b)</del> 58-135(3)
		* * *

\* \* \*

**SECTION 4. SEVERABILITY.** If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

**SECTION 5. CODIFICATION.** It is the intention of the City Commission of the City of Winter Park, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinance of the City of Winter Park, Florida; that the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention; that the word, "Ordinance" may be changed to "Section," "Article," or other appropriate word.

**SECTION 6. CONFLICTS.** All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

**SECTION 7. EFFECTIVE DATE.** This Ordinance shall become effective immediately upon its passage and adoption.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor Kenneth W. Bradley

ATTEST:

\_\_\_\_\_  
City Clerk, Cynthia S. Bonham

## EXHIBIT "A"

### **Section 58-121. Purpose and Intent.**

The purpose of this section is to create the legal framework for a comprehensive but balanced system of signs, and thereby to facilitate easy and pleasant communication between people and their environment. With this purpose in mind, it is the intention of this section to authorize the use of signs which are compatible with their surroundings, appropriate to the type of activity to which they pertain, expressive of the identity of individual proprietors, legible in the circumstances in which they are seen, and not a traffic hazard. The building code of the city shall control the construction, maintenance, and inspection of signs, except where specifically changed or amended by this regulation. Provisions relating to signs found in any other regulations shall be maintained and followed in conjunction with the conditions herein set forth. In the case of a direct conflict with the provisions of any other regulation, the provision which is more restrictive shall govern.

It is the purpose of this article to promote the public health, safety and general welfare through a comprehensive system of reasonable, consistent and nondiscriminatory sign standards and requirements. These sign regulations are intended to:

- (1) Enable the identification of places of residence and businesses.
- (2) Allow for the communication of information necessary for the conduct of commerce.
- (3) Lessen hazardous situations, confusion and visual clutter caused by proliferation, improper placement, illumination, animation and excessive height, area and bulk of signs which compete for the attention of pedestrian and vehicular traffic.
- (4) Enhance the attractiveness and economic well-being of the City as a place to live, vacation and conduct business, consistent with the current City's mission statement that the City will be the best place to live, work and play in Florida for today's residents and future generations.
- (5) Protect the public from the dangers of unsafe signs.
- (6) Permit signs that are compatible with their surroundings and aid orientation, and preclude placement of signs in a manner that conceals or obstructs adjacent land uses or signs.
- (7) Encourage signs that are appropriate to the zoning district in which they are located and consistent with the category of use to which they pertain.
- (8) Curtail the size and number of signs and sign messages to the minimum reasonably necessary to identify a residential or business location and the nature of any such business.



(9) Establish sign size in relationship to the scale of the lot and building on which the sign is to be placed or to which it pertains.

(10) Preclude signs from conflicting with the principal permitted use of the site or adjoining sites.

(11) Regulate signs in a manner so as to not interfere with, obstruct vision of, or distract motorists, bicyclists or pedestrians.

(12) Require signs to be constructed, installed and maintained in a safe and satisfactory manner.

(13) Preserve and enhance the natural and scenic characteristics of this community.

**Sec. 58-122. - Guide to use of sign regulations.**

In order to find the applicable sign regulation, first determine the appropriate zoning district where the sign is to be located and check the applicable provisions under section 58-124. Then check the applicable requirements under sections 58-125 through 58-129 for the allowable size, height and placement of sign. Other types of regulated signs are found in sections 58-130 through 58-135. Political, real estate, and development sign regulations are found in section 58-134. Prohibited signs are listed in section 58-135.

**Sec. 58-123. - Definitions.**

For the purposes of this article, certain terms or words used herein shall be interpreted as follows:

*Animated sign* means ~~any sign or part of a sign which changes physical position by movement or rotation~~ a sign which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including a sign set in motion by movement of the atmosphere, or made up of a series of sections that turn, whether such movement or rotation is by human energy, mechanical or electronic means.

*Awning* means a shelter that extends from a building that is normally supported entirely from the exterior wall of a building and composed of nonrigid materials (such as canvas) except for the supporting framework.

*Bulletin board sign* means a sign detailing the name, address and number of a building or institution, as well as the names and occupations of the various businesses or occupants that reside on that property.

*Canopy (or marquee)* means a permanent, roof-like shelter extending from part or all of a building face over a sidewalk or public right-of-way, and constructed of some durable material such as wood, metal, glass or plastic.

Changing sign means a sign such as an electronically or electrically controlled public service time, temperature and date sign, message center or reader board, where different copy changes are shown on the same lamp bank.

Electronic sign means a sign for presentation of information for visual reception, acquired, stored or transmitted in various forms where the input information is supplied as an electrical signal and uses a light source, LED (light emitting diodes), bare electric bulbs, luminous tubes, fiber optic or any other combination of light sources to create the message. Also, signs that appear projected or are intermittently or intensely illuminated or of a traveling, tracing, scrolling or sequential light type, or contain or are illuminated by animated or flashing light, on which the copy changes automatically on a lamp bank or in a similar fashion, including but not limited to LED (light emitting diodes), LCD (liquid crystal displays), CEVMS (commercial electronic variable message signs), plasma displays, dynamic displays, projected images, or any other functionally equivalent technology, and which is capable of automated, remote or computer control to change the image, or through any electronically illuminated, scrolling or moving text, symbols or other images, utilizing LED, LCD, CEVMS, or other digital or electronic technology, commonly known as electronic message or reader boards, electronic marquees, message centers, moving message displays, or digital signs.

Election sign means a temporary nonilluminated sign that functions to communicate support for or opposition to a candidate or states a position regarding a ballot issue upon which the voters of the City will vote.

Flashing sign means any directly or indirectly illuminated sign which exhibits intermittent or flashing natural or artificial light or color effects by any means whatsoever. Automatic changing signs such as public service time, temperature and date signs or electronically controlled message centers are classed as changing signs, not flashing signs.

Free expression sign means a nonilluminated sign, not in excess of four square feet in size (area) per side, where the top of the sign is not more than six feet off the ground, that functions to communicate information or views on matters of public policy concern or contains any other noncommercial message that is otherwise lawful.

Ground sign means a sign affixed to the ground and supported by poles, uprights, or braces extending from the ground or a permanently mounted object on the ground but not attached to any part of any building.

Identification sign means a sign which is limited to the name, address and number of a building or institution and to the activity carried on in the building or institution, or the name of the occupant.

Off-site sign means any combination of structure and message in the form of an outdoor sign, display, devise, figure, painting, drawing, message, placard, poster, billboard, advertising structure, advertising logos, symbol or other form; whether placed individually or on a V-type, back-to-back, side-to-side, stacked or double-faced display; designed, intended or used to advertise or inform; any part of the advertising message or informative contents of which is visible from the public right of way; and which

sign relates in its subject matter to offices, products, accommodations, services or activities which are sold, produced, available, conducted or rendered at locations other than on the premises where the sign is located. The term does not include an official traffic control sign, official marker, specific information panel erected, or other form of public information caused to be erected or approved by any government upon its property or right-of-way.

On-site sign means any sign where the advertisement is exclusively related in its subject matter to the use of the premises on which it is located, or to offices, products, accommodations, services or activities sold, produced, provided, available or conducted on the premises where the sign is located.

~~Outdoor advertising sign means any offsite sign or sign which is not displayed as accessory to another activity on the same premises.~~

*Portable sign* means any sign that is not permanently affixed to a building, structure, or the ground.

*Premises* means a lot (parcel) in fee simple ownership as otherwise used in article III of this chapter.

*Projecting sign* means a sign other than a wall sign which projects from a wall and is supported by a wall.

*Roof line* means the highest continuous horizontal line of a roof. On a sloping roof, the roof line is the principal ridge line, or the highest line common to one or more principal slopes of the roof. On a flat roof, the roof line is the highest continuous line of the roof or parapet, whichever is higher.

*Roof sign* means a sign which projects above the roof line or is located on the roof of a building or structure.

*Sign* means any object or device visible from the right-of-way of a street or highway, which is used to advertise, identify, display, direct or attract attention to an object, person, institution, organization, business product, service, event or location by any means including words, letters, figures, designs, symbols, fixtures, colors, motion, illumination, or projected images. "Sign" also includes a human sign, which is a sign that is carried, waved, or otherwise displayed by a person, including a sign worn as an article of clothing, while outside, for the purpose of advertising a business, service or product.

Signs do not include the following:

- ~~(1) Window displays of merchandise, pictures or models of products or services;~~
- ~~(2) Time and temperature devices not related to a product;~~
- ~~(3) Symbols or crests of political subdivisions and religious, fraternal, professional or civic organizations;~~
- ~~(4) Works of art which in no way identify a product;~~
- ~~(5) Directional signs six square feet in area or less which direct and guide traffic and parking but bear no advertising matter;~~
- ~~(6) Coin-operated vending machines, gasoline pumps, telephone booths, and ice vending equipment.~~

~~(7) Banners, used by the city or a museum to support a city commission approved event or activity, excluding those used to identify a political cause or statement.~~

~~(8) Up to three balloons 12 inches or less in diameter on one property or premises.~~

~~(9) Murals painted on walls that bear no advertising matter.~~

*Setback distance* means the shortest horizontal distance from the property line to the nearest point of the sign or its supporting members, whichever is nearest to the property line.

*Signable area* means an area of the facade of a building up to the roof line which is free of windows and doors or major architectural detail.

*Wall sign* means a sign painted on the outside of a building or a sign attached flat to or pinned away from the wall with a face horizontally parallel to the building.

*Wind sign* means devices such as pennants, spinners, and streamers fastened in such a manner as to move upon being subjected to pressure by wind or breeze.

*Window sign* means a sign which is applied or attached to, or located within, three feet of the interior of a window, on a structure or vehicle which can be seen through or from the window of the structure or vehicle.

**Sec. 58-124. - Signs permitted in zoning districts of the city.**

*(a) Residential, parks and recreation, and public and quasi-public districts.*

(1) For each single family home or duplex, one identification sign for each dwelling unit not exceeding an area of one and one-third square feet. Such identification sign shall not be subject to the permit requirements of this chapter.

(2) For multiple family uses, rooming and boarding houses, one identification sign for each developed parcel, not exceeding 12 square feet in area.

(3) For nonresidential uses, one identification sign and one bulletin board for each developed parcel not exceeding a total of ~~2418~~ square feet in area for all signs.

(4) All signs shall be either wall signs or ground signs. Grounds signs shall not exceed a height of six feet. No height limit is specified for wall signs. All signs shall be placed on private property behind the lot line. These signs shall also comply with the applicable provisions of sections 58-125 and 58-126.

*(b) Office (O-1) and (O-2) districts.*

(1) One identification sign and one bulletin board for each developed parcel not to exceed a total of 36 square feet in area for all signs, and a total of 50 square feet for signs fronting Lee Road.

(2) All signs shall be wall signs, ground signs or projecting signs. Ground signs shall not exceed a height of eight feet. No height limit is specified for wall signs. All signs shall be placed on private property behind the lot line. These signs shall also comply with the applicable provisions of sections 58-125 and 58-126.

(3) Office district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the boundaries of the Hannibal Square Neighborhood Commercial District may not have digital, electronic, signs and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued or muted such as a pastel shade.

(4) As further described in the Morse Boulevard Plan Facade Design Guidelines, monument signs not to exceed four feet in height shall be the only type of ground sign permitted within this area where they present no traffic visibility impediments.

(5) All signs in the applicable map areas shall be subject to compliance with the Central Business District Facade Design Guidelines or the Morse Boulevard Plan Facade Design Guidelines even if such is more restrictive than the regulations outlined above.

*(c) Shopping center (C-1) and regional shopping center (C-1A) districts.*

(1) One ground sign indicating only the name and nature of the occupancy for each developed parcel, not to exceed the height or area established by Table 1, section 58-125. One additional ground sign may be erected for each additional 300 feet of street frontage in excess of the first 300 feet of street frontage abutting the developed portion of such property. Where a developed parcel is permitted to have more than one ground sign under these regulations, the distance between such signs shall be not less than 300 feet. The minimum setback distance for ground signs in this district shall be five feet from all lot lines. All other provisions of section 58-125 shall also apply.

