



MEMORANDUM

DATE: May 4, 2017

TO: Mayor and City Commission

FROM: John Omana, Community Development Director
Steve Noto, AICP, City Planner
Krystal Clem, AICP, GISP, Senior Planner

VIA: Jackie Sova, City Manager

SUBJECT: Ordinance No. 1564 - Amending Chapter 155, Appendix I: Sign Code to Update In Accordance With Recent Court Decisions; Amending Chapter 158 Gateway Corridor Overlay Standards Classification to Amend Section 158.04, Definitions - First Reading (John Omana, Community Development Director)

BACKGROUND: The Community Development Department has undertaken a review of the sign code, with City Commission concurrence, in light of recent U.S. Supreme Court and Federal Court cases and the resulting potential for constitutional challenges to our sign code.

At the February 16, 2017 City Commission meeting, Ms. Katie Reischmann - City Attorney, advised the Commission that staff was going to undertake sign code revisions due to the United States Supreme Court finding in *Reed v. Town of Gilbert (2015)* holding that an ordinance that puts stricter limitations on the size and placement of event signs (than other types of signs) was an unconstitutional content based restriction on free speech. This, in turn, created a domino effect of sign codes being constitutionally contested based on "characterization" of signs (i.e., church signs; gas station signs; political signs) and applying different standards thereto. Ms. Reischmann also indicated that while our sign code is probably one of the best ones as it currently exists because it is very generic, it merits revisiting in light of *Reed* and other recent court decisions. Furthermore, if contested on constitutional grounds, the City's code could become void. In the case of *Reed*, the Town of Gilbert, Arizona had to pay Reed their attorney's fees in the amount of \$800,000.

Another case impacting sign codes is *Sweet Sage Café, LLC v. Town of North Redington Beach (2017)*, United States District Court, Middle District of Florida, Tampa

Division. In this case, the United States District Court ruled that the town's ordinance infringed on the right of free speech protected by the U.S. Constitution. Specifically, the Court ruled that the ordinance was facially unconstitutional because it regulated based on content of the speech and could not survive the strict scrutiny test.

As a result, the town's sign code was voided by the court utilizing the precedent in the ***Reed v. Town of Gilbert*** case. The attorney for Sweet Sage Café subsequently filed suit in federal court asking for legal fees in the amount of \$31,688.

Considering these factors, staff and the City Attorney met and requested concurrence from the City Commission at its February 16, 2017 meeting. Should we have a customer come in to request permits, they would be subject to the principles consistent with *Reed & Sweet Sage* (Zoning in Progress). Attached, also find the legal opinion memorandum dated 4/3/2017 regarding this matter from City Attorney Reischmann.

The substantive changes to Chapter 155, Appendix I are as follows:

- Revising Section 2 Purpose & Intent to reflect 26 new findings on signage.
- Revising Section 3 Definitions for commercial and temporary signage.
- Revising Section 5 Exempt and Prohibited Signs, exempting temporary signs from permitting and including registration fee for temporary commercial signs.
- Revising Section 6 On Premise Sign Regulations, Table 1, deleting Temporary Signs column and updating zoning district classifications; deleting Section E Temporary Signs 90-60-90 provision; deleting Section F Sign Type Allowances Table; Adding new Section E Temporary Signs and Table 2 governing same with footnotes.

The change to Chapter 158 relates to revising the Definitions Section deleting references to signage.

The text of the regulations are outlined in the attached draft Ordinance in cross-out and underline format. The proposed Planning and Zoning Board changes are highlighted in red. Also attached is Table A & B outlining the above substantive changes (i.e., existing code v. proposed changes) for ease of use.

PLANNING & ZONING BOARD ACTION: At its April 11, 2017 meeting, the Planning and Zoning Board recommended approval of Ordinance 1564 by a 4-0 vote, with suggested changes provided in red cross-out/underline format. The following items were discussed by the P&Z Board but not included in the ordinance: a) enclosing or deleting the temporary sign bases; and b) decreasing the allowable square footage for temporary signs to 32 square feet in the commercial zoning district. This was due to the difficulty the City encountered years ago in trying to enforce code that, at that time, required upgraded enclosures around all temporary signs, and in maintaining 32 sq. ft. as the maximum size for temporary signs in the commercial districts. Also find attached an email dated April 20, 2017, from P&Z Board Chairman Bob Hawkins related to his comments on changeable copy signs at the P&Z meeting.

DISPOSITION: Staff recommends approval of Ordinance 1564.