(2) One wall sign indicating only the name and nature of the occupancy for each occupancy within the developed parcel. Such sign shall not exceed a total area of two and one-half square feet of copy for each linear foot of building occupancy frontage or the copy area permitted by section 58-126, whichever is the lesser. Wall signs shall also conform with all other provisions of section 58-126

(3) If the building includes a canopy, each occupancy will be permitted one under-canopy sign in conformity with section 58-128

*(d) Commercial (C-2) district.*

(1) Each occupant shall be permitted a maximum of two signs indicating the business, commodities, service or other activity sold, offered or conducted on the premises. Where one occupancy has two signs, only the following combinations of sign types shall be permitted: One ground

sign and one wall or canopy sign; one projecting sign and one wall or canopy sign; one ground sign and one under-canopy sign; one canopy sign and one under-canopy sign. These signs shall also comply with the applicable provisions of sections 58-125 through 58-128

(2) Ground signs within the commercial (C-2) district which give only the name of the abutting business may be located on the public right-of-way between the property line and the curb. Ground signs so located shall not exceed three square feet in area, the lower edge shall be a minimum of seven feet high above the sidewalk, and shall be placed at least six inches behind the curb face or further to prevent interference with vehicular traffic. The design and location of such signs shall be subject to the approval of the planning and community development department to insure that the sign does not interfere with pedestrian traffic, parking or does not create excessive signage in one area. Signs must be spaced at least ten feet apart and may be required to be located as prescribed by the sign location plan.

(3) Ground signs and projecting signs on properties or buildings within the central business district shall be limited to an area of each face of 20 square feet and shall have a minimum clearance of seven feet.

(4) The maximum copy area of canopy signs shall be two square feet per linear foot of canopy front and sides. These signs should also comply with applicable provisions of section 58-128

(5) Signs attached to the underside of a canopy (under-canopy signs) shall have a copy area no greater than six square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk.

(6) Commercial (C-2) district properties may not have digital, electronic signs, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade.

(7) All signs in this district shall be subject to compliance with the Central Business District Facade Design Guidelines, even if such is more restrictive than the regulations outlined above.

*(e) General commercial (C-3), limited commercial (C-3A and light industrial (I-1) districts.*

(1) Each premises or building shall be permitted one ground sign indicating only the business, commodities, service or other activity sold, offered or conducted on the property. Where a premises has in excess of 300 feet of frontage, one additional ground sign may be erected for each additional 300 feet of street frontage in excess to the first 300 feet. Ground signs shall also comply with the applicable provisions of section 58-125. Service stations shall be permitted one additional ground sign not exceeding 32 square feet of area per face indicating only the prices of fuels sold on the premises. A ground sign must be located entirely on private property behind the lot line.

(2) One projecting sign may be substituted for the permitted ground sign and shall comply with applicable provisions of sections 58-127

(3) In addition to the above signs, each occupant may have one of the following sign types: one wall sign, one canopy sign, or one under-canopy sign. These signs shall comply with the applicable provisions of sections 58-126 and 58-128

(4) Commercial district properties located within the boundaries of the area subject to the Central Business District Facade Design Guidelines, the Morse Boulevard Plan Facade Design Guidelines area from New York Avenue to Denning Drive or within the Hannibal Square Neighborhood Commercial District may not have digital, electronic signs, and/or internally illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted, however, the light color must be white or subdued and muted such as a pastel shade.

(5) All signs within the applicable map area shall be subject to compliance with the Morse Boulevard Plan Facade Design Guidelines even if such is more restrictive than the regulations outlined above.

(f) Signs adjacent to Interstate 4 in nonresidential districts (O-1 and C-3).

(1) Properties with a minimum frontage of 150 feet abutting Interstate 4 with nonresidential zoning designations are permitted to construct ground signs in accordance with the following limitations:

Maximum height: 30 feet

Maximum area per side for double faced signs placed perpendicular to the roadway: 100 square feet

(2) Provisions of (e)(1) of this section shall also apply.

(g) One free expression sign is permitted per parcel no more than four square feet in area, and no more than 6 feet in height.

**Sec. 58-125. - Ground signs.**

(a) *Permitted.* Ground signs are permitted for each premises having frontage on a public right-of-way.

(b) *Height when within 20 feet of curb cut.* Ground signs located within 20 feet of a curbcut, or within 20 feet of the point where the curbs or pavement edges of intersecting streets intersect, shall either have a maximum height of three feet, or shall maintain a clear height of eight feet from the adjacent curb or edge of pavement to the bottom of the sign.

(c) *Setbacks.* See the respective zoning district regulations, section 58-124

(d) *Height and area.* The maximum permitted height and area of signs should be related to the environment in which the sign will be seen. Therefore, the limits in Table 1 are based on the traffic speed and number of lanes on streets in the city. The maximum height of any ground sign shall not exceed the limits established by Table 1. If the sign has more than one face, the total area shall not exceed twice the area permitted for one face.

TABLE 1  
 MAXIMUM PERMITTED HEIGHT  
 AND AREA OF GROUND SIGNS

Street	Area Each Face (square feet)	Max. Height From Grade (feet)
2-Lane Streets	36	8
Orlando Ave., Aloma Ave.,		
Lee Rd.	100	25
All other 4–6 lanes	50	20

(e) *Residential proximity.* When premises zoned for commercial or industrial use are within 100 feet of the nearest boundary of any premises zoned for residential use on the same public right-of-way, ground signs erected and maintained on the commercial or industrial premises shall not exceed 25 feet in height, or the maximum height permitted by Table 1, above, whichever is less. Furthermore, where ground signs are located in a commercial or industrial zone, but within 100 feet of premises zoned for residential use having frontage on the same public right-of-way, such signs shall be set back from the public right-of-way the same distance as is required for buildings in the residential zone.

(f) *Minimum clearance.* Where a ground sign projects over a vehicular traffic area such as a driveway or parking lot aisle, the minimum clearance between the bottom of the sign and the ground shall be 16 feet.

(g) *Decorative embellishments.* On ground signs, the sign structure may extend above the maximum allowable height of the sign for embellishment purposes. Under no circumstances, however, may such extension exceed 20 percent of the maximum allowable height for the sign. Further, such



embellishment shall not include thereon any symbol, representation, logo, insignia, illustration, or other form of advertising message.

(h) *Projection over a canopy.* A ground sign supported by a sign structure which is imbedded in the ground and independent of a canopy for structural support, may project above and over a canopy. This section shall not be deemed to allow a ground sign to be located over, in whole or part, the roof of a building. A ground sign which projects over a canopy shall comply with all other applicable regulations of this chapter.

(i) *Measurement of sign area.* The area within a perimeter which forms the outside shape including any frame which forms an integral part of the display, but excluding the necessary supports or uprights on which the sign may be placed. If the sign consists of more than one section or module, all areas will be totaled, including the spaces between sections or modules. When the area of the covering material over the structural elements of the sign exceeds 18 inches in width, the additional area of this covering material will count as part of the allowable sign area.

**Sec. 58-126. - Wall signs.**

(a) *Signable area determination.* The occupancy displaying a wall sign shall determine the signable area by choosing one such area on the building facade and by then calculating the number of square feet which are enclosed by an imaginary rectangle or square which is drawn around this area.

(b) *Area limits.* In all cases, wall sign areas refer to the area of copy rather than the area of the background.

(1) Where an occupancy has no ground, roof or projecting sign on the same premises, 45 percent of the signable area may be used for copy.

(2) Where an occupancy has a ground sign but no roof or projecting sign on the same premises, 30 percent of the signable area may be used for copy.

(3) Where an advertiser has a projecting sign but no ground sign on the same premises, 15 percent of the signable area may be used for copy.

(c) *Interruption of architectural features.* A wall sign shall not interrupt major architectural features of the building, and shall not project from the wall by more than 12 inches.

(d) *When unrestricted.* One identification wall sign four square feet in area or less with non-illuminated letters up to but not exceeding three inches in height, is not restricted and shall be permitted in addition to regulated signage.

**Sec. 58-127. - Projecting signs.**

(a) *When permitted; height; area.* Any occupancy with frontage on the public right-of-way is permitted to have one projecting sign along that public street. The projecting sign shall be instead of, but not in addition to, a ground sign, and shall be subject to the same height and area restrictions as shown in

Table 1 in section 58-125. Where a premises is allowed two ground signs, the occupant may elect to substitute a projecting sign for one of the ground signs.

(b) The leading edge of any projecting sign shall not extend over a public right-of-way except as approved in the central business district (C-2).

(c) *Rise from parapet.* Projecting signs shall not rise more than six feet above the top of a parapet.

(d) *Minimum clearance.* Projecting signs shall have a minimum clearance of nine feet between the bottom of the sign and the ground.

(e) *Installation.* All projecting signs shall be installed or erected in such a manner that there shall be no visible angle iron sign support structures above a roof, building face or wall.

(f) *Cantilever support.* A cantilever support may rise 12 inches above the parapet; however, where there is a space between the edge of the sign and the building face, such cantilever must be enclosed, except decorative yard arm type signs shall be permitted without enclosure of the space between the sign and the building.

**Sec. 58-128. - Canopy (or marquee) signs.**

Where canopy signs are allowed, such signs shall be subject to the following conditions:

(1) *Height; area.* Maximum sign area shall be three square feet per linear foot of canopy front and sides. Sign area or any part of sign area allowed for one facing cannot be added to that allowed for other facings. Subject to a minimum height limit of nine feet from the sidewalk, a canopy sign may be installed above, on the face of or below the canopy proper, provided that where such sign is installed above or below, the sign area will be computed on the total of the sign face and the canopy face proper.

(2) *Proximity to curb face.* No portion of a canopy sign can be closer than one foot to a vertical line from the curb face.

(3) *Copy area in public entertainment areas.* On places of public entertainment such as theaters, arenas and meeting halls, the copy area allowance will be five square feet per linear foot of canopy with a maximum total height limit of no more than five feet at any point.

(4) *Copy area in the central business district.* In the central business district (C-2) the maximum copy area of canopy signs shall be two square feet per linear foot of canopy front and sides subject to the same conditions as in subsection (1) of this section.

5) *Projection over canopy.* A ground sign supported by a sign structure which is imbedded in the ground and independent of a canopy for structural support, may project above and over a canopy. This section shall not be deemed to allow a ground sign to be located over, in whole or in part, the roof of a building. A ground sign which projects over a canopy shall comply with all other applicable regulations of this chapter.

(6) *Under canopy sign.* Signs attached to the underside of a canopy shall have a copy area no greater than six square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven feet from the sidewalk in the central business district (C-2), and eight feet from the sidewalk in all other districts, and shall be mounted as nearly as possible at right angles to the building face.

**Sec. 58-129. - Signs on awnings.**

In addition to other permitted signs, a sign consisting of letters not exceeding an average height of 12 inches placed within an area width not exceeding 18 inches may be painted, placed, or installed upon the front and sides of any awning erected and maintained in accordance with the city's building code. An identification emblem, insignia, initial or other similar feature not exceeding an area of eight square feet may be painted, placed or installed elsewhere on any awning.

**Sec. 58-130. - Other signs.**

(a) *Incidental signs.* Up to two incidental signs may be attached to a ground sign structure or to a building wall, but may not be attached perpendicular to the wall. Such signs are restricted to trading stamps, credit cards accepted, official notices of services required by law or trade affiliations. Area of each sign may not exceed five square feet; the total area of all such signs may not exceed ten square feet.

(b) *Manual or automatic changeable copy signs.* Manual changeable copy signs are permitted by this article ~~to be up to the maximum size of permitted signable area when utilized for cinema/theater signage, fuel price signage or for schools and churches but otherwise such manual changeable copy signs are subject to a maximum size of nine square feet or up to one-quarter (25 percent) of the permitted signable area.~~ Automatic changeable copy signs or electronic signs are not permitted by this article. ~~unless utilized for time, temperature, date or other public service non-advertising copy.~~

(c) *Portable signs.* Portable signs may not be used as either a permanent sign or a temporary sign, except as permitted in section 58-134.