ATTACHMENTS:

- City Attorney Legal Opinion
- City Attorney Power Point
- Table A & B
- Ordinance 1564
- P&Z Board minutes
- Chairman Hawkins 4/20/17 email

MEMORANDUM

TO: City of Lake Mary
Planning and Zoning Board

COPY TO: Jacqueline B. Sova, City Manager
John Omana, Community Development Director

FROM: Catherine D. Reischmann, City Attorney *CR*

RE: Sign Code Law

DATE: April 3, 2017

The U.S. Supreme Court has changed the face of sign regulation by local governments in the case of *Reed v. Gilbert*, a unanimous decision. In the opinion of most experts, the decision calls into question almost all local government codes, including the City of Lake Mary's code. The Supreme Court held that Gilbert's sign restrictions were content based unconstitutional regulations of speech that did not survive the highest level of scrutiny that the Court applies. It found the town's ordinance to be "content based on its face" because "the restrictions in the Sign Code that apply to any given sign...depend entirely on the communicative content of the sign". The Court articulated the "need to read" standard, meaning if a code enforcement officer has to read the sign to determine if a sign regulation applies to it, then the provision will be stricken as unconstitutional. This was true despite the fact that it was evident to the Court that the town had benign motives in creating these sign categories. Put another way, the Court struck the Gilbert code because a particular sign was treated differently based on the purpose of the sign, instead of on its size, shape, location, or other content neutral time, place and manner regulation.

The Court rejected the argument that the Town code should be deemed content neutral because it did not single out any viewpoint. Also, the Court stated the town's justification for its categories of sign codes; aesthetics and traffic safety; were "hopelessly under inclusive." The Court reasoned that if signs are eyesores or harm public safety, then they do so regardless of whether they are election signs or directional signs. The Court required the Town of Gilbert to pay Reed's attorneys' fees to the tune of \$800,000.

Because the Court found the sign code to have content based regulations, the regulations were required to pass the "strict scrutiny" standard, and they failed. Most codes do, because "strict scrutiny" is described as being just like a civil war stomach wound. The Court even stated that directional signs could potentially be considered an unlawful sign category, although the Court added there might be a chance that category of signs could survive if sufficiently valid reasons for allowing them could be articulated.

The Court attempted to reassure local governments that sign codes could withstand scrutiny if cities and counties limit regulation to regulation of size, building materials, lighting, moving parts, portability, and possibly even banning signs on public property, if done in an even handed manner. Based on the Reed analysis, time restrictions on temporary signs must be carefully evaluated. For example, temporary signs cannot be strictly limited in number or duration, because that regulation would unlawfully impact political and real estate signs. A numerical limitation of one temporary sign per residential premises, as is found in the current Lake Mary code, has been deemed unconstitutional in the wake of Reed, because the court held this limitation infringed on a homeowner's right to express support for more than one candidate, or to allow two voters in the same household to show opposing views.

Reed shows the degree to which courts will now scrutinize a city's efforts to regulate signs and how those regulations impact free speech. Any code provisions in the City code that might show content bias must be amended to remove those distinctions. Cities are left in the wake of Reed with being forced to err on the side of allowing for less restrictive, rather than more restrictive, sign regulations, until the courts provide more guidance on these matters.

However, Reed did not explicitly overrule prior Supreme Court precedent allowing off site and on site signs to be treated differently or permitting commercial signs to be regulated more strictly than non-commercial signs. Another bright note is that it appears that so far cities still have the ability to regulate signs on their own property and the rights of way. Overall, however, the Court has caused a great deal of anxiety and confusion as cities and counties all over the country attempt to grapple with the "need to read" standard by amending their sign codes.

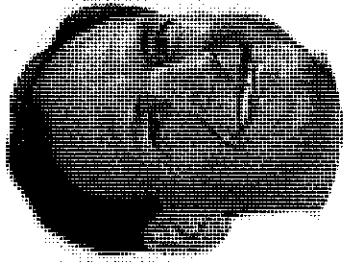
In conclusion, it behooves the City to amend its sign code, in accordance with the City Commission's directive, since the City's code bears several similarities to the Town of Gilbert code, or the City will be vulnerable to a challenge.