(d) *Window signs.* The total area of all window signs on any side of a building shall not cover more than 25 percent of the window area.

**Sec. 58-131. - Special situations.**

(a) *Building adjacent to offstreet parking.* Wall signs may be displayed on the side or rear of a building adjacent to an offstreet parking area if the parking area is 30 feet or more in width. However, the total area of all wall signs on the premises shall not exceed the signable wall area calculated for the frontage of the building.

(b) *Multiple frontages.* If a building has frontage on two or more streets, each frontage shall be separately considered for the purposes of determining compliance with the provisions of these regulations. However, the permitted sign area for one frontage shall not be combined with another

frontage to place the combined sign area on one frontage. Neither shall this section be construed to supersede the provisions limiting and restricting the use of temporary signs for buildings with multiple frontages after September 1, 1983.

**Sec. 58-132. - Illumination.**

Illumination of signs shall be in accordance with the following requirements:

(1) White is the only color of light which is permitted in residential or office zones, or within 500 feet of such zones.

(2) Flashing signs shall be prohibited.

(3) Floodlight illumination is permissible, provided that the floodlight or spotlight is positioned so that none of the light shines onto an adjacent property or in the eyes of motorists or pedestrians.

(4) Bare bulb illumination shall not be used in residential or professional office zones, nor within 500 feet of such zones, except neon or similar type signs are permitted in commercial zoning districts.

(5) Searchlights shall not be permitted to be used to illuminate signs or properties in the advertising or promotion of a business or in the attraction of customers to a property.

**Sec. 58-133. - Nonconforming signs.**

(a) All signs not in conformance with any provisions of these regulations, with the exception of the maximum height and area limitations, must be removed, changed, or altered to conform to the provisions of these regulations within two years after such sign becomes nonconforming.

~~(1) Any sign not in conformance with the provisions of these regulations becomes nonconforming on July 14, 1998.~~

~~(12)~~ Any sign not in conformance with the provisions of an amendment to these regulations becomes nonconforming on the effective date of such amendment.

~~(23)~~ Any projecting sign which is nonconforming due solely to its location over a public right-of-way shall also be exempt from the conformance provisions of this chapter.

(b) Whenever the occupancy of a premises with nonconforming signs changes, the new occupant shall be required to remove, change or alter such signs to conform to the provisions of these regulations. This requirement is not intended to apply to changes in ownership where the same type of business, continues to occupy the premises.

(c) All wind signs, animated signs, and nonconforming flashing signs shall be removed or converted to nonflashing, non-animated signs. All portable and temporary signs not in conformance with this section shall be removed or altered to meet the requirements of this section.

(d) No nonconforming sign shall be enlarged or increased in size, weight or width or altered in any fashion or extended to occupy a greater amount of land. No nonconforming sign shall be reconstructed if the sign pole(s) or structural elements of the sign face(s) are damaged, destroyed or removed to an extent of more than 50 percent of the replacement cost at the time of destruction. Nonconforming signs may undergo reasonable repair and maintenance including change of advertising message. Reasonable repair and maintenance means the work necessary to keep the sign structure in a good state of repair, including the replacement in kind of materials in the sign structure. When such replacement of materials is involved, such replacement may not exceed 50 percent of the structural materials in the sign within any 24-month period. In connection with any outdoor advertising sign regulated by Chapter 479, Florida Statutes, the sign shall only be considered destroyed if it is destroyed within the meaning of Chapter 479, Florida Statutes, and Rule 14-10.007(6)(a), Florida Administrative Code.

(e) Off premises signs may not be converted to electronic signs.

**Sec. 58-134. - Temporary signs.**

(a) In addition to other signs permitted by this section, temporary signs may be permitted in accordance with the following requirements: Such temporary signs shall meet all requirements of this article except as otherwise provided in this subsection.

(b) Subdivision development signs shall be permitted to identify subdivisions where an active building and development program is underway. Such signs shall be permitted on a temporary permit basis only for a maximum of two years or until the subdivision is completed, whichever shall occur first. Such signs shall be limited to one per street frontage and shall not exceed 32 square feet in size or eight feet in height.

(c) On site development signs shall be permitted on property where there is an active building program underway to identify the project, the developer, architect, contractor, realtor and others involved in the design, construction and financing. Such signs shall be permitted on a temporary basis and shall not be erected more than five days prior to the start of construction. Signs shall be removed upon issuance of a certificate of occupancy or when there has been no construction activity on the property for 60 days or more. Such signs shall be limited to one per street frontage and shall not exceed eight square feet in size or six feet in height for single family and duplex building projects; 32 square feet in size and eight feet in height for multifamily building projects and no larger or higher than the size that is permitted for permanent ground signs for nonresidential building projects.

(d) One real estate sign offering real property for sale or lease shall be permitted on each frontage of properties where an owner is actively attempting to sell or lease such property, either personally or through an agent. Such sign shall not exceed four square feet in area or 6 feet in height in residential zones for one- or two-family dwellings and 12 square feet in area for multifamily dwellings or nonresidential buildings. All signs shall be located behind the sidewalk or ten feet behind the curb or edge of pavement, whichever is greater. Additionally, a maximum of two "open house" signs may be used to direct interested persons to the location of an open house, in addition to the "open house" sign placed at the site of the real property offered for sale. The two directional signs are limited in size to two

square feet and may be placed in the public right-of-way subject to not blocking visibility for traffic and are subject to allowing removal by the abutting property owner if that owner does not consent to the placement of the sign. Such "open house" signs shall be posted only during the hours of 9:00 a.m. to 6:00 p.m. and shall be removed immediately following the close of the open house event. Open house signage shall not be posted more than two days per week.

(e) ~~Political or campaign~~ Election signs on behalf of candidates for public office or measures on election ballots provided that such signs are subject to the following regulations:

(1) Such signs shall be erected not earlier than 45 days prior to such election and shall be removed within ~~three~~ seven days following such election. ~~For city elections, political signs posted prior to the date of the scheduled primary election date may remain posted until three days following the general election.~~

(2) One election sign for each candidate and each issue sign is permitted on any one property frontage, except as modified herein. Such signs shall not exceed two square feet in area, and if detached, shall not exceed six feet in height. A maximum of four (4) election signs is permitted on any one property for various candidates or ballot issues. ~~For city elections, when an election is held for two city commission seat vacancies, two signs (one for each seat) are permitted on any one property frontage. In addition, one additional sign (other than a sign for a city commission seat or city mayoral candidate) may be placed on any property street frontage. For elections when no city commission or mayoral candidate or other city matter is on the ballot, one sign is permitted on any one property frontage.~~

(3) All signs shall be located behind the sidewalk, or ten feet behind the curb or edge or pavement, whichever is greater.

(4) Any candidate, election committee or organization for an electoral measure that does not conform to these provisions shall ~~be subject to the misdemeanor penalties provided by section 1-7 of this Code of Ordinances, or shall be subject to issuance of a citation under chapter 1, article II, of this Code of Ordinances or shall be subject to issuance of a notice to appear before the city's code enforcement board as provided under chapter 2, article III, division 4 of this Code of Ordinances.~~

Prior to the imposition of any of the foregoing penalties on a candidate for political office, written notice of the violation shall be delivered to the candidate's local campaign treasurer or to the candidate or his representative. If the violation is not corrected within 72 hours following delivery of such notice, the candidate shall be in violation of this subsection (e) whether or not the candidate erected the signs constituting the violation.

Prior to the imposition of any of the foregoing penalties on an election committee or organization for an electoral provision, written notice of the violation shall be delivered to the person or persons who publicly represent themselves as chairman of or in charge of such committees or organizations. If the violation is not corrected within 72 hours following delivery of such notice, the

election committee or organization for an electoral provision shall be in violation of this subsection (e) whether or not the committee or organization erected the signs constituting the violation.

(f) One temporary sign, portable sign or menu board may be located outside of a commercial business exclusive of beautification elements such as plants. ~~Except within the C-2 zoning district, t~~This sign must be located within two feet of the front wall or window of the building. The sign must not block or impede pedestrian traffic or be placed on the public sidewalk and at least six feet of clear sidewalk width must remain for pedestrian traffic. No sign may block a business entrance or pedestrian or vehicular traffic and may not be located within a parking space. There must be at least five feet of sidewalk. Sign placement shall not interfere with the American with Disabilities Act (ADA) requirements. The sign(s) shall not be placed in landscaped areas. The sign(s) cannot be located beyond the width of the business frontage. No A-Frame sign shall be secured, tethered, or installed on traffic devices, utility equipment, trees, furniture, poles, or any other fixture. Sign(s) shall be located on the ground or the sidewalk. Sign(s) shall not be located within sight triangles or in a manner that obstructs visibility to vehicular traffic. The sign must be no more than six feet in height and not more than ~~two feet in width.~~ four square feet. The signs must be decorative, with the name/logo of the business permanently included and incorporated into the sign design such that the sign may not simply be limited to a message area. The sign must be safely secured and removed under windy conditions. The sign must be removed when the business is not open. A temporary sign, portable sign or menu sign is not permitted if the business chooses to place an outdoor display of merchandise as permitted by ~~this Code section 58-82(aa).~~

~~(g) Portable signs. One portable advertising sign may be placed in front of active businesses in General Commercial (C-3) zoning districts at or near the front lot line of the property. The sign shall not obstruct traffic visibility for vehicles exiting or interfere with traffic circulation within the property and shall not exceed two feet in width or six feet in height. Multi-tenant properties with several businesses within a single building shall be limited to one portable sign to serve one or all of the businesses within the building. The sign shall be removed when the business is not open and shall be removed during high wind conditions. In addition, the sign shall not interfere with required landscaping for a property. Businesses with existing ground, pole or roof signs shall not be permitted an additional portable sign under this paragraph.~~

### **Sec. 58-135. - Prohibited signs.**

The following types of signs are expressly prohibited in all districts, except as otherwise provided by this article:

(1) ~~Animated signs, flashing signs, automatic changing signs, and inflatable signs are Animated signs, flashing signs and automatic changing signs or automatic changeable copy signs shall be prohibited. Also, interior or exterior blinking or flashing window signs of all sizes are prohibited. This is not intended to prohibit public service information signs and other electronic message centers where different copy changes are shown on the same lamp bank as long as such messages are limited to time, temperature, date and other public service non-advertising copy.~~

(2) Electronic signs.

~~(32)~~ *Snipe signs.* The ~~placing,~~ tacking, pasting or otherwise affixing of signs of a miscellaneous character on properties or to the walls of buildings, on poles, trees, fences or other structures is prohibited. Any snipe sign placed on or affixed to property or placed in the right-of-way, including but not limited to public property and rights-of-way along or adjoining any roadway, in violation of this Code, is hereby declared to be abandoned property and is subject to being removed by any person, so long as such removal is accomplished in a safe and peaceful manner. Nothing herein shall be construed to permit any person who removes such abandoned property to do so in a manner that endangers any person or the safety of any other person traveling on such roadway.

~~(43)~~ *Signs on public property.* With the exception of governmental signs erected by or on the order of a public officer, no sign shall be permitted on public property or over, or across any street or right-of-way except as may otherwise expressly be authorized by this article.

~~(54)~~ *Banner and wind signs.* Banner and wind signs shall be prohibited. In addition no more than three flags of a national, religious, fraternal or civic organization shall be displayed and no individual flag shall exceed 32 square feet. Government facilities displaying the traditional number of signs in the public interest and signs authorized under a special event permit are exempt from this provision.

~~(65)~~ *Parking of advertising vehicles.* No person shall park any motor vehicle in a location visible from a public right-of-way, which has attached thereto or located thereon any sign for the basic purpose of advertising products or directing people to a business or activity located on the same or nearby property or any other premises. This section is not intended to prohibit any form of vehicular signage such as a sign attached to a bus or lettered on a motor vehicle.

~~(76)~~ Generally. Signs are also prohibited which:

a. Bear or contain statements, words or pictures of an obscene, pornographic or immoral character. ~~or which contain advertising matter which is untruthful.~~

b. By reason of their size, location, movement, content, coloring or manner of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street signal or device, or which otherwise create a traffic hazard.

~~(87)~~ *Outdoor advertising or offsite advertising signs.* ~~Outdoor advertising signs or offsite advertising signs indicating other than the business, service or other activity sold, offered or conducted on the property [shall be prohibited].~~

~~(98)~~ Exposed neon or similar signs visible and within 100 feet of residentially zoned property.

~~(109)~~ Roof signs.

~~(114)~~ More than three balloons over 12 inches in diameter on any one property or any one balloon over 18 inches in diameter.



(12) Any sign prohibited by state or federal law.

(13) Any sign not expressly permitted in Article IV, Sign Regulations, is prohibited.

**Sec. 58-136. - Permits.**

(a) All new and existing signs shall be required to have a permit. Application for a sign permit shall be accompanied by a fee to be established by the city commission. No sign shall be constructed, structurally altered, or extended until such a permit has been issued. The following signs shall be exempt from this requirement, provided that such signs have no electrical parts or usage:

(1) Window signs;

(2) ~~Political and campaign signs~~ Election and free expression signs;

(3) Real estate signs;

(4) Signs which include no letters, symbols or designs, in excess of three inches in height;

(5) Signs which are a permanent architectural feature of the building or structure, such as a cornerstone or identifying letters carved into or embossed on the building, providing such letters are not illuminated apart from the building, are not made of a reflective material, and do not contrast in color with the building;

(6) Signs ~~less than of~~ two square feet ~~or less~~ located entirely on private property.

(7) Window displays of merchandise, pictures or models of products or services;

(8) Works of art which in no way identify a product;

(9) Directional signs four square feet in area or less which direct and guide traffic and parking do not include advertising;

(10) Coin-operated vending machines, gasoline pumps, telephone booths, and ice vending equipment;

(11) Up to three balloons 12 inches or less in diameter on one property or premises;

(12) Murals painted on walls that do not include advertising.

(13) A sign (except a window sign which shall be subject to the provisions of this article) located entirely inside the premises of a building or enclosed space and which is not readily visible from the exterior of the enclosed space or premises;

(14) A sign on a car, other than a prohibited vehicle sign;

(15) A statutory sign;

(16) A traffic control device sign.

(b) Sign permit applications.

A sign permit application for permanent and certain temporary signs as may be required by this article, or separate City Commission resolution, shall be prepared and submitted on forms available at the building department office, or other office designated by the City Commission. The sign permit application may supplant the information contained on any building permit application required by the Florida Building Code. The applicant shall furnish the following information on or with the sign permit application form:

(1) Name, address and telephone number of the person making application for the permit. If the applicant is anyone other than the property owner, the applicant shall provide written authorization from the property owner permitting the installation of the sign.

(2) Name, address and telephone number of the property owner. If the owner is an entity other than an individual, list the contact person's name.

(3) Name, address and telephone number of the business tenant, if applicable. If the tenant is an entity other than an individual, list the contact person's name.

(4) Name, address, telephone and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name.

(5) Address and legal description of the property upon which the sign is to be located. The legal address may be located on a certified boundary survey.

(6) Lot frontage on all streets and public rights-of-way.

(7) Indicate in feet and inches the location of the sign in relation to property lines, public rights-of-way, easements, buildings and other signs on the property.

(8) Freestanding signs shall require a boundary survey prepared within the last 24 months of the permit application date, and signed and sealed by a land surveyor or engineer licensed in Florida showing the proposed location of the sign.

(9) For all wall-mounted signs, the facade elevation with dimensions, drawn to scale. Windows and doors and other openings shall be delineated and their dimensions given.

(10) Sign dimensions and elevation, drawn to scale.

(11) Maximum and minimum height of the sign measured from finished grade.

(12) Dimensions of the sign's supporting members.

(13) Sign illumination, specifying illumination type, placement, intensity and hours of illumination.

(14) Three copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida, specifications documenting the applicable wind load, and electrical specifications, if applicable, meeting the minimum requirements of the applicable Electric code.

(15) Number, type, location and surface area of all existing signs on the same property.

(16) Landscape plan, as applicable.

(17) Signature of applicant. If the value of construction is \$2,500.00 or greater, a certified copy of notice of commencement shall be required prior to permit issuance.

(c) Sign permit application review.

(1) An applicant shall transmit or deliver a sign permit application for a permanent sign to the building department office, or such other office as may be designated by the city. The sign permit application shall be reviewed by the person designated by the Building Director for a determination of whether the proposed sign meets the applicable requirements of this article and any applicable zoning law. The review of the sign permit application shall be completed within 45 days following receipt of a completed application, and any applicable fees, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the 45th day after the date of receipt. A sign permit shall either be approved, approved with conditions (meaning legal conditions existing in the code such as dimensional requirements), or disapproved, and the decision shall be reduced to writing. A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the Building Director shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within 45 calendar days following submission, the application shall be deemed denied and the applicant may appeal to the Planning and Zoning Board. Any appeal shall be heard and a decision rendered within the time frames specified in this article for appeals.

(2) For the purpose of appeal to any court of law, an approval, an approval with conditions, or disapproval shall be deemed the final decision of the city upon the application.

(3) In the case of an approval with conditions or a disapproval, including a disapproval by lapse of time as described herein, an applicant may ask for reconsideration of the decision on the grounds that the Building Director may have overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration, accompanied by such additional fact(s) as the applicant may wish the Building Director to consider, shall be filed with the Building Director within ten calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the Building Director shall be deemed stayed and not a final decision until the request for reconsideration is decided. The request for reconsideration shall be decided within seven days of receipt by the city, not counting any intervening Saturday,

Sunday, or legal City holiday. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the Building Director shall verify upon request that any applicable fee was refunded even if the Building Director approves the application upon reconsideration.

(4) All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the 45-day deadline for a decision upon an application or the seven-day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.

(5) As exceptions to the foregoing, the 45-day deadline for approval and the seven-day deadline for a decision upon receipt of a request for a re-consideration shall not apply (that is, the time shall be suspended):

a. In any case in which the application requires a variance from any provision of the City Code of Ordinances, a rezoning of the property, or an amendment to the comprehensive plan of the city. In such cases, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.

b. If the applicant is required to make any change to the application in order to obtain an unconditional approval, the time shall be suspended while the applicant makes such change.

c. If an applicant is required to obtain an approval from any other governmental agency, the time shall be suspended until such approval is obtained.

d. In any of the foregoing cases, the applicant may elect to not seek a variance, make no change to the application, or obtain no approval that may be required by another governmental agency, and may instead demand a decision upon the sign permit application as filed. In such event, the Building Director shall make a decision on the application as appropriate within five business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied and the Building Director shall verify that any applicable fee was refunded to the person who paid the fee.

e. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the Building Director. However, the Building Director shall keep a record of the incomplete application or any application not accompanied by the correct fee, as required by applicable public record laws. In addition, the Building Director shall, within 45 days of receipt of such an application, send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward

otherwise, and that the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the Building Director.

(6) Any person aggrieved by the decision of the Building Director upon his or her sign permit application shall have the right to appeal to the Planning and Zoning Board.

(7) Appeals to Planning and Zoning Board.

a. Whenever it is alleged that there has been an error in an order, action, decision, determination, or requirement by the Building Director in the enforcement and application of any provision contained within this article or any other provision of this Code pertaining to sign permits (including any allegation that the Building Director has failed to act within applicable time frames), the aggrieved party may file a written appeal with the Planning and Zoning Board.

b. The written appeal shall be filed with the Planning and Zoning Board within thirty (30) days of the date of the alleged error. The written appeal shall describe the alleged error and the applicable provisions of the Code pertaining to the Building Director's order, action, decision, determination, requirement, or failure to act.

c. The Planning and Zoning Board shall hold a hearing within forty-five (45) days following receipt of the written appeal, not counting the day of the receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the forty-fifth day after the date of receipt.

d. The Planning and Zoning Board shall render a written decision within ten (10) days following the hearing.

e. If the Planning and Zoning Board does not render a decision within ten (10) days following the hearing, the sign permit shall be deemed denied.

f. Failure to appeal the decision regarding a sign application by the Building Director to the Planning and Zoning Board shall not be deemed a failure to exhaust administrative remedies. The applicant may choose to proceed directly to a judicial action once the sign application has been denied by the Building Director.

g. If an administrative appeal is filed by the applicant, and the Planning and Zoning Board fails to meet within the prescribed time, the appeal will be deemed denied, and the decision of the Building Director regarding the sign application will be deemed a final decision subject to immediate appeal to a court of competent jurisdiction.

h. Once a decision is appealed to the Planning and Zoning Board, the Building Director shall take no further action on the matter pending the Board's decision, except for unsafe signs which shall present an immediate and serious danger to the public, in which case the City may pursue any proper legal remedy available to it.

i. The Planning and Zoning Board shall comply with all applicable rules of conduct and procedures that pertain to zoning and that are not inconsistent with the provisions in this section.

j. Any person aggrieved by a decision of the Planning and Zoning Board may file an appeal to the City Commission, which shall follow the same procedure as the Planning and Zoning Board, as provided in this Section. Any person aggrieved by a decision by the City Commission may file an appeal to the courts as provided by law.

(db) All new signs shall be inspected at the time of initial installation. All existing signs shall be inspected within one year after the adoption of these regulations. When a sign is found to be nonconforming an inspection report stating what changes must be made in order to make the sign conform to these regulations and the date by which the sign must be made to conform or be removed, shall be issued to the sign owner, or to the property owner if the sign owner cannot be located.

(ee) Permits for temporary signs shall be valid only for the maximum time allowed in section 54-134 for the type of sign which is to be constructed or put into place. A new business, however, or a business in a new location with no permanent signs, may utilize temporary signs for a period of not more than 30 days or until installation of permanent signs, whichever shall occur first.

(fd) Annual off-site outdoor advertising sign permit.

(1) An annual off-site outdoor advertising sign permit must be obtained and an annual permit fee paid for each off-site outdoor advertising sign structure located within the city. No person shall operate, use, maintain, or cause to be operated, used, or maintained, any off-site outdoor advertising sign within the city without first obtaining an annual off-site outdoor advertising sign permit from the office of planning and community development and paying the required fee.

(2) Application for an annual off-site outdoor advertising sign permit shall be made on a form prescribed by the city and a separate application shall be submitted for each sign permit requested. A permit shall be required for each off-site outdoor advertising sign. Every application shall be accompanied by the appropriate permit fee as well as a signed statement by the owner or copy of existing lease of the site on which the off-site outdoor advertising sign exists authorizing placement of the off-site outdoor advertising sign on that site. The annual permit application shall contain at a minimum the following information:

a. The full name and current mailing address of the owner or owners of the off-site outdoor advertising sign;

b. The street address of the property on which the off-site outdoor advertising sign is located;

c. The state permit tag number (if any) for the off-site outdoor advertising sign;

d. The real estate identification number for the real property on which the off-site outdoor advertising sign is located, together with the full name and mailing address of the owner or owners of the real property;

e. The value of the off-site outdoor advertising sign as reported for purposes of the prior calendar year's tangible personal property tax return;

f. The off-site outdoor advertising sign's size in square footage;

g. The off-site outdoor advertising sign's height from ground level to the top of the sign;

h. Whether the off-site outdoor advertising sign is illuminated;

i. The off-site outdoor advertising sign's general description as to type and number of faces;

j. The off-site outdoor advertising sign's type of construction (wood, steel, concrete, monopole etc.) and the number of supports; and

k. The date the off-site outdoor advertising sign was acquired and the depreciation schedule used for federal income tax purposes.

(3) The annual off-site outdoor advertising sign permit fee shall be determined by the schedule of fees established by the city commission.