CDR/nh

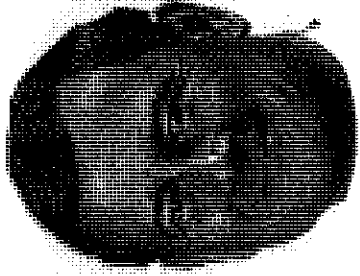
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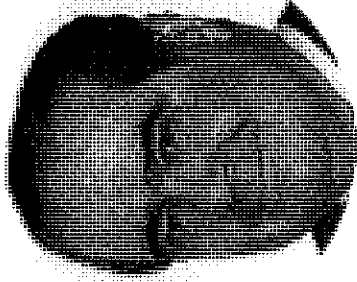
Justice Thomas



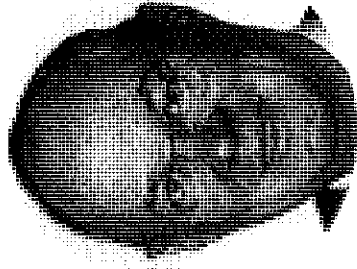
Justice Alito



Justice Roberts

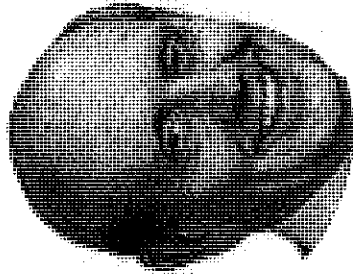


Justice Scalia

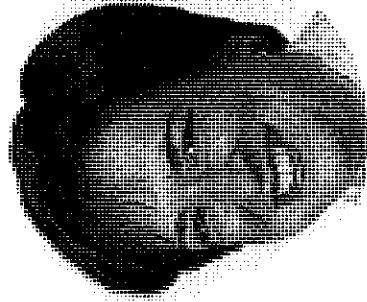


Justice Kennedy

Reed vs. Town of Gilbert - Unanimous



Justice Breyer



Justice Kagan



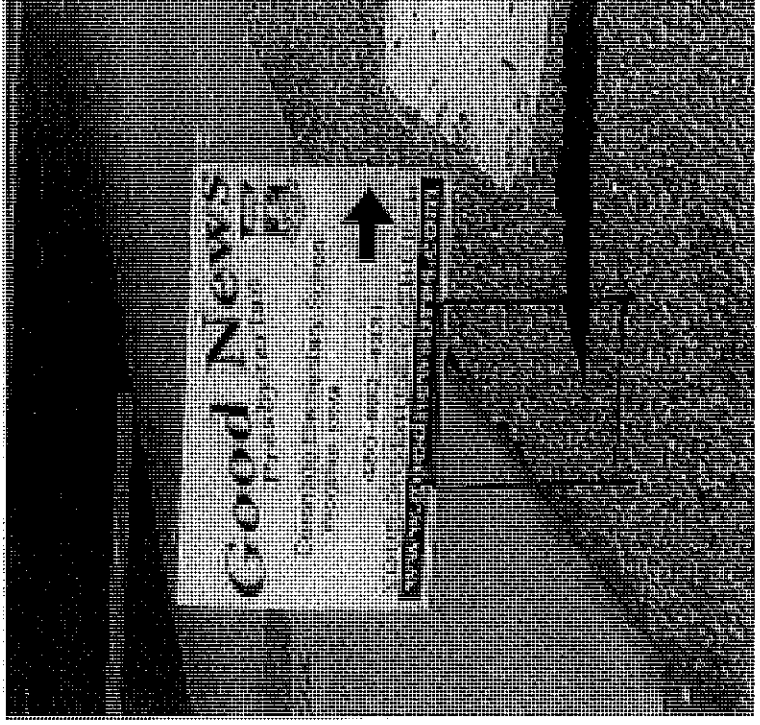
Justice Ginsburg



Justice Sotomayor

Religious Signs and Free Speech

- The Supreme court decided in Reed v. Town of Gilbert, Ariz., that Town of Gilbert's ordinance that placed different limits on political, ideological and directional signs violated the First Amendment.
- The Justices agreed on the bottom line but not the rationale. Six Justices said the ordinance was subject to strict scrutiny, and that it could not survive it. Three justices agreed that the ordinance must fall but said the legal principles announced by the majority were too sweeping, endangering many reasonable sign ordinances.



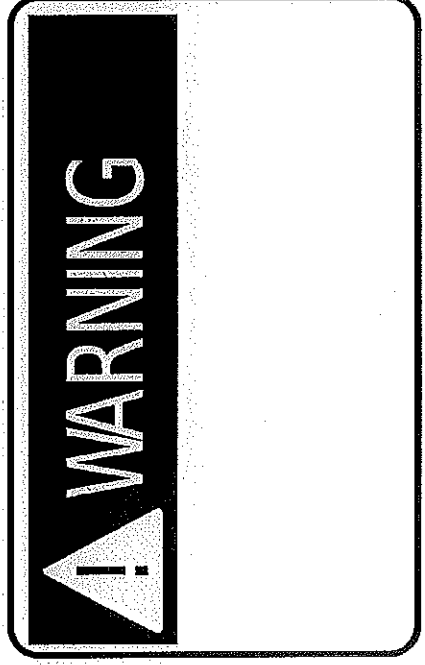
- Gilbert’s distinctions do not pass strict scrutiny, intermediate scrutiny, or the laugh test.
- The Town offered no coherent justification for restricting the size of directional signs to 6 square feet while allowing other signs to reach 20 square feet.
- The city said directional signs “need to be smaller because they need to guide travelers along a route”.