(4) Permit for off-site sign. For each permit issued, the applicant shall be furnished a serially numbered tag to be affixed to the off-site outdoor advertising sign structure. The permittee is responsible for maintaining a valid permit tag on each off-site outdoor advertising sign at all times. The tag shall be displayed on a support member or pole closest to the nearest street and must be clearly visible from the nearest street at all times. The permit shall become void upon noncompliance with these requirements. The permit shall become void unless the permit tag is properly and permanently displayed at the permitted site within 15 days after the date of permit issuance. An off-site outdoor advertising sign shall become unlawful if its permit is not renewed, or if the conditions imposed by the city commission are not maintained and 30 days have passed and the permittee has failed to comply with such conditions after 30 days notice of such. Within the 30 days of notice, the permittee may appeal the decision of the Building Director. ~~building and code enforcement director.~~

(5) A permit is valid only for the location for which it is specifically issued. A permit may not be transferred from one location to another.

(6) As a prerequisite of obtaining a permit an applicant must present evidence of applicant's control over the site of the off-site outdoor advertising sign.

(7) All annual off-site outdoor advertising sign permits and tags shall be renewed annually on October 1st.

~~(8) All outdoor advertising signs existing in the city at the time of the effective date of the ordinance from which this subsection derives (March 12, 2002), shall be required to bear a valid permit tag within 120 days of that date.~~

**Sec. 58-137. - Construction, maintenance, removal and disposition of signs.**

(a) All signs shall comply with the city's building code, the National Electrical Code, and the Florida Outdoor Advertisers Statutes and all other laws and ordinances applicable to signs and their construction, sites and operation. All permanent sign structures shall be completed within 60 days from the beginning of construction.

(b) Any sign which no longer advertises a bona fide business conducted, or a product sold, shall be taken down or the message portion removed or hidden from view by the owner, agent or person having a beneficial use of the building, structure or land upon which such sign is located, within 30 days after written notification by the city.

(c) Signs shall be kept clean, neatly painted and free from all hazards, such as but not limited to, faulty wiring and loose fastenings, and must be maintained at all times in such safe condition so as not to be detrimental to the public health and safety. Signs which become condemned must either be removed or restored in conformance with applicable regulations within 30 days after written notification by the city. Signs which are not removed or restored will be demolished by the city at the property owners' expense, as provided in the building code.

~~(d) Banners, flags, project development signs, real estate signs, snipe signs, sandwich signs, a-frame portable signs and special event signs which are erected or used unlawfully such that they do not conform to the provisions of this article are subject to removal. The city commission finds that, in view of the inexpensive nature of these signs, and the administrative burden which would be imposed by the procedural prerequisites prior to removal, any procedure other than the summary removal of these signs when unlawfully erected and maintained would defeat the purpose of regulating such signs. Therefore, the city manager is hereby authorized to remove such signs when unlawfully erected and maintained. The city shall proceed by notifying either in person, by phone or by letter, the occupant and/or owner of the property, and if the sign identifies a party other than the occupant/owner of the property, the party is so identified. The notice shall advise that the sign is unlawful, and that the removal is required within 48 hours or the sign is subject to removal by the city. The notice shall advise that the sign, if removed by the city, may be retrieved within 30 days and that if the sign is not retrieved within that time, it will be disposed of by the city. Prior to the disposal of the sign, another notice shall be delivered concerning possible action.~~

~~(de) Signs and sign structures not subject to removal pursuant to subsection (d) above which are, or have been erected or maintained unlawfully, may be referred to the code enforcement board for appropriate action, or the city may proceed to pursue all remedies available at law or equity to it to remove signs or sign structures which are or have been unlawfully erected or maintained.~~



(ef) All signs placed on city property or within street rights-of-way shall be subject to removal and disposal by the city.

**Sec. 58-138. - Variance and appeals procedures and conditions.**

(a) The city commission shall be empowered to grant dimensional variances for signs located on properties that require conditional use approval by the city commission. ~~or in circumstances where agreements are approved by the city commission pursuant as specified in sections 58-85 and 58-86~~

(b) City Commission Agreements.

(1) Under this section and pursuant to Fla. Stat. § 70.20, the city commission shall be empowered to grant variances from the terms of this article and to permit signs otherwise prohibited by this article as deemed appropriate via consensual agreements regarding nonconforming or prohibited signs on private properties as deemed necessary to fulfill the goals of the city, in improving the aesthetic appeal of the city, in reducing the number of outdoor advertising signs and in preserving and protecting historic or architecturally significant signs. If this section is declared invalid, illegal, or unenforceable by a final order from a court of competent jurisdiction and such court order specifically requires the removal of any digital or electronic off-premise sign constructed in accordance with this section, then, upon such court order becoming final and non-appealable, (i) the authorization for any digital or electronic off-premise sign allowed by this subsection and implemented through an agreement entered into pursuant to this section shall immediately be illegal and null and void; (ii) any digital or electronic off-premise sign that has been constructed pursuant to this subsection of the City Code shall become illegal and, within 30 days of the expiration of the date the order becomes final and non-appealable, must be either demolished and removed at the expense of the sign owner or converted to a static sign at the expense of the sign owner; (iii) any static off-premise signs that were removed in order to construct digital or electronic off-premise signs may be rebuilt, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, and provided that the following conditions are met: (1) the only static off-premise signs that may be rebuilt are those on Federal Aid Primary (FAP) roadways; (2) if the court order described in this subsection becomes final and non-appealable within five years of the effective date of the ordinance codified in this section, the sign owner shall not rebuild more than 50 percent of the static off-premise signs previously removed under this section and associated agreements; (3) if the court order becomes final and appealable between five years and ten years after the effective date of the ordinance, the sign owner shall not rebuild more than 25 percent of the static off-premise signs previously removed under this section and associated agreements; (4) if the court order becomes final and appealable ten years or more after the effective date of the ordinance, the sign owner shall not rebuild any static off-premise sign previously removed under this section and associated agreements; and (5) any static off-premise sign rebuilt under this subsection shall be classified as a legally nonconforming off-premise sign; and (iv) this subsection of the City Code shall become void and repealed.

(2) Electronic Sign Performance Standards for Commission Agreements. The agreements will provide that off-premise signs may only be permitted, constructed, and operated in accordance with the following standards as minimum standards, although agreements may include stricter standards:

a. The signs' heights will be based on the location.

b. The signs must be set back at least 50 feet from the curb or 35 feet from the front lot line or by DOT standards.

c. The signs must meet all FDOT outdoor advertising sign separation requirements.

d. The minimum spacing between the electronic sign and another billboard sign with faces visible from the same driving direction along the roadway shall comply with the requirements of F.S. 479.07(9)(a)(1). The distance shall be measured from the nearest point of the sign as projected to the centerline of the roadway upon which the sign is intended to be viewed to the nearest point of the other sign as measured to its closest point as projected to the centerline along the same roadway.

e. The electronic sign face shall not contain the following: (i) movement, or the appearance or optical illusion of movement, (ii) movement of any part of the sign structure, design, or pictorial segment of the sign, and (iii) the movement or the appearance of movement of any illumination or the flashing, strobing, racing, scintillating or the varying of light intensity.

f. The signs must not be illuminated in such a manner so as to cause glare or to impair the vision of motorists or otherwise distract motorists so as to interfere with motorists' ability to safely operate their vehicles. The signs shall not be of such intensity or brilliance that they interfere with the effectiveness of an official traffic sign, device or signal or be confused with traffic safety lights and signs. Otherwise, the sign shall comply with the lighting requirements of the State of Florida, including Ch. 479, Florida Statutes, and Rule 14-10, Florida Administrative Code, which currently prohibit moving light.

g. Lighting levels from the electronic sign face will not exceed 0.3 foot candles over ambient levels, as measured using a foot candle meter at a pre-set distance of 250 feet from the base of the sign structure. The measurement of the brightness level must be taken with the meter aimed directly at the billboard sign face from the applicable pre set distance. As limited by the above standards, the sign shall not be brighter than is necessary for clear and adequate visibility. At the time of sign permit application, the sign company must submit a certification to the Building Director that this standard has been satisfied. The electronic sign's operating system shall contain a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the brightness standards set forth in the preceding sentence.

- h. The signs shall not scroll, contain copy that flashes, or feature motion pictures.
- i. The "dwell time," defined as the interval of change between each individual message, shall be eight (8) seconds in duration; provided, however, that the sign company may program dwell times greater than eight (8) seconds in its sole discretion. The dwell time shall not include the time required to change a message.
- j. The sign face must change instantaneously and imperceptibly.
- k. The signs must include a default mechanism or setting that will cause the sign face to turn off or freeze in one position at a brightness no brighter than normal operation if a malfunction or failure (meaning any unintended interruption in message sequencing) occurs.
- l. No embellishments or cutouts may be utilized on the signs.

(c) The board of adjustments shall also be empowered to grant variances for signs subject to the limitations in this Code regarding the type and nature of variances permitted subject to the same provisions as specified in sections 58-91 and 58-92. ~~58-88 and 58-89~~

(d) The planning and zoning commission and the city commission shall be empowered to hear and decide appeals of decisions made by the building director in the enforcement or administration of this article as specified in this chapter. ~~section 58-91~~

**Section 58-139. Substitution of non-commercial speech for commercial speech. ~~Protection of first amendment rights.~~**

Any sign, display, or device allowed under this article may contain, in lieu of any other copy, any otherwise lawful noncommercial message that does not direct attention to a business operated for profit or to a commodity or service for sale, and that complies with all other requirements of this article.

Notwithstanding anything contained in this section or Code to the contrary, any sign erected pursuant to the provisions of this Section or the Code may, at the option of the owner, contain a non-commercial message in lieu of a commercial message and the non-commercial copy may be substituted at any time in place of the commercial copy. The non-commercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to non-commercial messages, or from one non-commercial message to another non-commercial message, as frequently as desired by the owner of the sign, provided that the size, height, setback and other dimensional criteria contained in this section and the Code have been satisfied.

**Section 58-140. Appellate Decisions Deemed Final, Subject to Review.**

The appellate decisions, pursuant to Section 58-136 above, shall be deemed final, subject to judicial review by the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida, filed in accordance with the requirements of law, seeking such appropriate remedy as may be available.

**Section 58-141. Content neutrality as to sign message (viewpoint).**

Notwithstanding anything in this section or Code to the contrary, no sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

**Section 58-142. Severability.**

(a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section.

(b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 58-142, or elsewhere in this section, this Code, or any adopting ordinance, if any part, section subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt signs to permitting or otherwise.

(c) *Severability of provisions pertaining to prohibited signs.* Without diminishing or limiting in any way the declaration of severability set forth above in Section 58-142, or elsewhere in this section, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under Section 58-135 of this section. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of Section 58-135.

(d) *Severability of prohibition on off-site signs.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this section and/or any other Code provisions and/or laws as declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on off-site signs as contained in this section and Code.

**CITY OF WINTER PARK  
PLANNING AND ZONING BOARD**

**Staff Report  
February 4, 2014**

**REQUEST OF ENGLISH AND SWOOPE INVESTMENT LLC AND VILLAGE PARK SENIOR HOUSING PARTNERS LTD. TO: AMEND THE CONDITIONAL USE AND DEVELOPMENT AGREEMENT FOR THE VILLAGE PARK SENIOR HOUSING PROJECT AT 550 N. DENNING DRIVE SO AS TO ADD THE PROPERTY AT 796 W. SWOOPE AVENUE TO THE PROJECT THEREBY PERMITTING AN INCREASE IN DENSITY FROM 105 TO 108 APARTMENTS WITHIN THE SENIOR HOUSING PROJECT.**

---

This is a request by English and Swoope Investment LLC and Village Park Senior Housing Partners Ltd. (Atlantic Housing Partners) to amend their Conditional Use approval and Development Agreement so as to add the property at 796 W. Swoope Avenue into the project in order to permit an increase in the density for the senior housing project from 105 units to 108 units.

**Property History:** In 2006, the City approved the Denning Drive apartment project at 550 N. Denning Drive. It was a three story project of 105 units. The parking garage was constructed first but when the real estate economy declined in 2008, the construction halted. The original 550 N. Denning property and 861 W. Canton property was then sold to Atlantic Housing Partners in late 2012, who revised the plans into a four story, 105 unit senior housing project. In December 2012 and January 2013 the City Commission approved the revised project via Conditional Use and Development Agreement.

**Current Development Request:** The interior floor plans for the senior housing project anticipate on the 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> floors, a common area storage locker amenity for the residents to use for their storage needs such as holiday decorations and such. The applicants would like to convert those storage locker amenity spaces into an apartment unit on each of those three floors thereby increasing the density of the building/project by three units from 105 units to 108 units. The project however, is at the maximum 30 units per acre permitted under the Comp. Plan and Zoning Code. That is 25 units/acre based on the R-4 zoning and the 5 unit/acre density bonus for affordable housing.

In order to pursue this expansion, the applicants purchased the adjacent property at 796 W. Swoope Avenue. This property of 20,000 sq. ft. (80x250) is zoned R-3. Based on the R-3 maximum density of 17 units/acre, this 0.46 acres could then potentially hold seven units.

There are four existing units on the property today. There is a concrete block home in the front and three wood frame buildings in the rear. Those units are habitable and occupied but have been provided with minimal upkeep.

The Conditional Use and Development Agreement request of the City is to utilize the unused or available density of 796 W. Swoope Avenue (four existing units versus the potential for seven units) by allowing those units to be constructed within the senior housing building project, replacing the storage locker amenity on each floor. Any future redevelopment of 796 W. Swoope Avenue would be capped at the four unit maximum by the Development Agreement deed restriction.

The applicant is also requesting the ability to form a land condominium for both of these properties (550 N. denning and 796 W. Swoope) which would then permit the sale of the 796 W. Swoope component to a third party/parties for ownership of those four units. To that end, the property is listed thru MLS for sale and has a contract to purchase pending.

**Parking:** The existing Conditional Use and Development Agreement approved and required 170 parking spaces within the parking garage in addition to other parking outside the parking garage which was a variance from the zoning code requirement of 2.5 spaces for each unit to 1.62 spaces per unit within the parking garage. There is no new parking provided for these three new units. Thus a supplementary variance is requested to reduce the parking to 1.57 spaces per unit, within the parking garage. This change is deminimus.

**Affordable/Workforce Housing:** The three new units would not be required by the City to be committed as affordable housing and could be added to the unrestricted units in the project. As background, the December 2012 submittal to the City explained the affordable housing use as outlined below:

What does that "Senior Housing" mean? Is it 55 yrs. or older? Is it 100% senior?

*This residential development will be restricted as "housing for older persons" which means housing intended and operated for occupancy by persons 55 years of age or older. This restriction will require that at least 80 percent of the occupied units are occupied by at least one person 55 years of age or older. The residential development will also have a restriction providing for a prohibition against residents 18 years of age or younger.*

What does affordable or workforce housing mean? Is it based on income limits for the tenants? How does their personal income relate or correspond to the rent charged?

*The community is being developed utilizing resources provided from Federal Housing Tax Credits allocated by Florida Housing Finance Corporation (FHFC) in a competitive application process. The commitments of the competitive application are as follows:*

84% of the residential units (88 units) will be set-aside for households earning less than 60% of the Orlando MSA Median Income as adjusted for family size. For 2012 this would equate to a household income limitation ranging from \$24,000 to \$40,000. 10% of the residential units (11 units) will be set-aside for households earning less than 33% of the Orlando MSA Median Income as adjusted for family size. For 2012 this would equate to a household income limitation ranging from \$13,000 to \$22,000. There would also be 6 units with no income restrictions. The rent charged is based upon the number of bedrooms and the income set-aside (33% or 60%). The resident's personal income must be adequate to support the rent charged. The rents are adjusted annually. For 2012 the gross rents would be as follows:

*11 Units at 33% income limitation;*

- 1 bedroom = \$360/month (approximately 6 units)*
- 2 bedroom = \$432/month (approximately 3 units)*
- 3 bedroom = \$499/month (approximately 1 unit)*

*88 units at 60% income limitation;*

- 1 bedroom = \$655/month (approximately 50 units)*
- 2 bedroom = \$786/month (approximately 26 units)*
- 3 bedroom = \$908/month (approximately 12 units)*

*6 units unrestricted*

- 1 bedroom = approximately 4 units*
- 2 bedroom = approximately 2 units*
- 3 bedroom = approximately 1 units*

The current rental rates from the Village Park Apartment project website are \$756 for one bedroom units, \$838 for two bedroom units and \$899 for three bedroom units.

### **Staff Summary and Recommendation:**

The property at 796 W. Swoope Avenue has four somewhat deteriorated rental units. There has been some minimal repairs undertaken in order to make the units marketable but when this transaction is completed the City will still have four somewhat deteriorated rental units. This could be an opportunity for the applicant to continue their senior housing mission on this property or to reach out to the Winter Park Housing Authority who has the housing complex across the street for a partnership in improving the quality of these units and helping fill a housing need. It is staff's opinion that this request by the applicant is just to get this approval and flip the property.

Within the new Village Park Apartment complex, the City has (at minimum) 105 new Winter Park residents in the City living in this project. This request results in the removal of an amenity from its new city residents.

Alternatively, one can question if it is the "business" of the City to insure what kind of amenities the residents of the complex have access to. From the exterior of the project, no one will know if there are 105 or 108 units within the building.

**Development Agreement:**

The Development Agreement amendment (attached) serves to record in the public records, the approval and conditions attached thereto. It is a challenge for staff to implement the terms of Development Agreements. In this case, it may be advisable to rezone 796 W. Swoope Avenue from R-3 to R-2 so that the four unit maximum density becomes inherent in the R-2 zoning.

**STAFF RECOMMENDATION IS FOR APPROVAL subject to the Development Agreement terms and conditions and the applicant's consent to a rezoning to R-2 for the 796 W. Swoope Avenue property.**

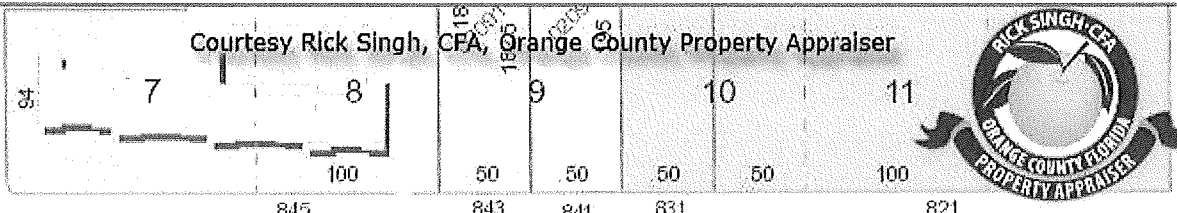


**OCA Web Map**

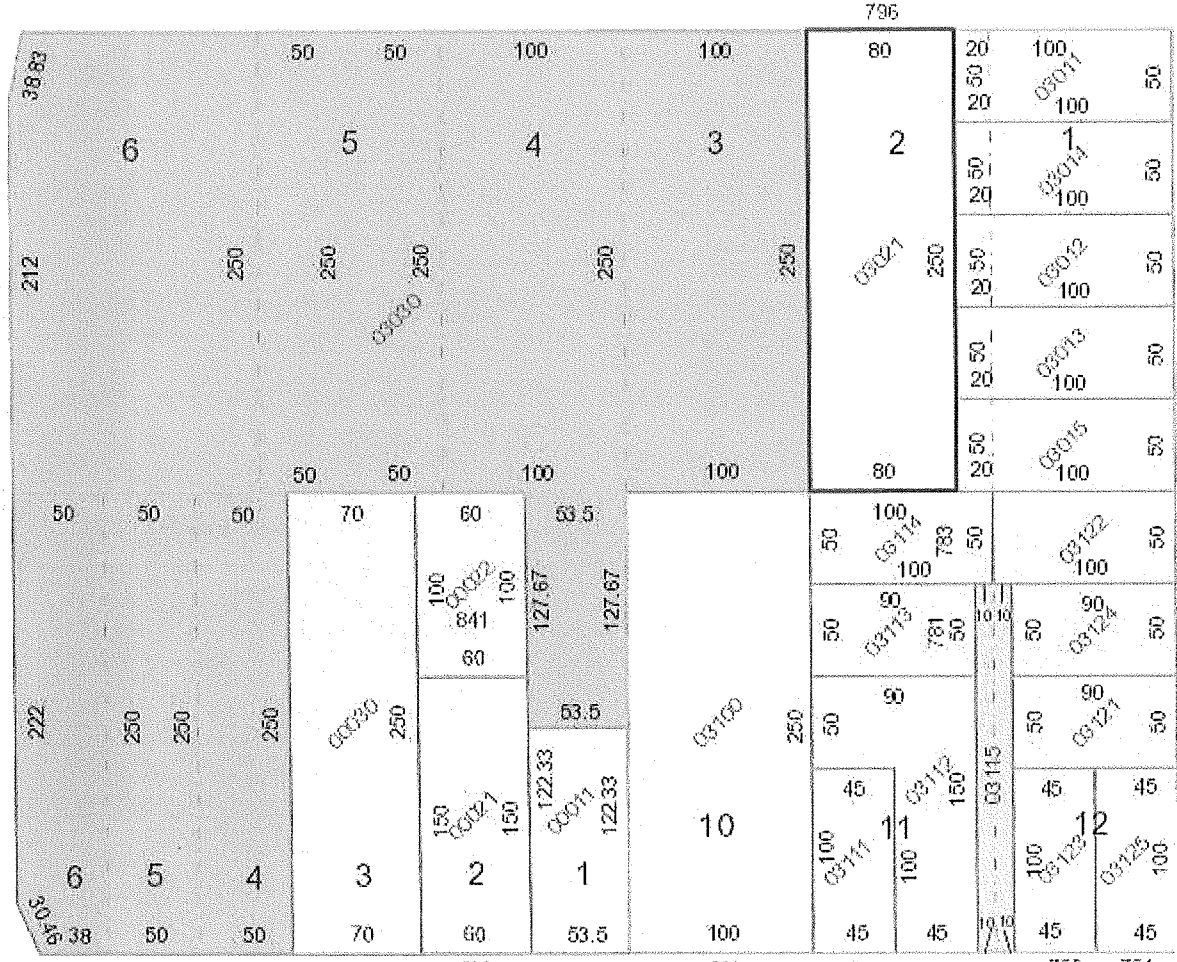
- |  |                  |  |                         |  |                                 |  |                                   |  |                  |          |                  |
|--|------------------|--|-------------------------|--|---------------------------------|--|-----------------------------------|--|------------------|----------|------------------|
|  | Major Roads      |  | Proposed Road           |  | Residential                     |  | Commercial/Industrial/Vacant Land |  | Parks            | <b>6</b> | Lot Number       |
|  | Florida Turnpike |  | Public Roads            |  | Agriculture                     |  | Agricultural Curtilage            |  | Lakes and Rivers | 05060    | Parcel Number    |
|  | Interstate 4     |  | Gated Roads             |  | Commercial/Institutional        |  | Hydro                             |  | Building         | 3106     | Parcel Address   |
|  | Toll Road        |  | Road Under Construction |  | Governmental/Institutional/Misc |  | Waste Land                        |  | Block Number     | 111.9    | Parcel Dimension |



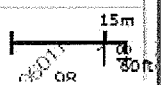
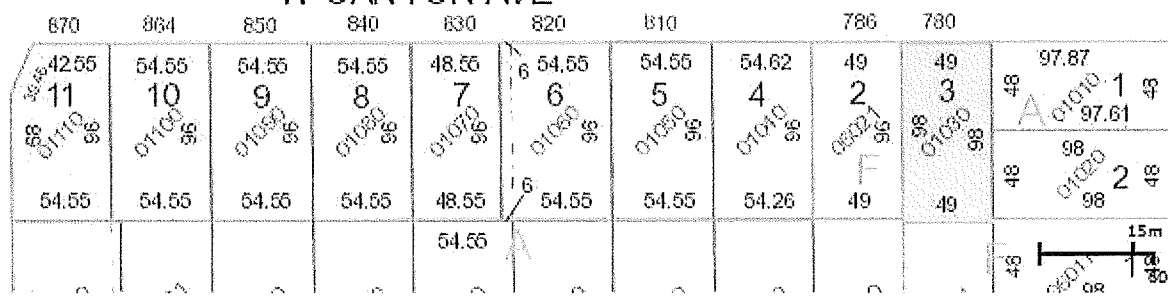
Courtesy Rick Singh, CFA, Orange County Property Appraiser



**W SWOOPE AVE**



**W CANTON AVE**



**OCPA Web Map**

Florida Turnpike	Major Roads	Proposed Road	Residential	Commercial/Industrial/Vacant Land	Parks	<b>6</b> Lot Number
Interstate 4	Public Roads	Brick Road	Agriculture	Agricultural Curtilage	Lakes and Rivers	<b>06060</b> Parcel Number
Toll Road	Road Under Construction	Block Line	Commercial/Institutional	Hydro	Building	<b>3106</b> Parcel Address
		Lot Line	Governmental/Institutional/Map	Waste Land	Block Number	<b>111.9</b> Parcel Dimension



Created: 11/16/2013

This map is for reference only and is not a survey.

Lowndes  
Drosdick  
Doster &  
Kantor  
Reed, P.A.

A T T O R N E Y S  
A T L A W

M. REBECCA WILSON  
DIRECT DIAL: 407-418-6250  
North Eola Drive Office  
POST OFFICE BOX 2809  
ORLANDO, FLORIDA 32802-2809  
rebecca.wilson@lowndes-law.com

 MERITAS LAW FIRMS WORLDWIDE

December 20, 2012

**SENT VIA HAND DELIVER**

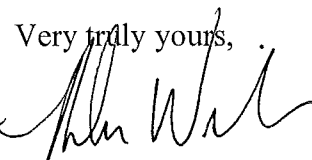
Mr. Jeff Briggs  
Planning & Community Development Director  
Winter Park Planning Dept.  
401 Park Avenue South  
Winter Park, FL 32789

**Re: 796 W. Swoope Avenue**

Dear Jeff:

As you know, I represent the property owner of those certain properties located at 550 N. Denning Drive and 796 W. Swoope Avenue. As previously discussed, the owner desires to add the property at 796 W. Swoope Avenue into the Development Agreement and convert storage area in the senior housing project located at 550 N. Denning Drive into three new units for a total of 108 units. The owner is not proposing any modifications to the exterior of the building.

Enclosed please find our Application, the application fee and the proposed First Amendment to Amended and Restated Developer's Agreement.

Very truly yours,  
  
M. Rebecca Wilson

MRW/nle  
Enclosures  
cc: Scott Culp

THIS INSTRUMENT WAS PREPARED BY  
AND SHOULD BE RETURNED TO:

Rebecca Wilson, Esquire  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 North Eola Drive  
Post Office Box 2809  
Orlando, FL 32802-2809  
(407) 843-4600

**FIRST AMENDMENT TO AMENDED  
AND RESTATED DEVELOPER'S AGREEMENT  
(DENNING SQUARE)**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "First Amendment") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **English and Swoope Investment LLC**, a Florida limited liability company and **Village Park Senior Housing Partners LTD**, a Florida limited partnership (together referred to as "Developer"), 200 East Canton Avenue, Suite 102, Winter Park, Florida 32789.

**WITNESSETH:**

WHEREAS, the City and Denning Swoope GP, LLC, entered into that certain Amended and Restated Developer's Agreement (Denning Square) dated January 28, 2013, and recorded in Official Records Book 10534, Page 592, Public Records of Orange County, Florida ("Developer's Agreement") for the development of the properties located at 410/550 N. Denning Drive, 800/ 828/844 Swoope Avenue, and 861 W. Canton Avenue ("Subject Property").

WHEREAS, Village Park Senior Housing Partners, LTD., is the successor in interest of Denning Swoope, GP, LLC;

WHEREAS, the Developer's Agreement, among other things, approved development for the Subject Property as a 105 unit affordable Senior Housing project ("Project");

WHEREAS, the Developer recently acquired a contiguous property located at 796 West Swoope Avenue ("New Property");

WHEREAS, the New Property is approximately 0.46 acres and zoned R-3;

WHEREAS, the Developer desires to develop the Project and the New Property as a single building lot;

WHEREAS, the Developer would like to include the New Property in the Developer's Agreement and increase the Project unit count from 105 to 108 with no change to the exterior of the building or the building footprint;

WHEREAS, the City and Developer desire to amend the Developer's Agreement and include the property at 796 West Swoope Avenue;

Now, THEREFORE, for and in consideration of the terms and conditions of this First Amendment and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions:

1. Revised Subject Property Description. The Subject Property is comprised of 3.96 acres as more particularly described on Exhibit "A" attached hereto and incorporated by this reference. [EXHIBIT A TO INCLUDE THE NEW PROPERTY]

2. Project Approvals. There are no changes, amendments or modifications to the site plan or exterior architectural elevations for the Project which were approved by the City Commission on December 10, 2012.

3. Units. Section 3 of the Developer's Agreement grants a Density Bonus of five (5) additional units per acre of density for affordable housing. The Density Bonus as applied to the existing 3.5 acres of land yielded 105 units. The addition of the New Property (0.46 acres) and without requesting a density bonus, yields 7 new units (17 units an acre) ("New Units").

4. Use of New Units. The New Units (7) shall be allocated as follows:

550 Denning Ave. (Village Park Senior Housing) - 3 units

796 West Swoope Ave. - 4 units

5. New Property (796 West Swoope Ave.). The New Property shall be maintained as currently developed and kept in good and clean order pursuant to City Codes. Any new development on the site must receive a Conditional Use Permit.

6. Parking. Parking for the four units allocated to the New Property will be provided in accordance with Code on the New Property. The parking variance provided in the Developer's Agreement will be extended to allow 1.57 spaces per unit.

7. The Subject Property, composed of the Project and the New Property, is considered a single integral parcel for all purposes, and must not be sold, subdivided, or otherwise disposed of or encumbered in lesser parcels, except as allowed by superseding law. If Developer creates a condominium, Developer agrees the Subject Property will be burdened by one set of covenants and restrictions, and that Developer will not initiate a partial termination of the condominium.

8. Other than the modifications contained herein, the Developer's Agreement shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Kenneth W. Bradley, Mayor

\_\_\_\_\_  
Name: \_\_\_\_\_

ATTEST:  
By: \_\_\_\_\_  
Cynthia S. Bonham, City Clerk

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Kenneth W. Bradley, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

English and Swoope Investment LLC, a  
Florida limited liability corporation

By: \_\_\_\_\_  
Paul M. Missigman, Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Dean C. Price II, Manager

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2014, by \_\_\_\_\_, as \_\_\_\_\_ of English and Swoope  
Investment, LLC. He (She)  is personally known to me or  has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)



Village Park Senior Housing Partners, a Florida limited partnership

By: Eastwind Kensington Place, LLC, a Florida limited liability company, General Partner

Name: \_\_\_\_\_

By: \_\_\_\_\_  
John F. Weir, Manager

Name: \_\_\_\_\_

By: Denning Swoope GP, L.L.C., a Florida limited liability company, General Partner

By: \_\_\_\_\_  
W. Scott Culp, Manager

Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by \_\_\_\_\_, as \_\_\_\_\_ of Village Park Senior Housing Partners, LTD. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
(Name typed, printed or stamped)

# Original Development Agreement

Prepared by:  
M. Rebecca Wilson, Esq.  
Lowndes, Drosdick, Doster, Kantor & Reed, P.A.  
215 N. Eola Drive  
Orlando, FL 32801

DOC# 20130131529 B: 10534 P: 0592  
03/07/2013 03:24:51 PM Page 1 of 8  
Rec Fee: \$69.50  
Deed Doc Tax: \$0.00  
DOR Admin Fee: \$0.00  
Intangible Tax: \$0.00  
Mortgage Stamp: \$0.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
PU - Ret To: LOWNDES DROSDICK ET AL



After Recording Return to:  
City of Winter Park City Clerk's Office  
401 Park Avenue South  
Winter Park, FL 32789

## AMENDED AND RESTATED DEVELOPER'S AGREEMENT\*

(Denning Square)

\*re-recorded with corrected signatures

THIS AMENDED AND RESTATED DEVELOPER'S AGREEMENT (the "Amended Agreement") is made and entered into this 28<sup>th</sup> day of JAN, 2013, by and between the **City of Winter Park, Florida**, a political subdivision of the State of Florida (the "City"), 401 Park Avenue South, Winter Park, Florida 32789 and **Denning Swoope GP, LLC**, a Florida limited liability company, (referred to as "Developer"), 700 West Morse Boulevard, Suite 220, Winter Park, Florida 32790-0350.

### WITNESSETH:

WHEREAS, the City and Denning Partners, Ltd. ("Denning Partners") entered into that certain Developer's Agreement dated August 19, 2006 and recorded in Official Records Book 8850, Page 769, Public Records of Orange County, Florida ("Original Developer's Agreement") for development of the properties located at 410 and 550 North Denning Drive, 800/828/844 Swoope Avenue, 781/783/835 W. Canton Avenue and 441/437 N. Capen Avenue, Winter Park, Florida ("Original Property");

WHEREAS, the Original Developer's Agreement and site plan approval granted, among other things, the right to construct a 105 unit apartment project and a parking garage (the "Original Project");

WHEREAS, Denning Partners, on or about 2009, built the approved Parking Garage on a portion of the Original Property;

WHEREAS, Developer is the successor to Denning Partners, Ltd., and has filed for approval of a modified project, also a 105 unit apartment ("Project"), on 410/550 N. Denning Drive, 800/828/844 Swoope Avenue, and 861 W. Canton Avenue ("Subject Property");

WHEREAS, the Original Property did not include the real property located at 861 W. Canton Ave., which the Developer now desires to have added to the Project, after changes to the zoning;

WHEREAS, in addition the Developer desires to remove from the Project the properties located at 441/437 N. Capen Ave. and 835/781/783 W. Canton Ave.;

WHEREAS, Developer intends to build and manage the project as affordable Senior Housing in accordance with the Housing for Older Persons Act, 42 USCA § 3607(b);

WHEREAS, the City and Developer desire to modify the Original Developer's Agreement and approved site plan in the manner set forth hereafter, and this Amended Agreement will replace the Original Agreement; and

WHEREAS, this Amended Agreement is adopted pursuant to the Conditional Use section of the City Code, Section 58-90, and is not a statutory development agreement under Fla. Stat. §163.3220, et seq., or Section 58-7 of the City Code.

NOW, THEREFORE, for and in consideration of the terms and conditions of this Amended Agreement and the mutual covenants set forth herein, and for other good and valuable consideration, the City and Developer agree to the following conditions as follows:

1. Subject Property: The Subject Property is comprised of approximately 3.5 acres as more particularly described on Exhibit "A" attached hereto and incorporated by this reference.

2. Project Approvals: The site plan and exterior architectural elevations for the Project were approved by the City Commission on December 10, 2012, subject to compliance with this Amended Agreement.

3. Density Bonus: In accordance with the City of Winter Park Comprehensive Plan Policy 1-2.1.8, the City Commission approved a density bonus for the Project of five (5) additional units per acre of density for the construction of affordable housing. The Density Bonus grants the Project a total of 105 units (30 units an acre) based on the 3.5 acres of land.

4. Special Conditions of Approval: The following variances or conditions of approval are included in the Conditional Use Permit as follows:

a. Parking: The required parking is 170 parking spaces within the existing Parking Garage (1.62 parking spaces per unit) which is located on the Subject Property.

b. Setbacks: The Project has been approved by the City Commission to utilize a 21.44 foot street front setback to Denning Drive, a median or average 11.65 foot street setback to Swoope Avenue, and a 10 foot setback to the eastern boundary. The existing Parking Garage has been approved by the City Commission to utilize a 20 foot setback.

5. Senior Housing: Owner agrees to limit the approved residential units for use as a community intended and operated for occupancy by persons 55 years of age or older in accordance with the Housing for Older Persons Act of 1995, 42 USCA § 3607(b), and pursuant to applicable state and federal laws for a period of fifty (50) years from the receipt of Certificates of Occupancy.

6. Each party to the Amended Agreement represents and warrants to the other that it has all necessary power and authority to enter into and consummate the terms and conditions of this Amended Agreement and that all acts, approvals, procedures and similar matters required in

order to authorize this Amended Agreement have been taken, obtained or followed, as the case may be, and upon the execution of this Amended Agreement by both parties, this Amended Agreement shall be valid and binding upon the parties hereto and their successors in interest.

7. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. This Amended Agreement may only be amended or terminated by a written agreement executed by all parties hereto or by their successors in interests.

9. This Amended Agreement and the terms and conditions hereof shall be binding upon and inure to the benefit of the City, Developer and their respective successors in interests, and the terms and conditions shall be binding upon and inure to the benefit of the Subject Property, and shall run with title to the same.

10. This Amended Agreement may be recorded by the City, at the City's expense, among the Public Records of Orange County, Florida. Notwithstanding the foregoing, the same shall not constitute any lien or encumbrance on title to the Subject Property and shall instead constitute record notice of government regulations which may regulate the use and enjoyment of the Subject Property. The City shall, upon written request by Developer, provide written confirmation of the status of this Amended Agreement and performance or non-performance of obligations hereunder as may be reasonably requested by Developer or any lender with respect to the Subject Property.

11. If any provisions of this Amended Agreement are held to be illegal or invalid, the other provisions of this Agreement shall remain in full force and effect.

12. This Amended Agreement supersedes the Original Agreement in its entirety. The Original Agreement is no longer in effect.

13. Term. This Amended Agreement has a term of fifty (50) years.

14. Specific Performance. Strict compliance shall be required with each and every provision of this Amended Agreement. The parties agree that failure to perform the obligations provided by this Amended Agreement shall result in irreparable damage and that specific performance of these obligations may be obtained by a suit in equity.

15. Development Permits. Nothing herein shall limit the City's authority to grant or deny any development permit application or request subsequent to the effective date of this Amended Agreement. The failure of this Amended Agreement to address any particular City, County, State and/or Federal permit, condition, term or restriction shall not relive Developer or the City of the necessity of complying with the law governing said permitting requirements, condition, term or restriction. Without imposing any limitation on the City's police powers, the City reserves the right to withhold, suspend, or terminate any and all certificates of occupancy or permits for the Property if Developer is in breach of any term and condition of this Amended Agreement.

16. Termination. The City shall have the unconditional right, but not obligation, to terminate this Amended Agreement, without notice or penalty, if Developer fails to receive building permits and substantially commence construction of the Project within three (3) years of the effective date of this Agreement. If the City terminates this Amended Agreement, the City shall record a notice of termination in the public records of Orange County, Florida.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

(Signatures on following pages)

Signed, sealed and delivered in the presence of:

CITY OF WINTER PARK, FLORIDA, a political subdivision of the State of Florida

Michelle Bernstein  
Name: Michelle Bernstein

By: Kenneth W. Bradley  
Name: Kenneth W. Bradley, Mayor

Juanita Grant  
Name: JUANITA GRANT

ATTEST: Cynthia S. Bonham  
By: Cynthia S. Bonham, City Clerk

Date: 1-28-13

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January 2012, by Kenneth W. Bradley, Mayor of THE CITY OF WINTER PARK, FLORIDA, a municipal corporation, on behalf of the corporation. He (She)  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)

Michelle Bernstein  
Notary Public Signature

(Name typed, printed or stamped)  
**MICHELLE BERNSTEIN**  
MY COMMISSION # EE165725  
EXPIRES January 25, 2016  
FloridaNotaryService.com  
(407) 936-0163

DENNING SWOOPE GP, LLC, a Florida limited liability corporation

*Sheryl Norfleet*

Name: SHERYL NORFLEET

By: \_\_\_\_\_

Name: Paul M. Missigman

Its: Manager

Date: January 31, 2013

*Gyathia L. Puchowski*

Name: Gyathia L. Puchowski

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of January, 2006, by Paul M. Missigman, as Manager of Denning Swoope GP, LLC. He (~~She~~)  is personally known to me or  has produced n/a as identification.

(NOTARY SEAL)



SHERYL NORFLEET  
MY COMMISSION # DD 899234  
EXPIRES: August 3, 2013  
Bonded Thru Budget Notary Services

*Sheryl Norfleet*

Notary Public Signature

(Name typed, printed or stamped)

# LEGAL DESCRIPTION

*Exhibit "A"*

**Parcel 1:**

Lot 3, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 4, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

The East 1/2 of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida.

Lot 6 and the West 1/2 of Lot 5, Block C, Capen's Addition to Winter Park, according to the plat thereof as recorded in Plat Book A, Page 95, Public Records of Orange County, Florida, Less and Except that part conveyed to the City of Winter Park in Official Records Book 1300, Page 725, Public Records of Orange County, Florida, described as follows: Begin at the Northwest corner of Lot 6, Block C, Capen's Addition to Winter Park, run thence South 38 feet along the West line of said Lot 6, thence North 11°53' East, 38.83 feet to point on the North line of said Lot 6, thence West 8 feet to the Point of Beginning.

Lot 1, (Less the South 150 feet) Replat Capen's Addition, according to the plat thereof as recorded in Plat Book 0, Page 140, Public Records of Orange County, Florida.

Lot 6 and the West 1/2 of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book 0, Page 140, Public Records of Orange County, Florida, Less and Except that part conveyed to the City of Winter Park in Official Records Book 1300, Page 727, Public Records of Orange County, Florida described as follows: Begin at the Southwest corner of Lot 6, run thence North 28 feet, thence South 23°12' East 30.46 feet to the South line of said Lot 6, thence West 12 feet to the Point of Beginning.

The North 27.67 feet of the South 150 feet of Lot 1, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book 0, Page 140, Public Records of Orange County, Florida.

**Parcel 2:**

Lot 4 and the East 1/2 of Lot 5, Replat Capen's Addition, according to the plat thereof as recorded in Plat Book 0, Page 140, Public Records of Orange County, Florida.

Containing 3.50 acres, more or less.

SHEET 1 OF 2



**ALLEN  
&  
COMPANY**

Professional Surveyors & Mappers

213 S. Dillard Street, Suite 210  
Winter Garden, Florida 34787 \* (407) 654-5355

**SURVEYOR'S NOTES:**

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON WESTERLY RIGHT OF WAY LINE OF DENNING AVENUE AS HAVING AN ASSUMED BEARING OF NORTH 00°22'41" WEST.

JOB NO. 20120177  
DATE: NOV. 15, 2012  
SCALE: 1 INCH = 100 FEET  
FIELD BY: N/A

CALCULATED BY: EGT  
DRAWN BY: EGT  
CHECKED BY: JLR

FOR THE LICENSED BUSINESS #6723 BY:

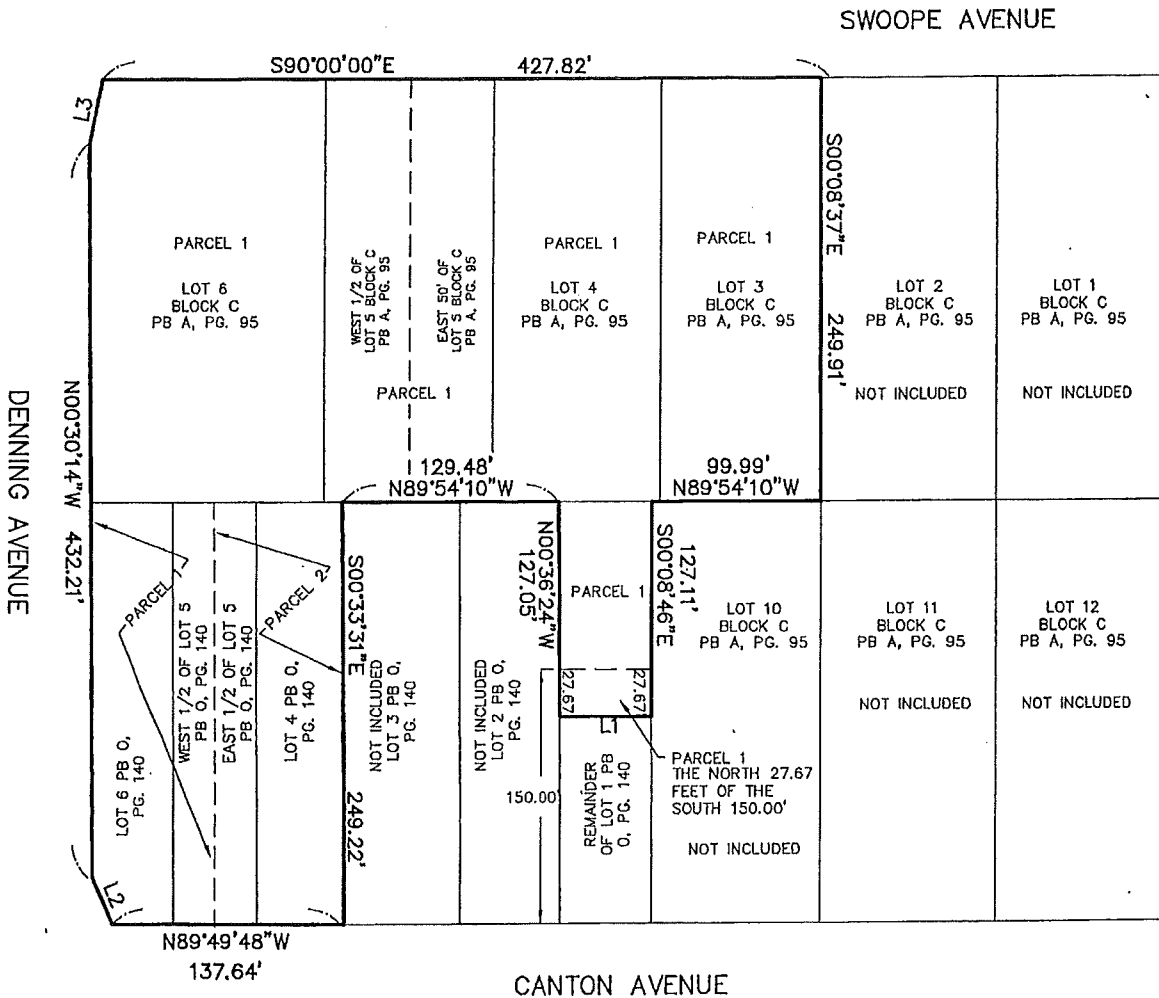
JAMES L. RICKMAN, PSM #5633



# SKETCH OF DESCRIPTION

*Exhibit "A"*

LINE TABLE		
LINE	LENGTH	BEARING
L1	54.36'	N89°49'48"W
L2	30.59'	N23°35'49"W
L3	38.76'	N11°24'20"E



SHEET 2 OF 2



213 S. Dillard Street, Suite 210  
Keller Garden, Florida 34787 (407) 654-5355

### SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY.
2. THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. BEARINGS SHOWN HEREON ARE BASED ON WESTERLY RIGHT OF WAY LINE OF DENNING AVENUE AS HAVING AN ASSUMED BEARING OF NORTH 00°22'41" WEST.

JOB NO. 20120177  
 DATE: NOV. 15, 2012  
 SCALE: 1 INCH = 100 FEET  
 FIELD BY: N/A

CALCULATED BY: EGT  
 DRAWN BY: EGT  
 CHECKED BY: JLR