Key Quotes Showing Ruling

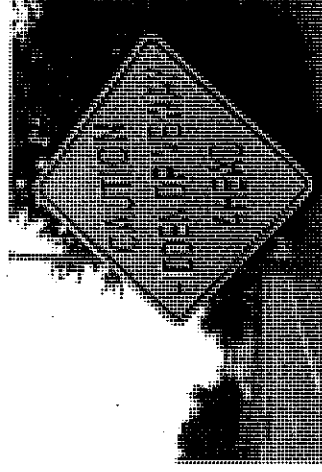
Has Broad Impacts

- Event Signs - Court struck down the “event based” provisions as content based. “A regulation that targets a sign because it conveys an idea about a specific event is no less content based than a regulation that targets a sign because it conveys some other idea.”
- Regarding Warning Signs - “An ordinance narrowly tailored to the challenges of protecting the safety of pedestrians, drivers and passengers—e.g., warning signs marking hazards on private property or signs directing traffic-MIGHT also survive strict scrutiny”.

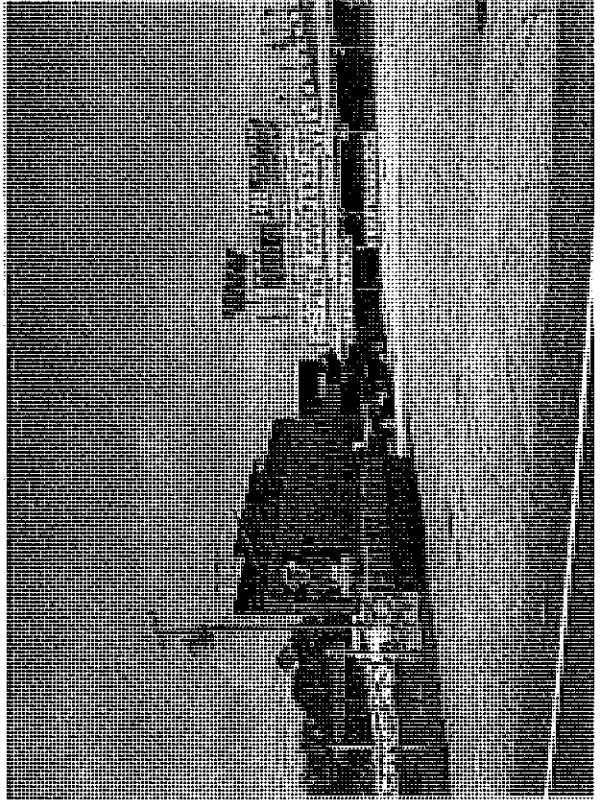


Confusing Ruling

- One Judge - a town has no other way to prevent hidden-driveway mishaps than by specially treating hidden-driveway signs. (By using well placed speed bumps? Lower speed limits? Ban on hidden driveways?)




- Consequence of the Confusing Broad Decision: “Our communities will find themselves in an unenviable bind: they will have to either repeal the exemptions that allow for helpful signs on streets and sidewalks, or else lift their sign restrictions altogether and resign themselves to the resulting clutter”.



Important Points from Reed

1. Anyone (including candidate for office or billboard company) can bring a facial challenge to the code, and recover attorneys' fees. For this reason, a local government should amend its code before it is sued.



CITY OF PLEASANTON CODE ENFORCEMENT

COMPLAINT INFORMATION FORM

SECTION 1: GENERAL INFORMATION

1. Check and identify the statute violated.
2. Check the name of the complainant.
3. Check the name of the respondent.
4. Check the name of the respondent's attorney.
5. Check the name of the respondent's attorney's firm.
6. Check the name of the respondent's attorney's address.
7. Check the name of the respondent's attorney's phone number.
8. Check the name of the respondent's attorney's fax number.
9. Check the name of the respondent's attorney's e-mail address.
10. Check the name of the respondent's attorney's website.

Complaints are filed in violation of the code. In any case, the fee shall be paid before any work is performed. Many violations are subject to prosecution. Such as, but not limited to, the following:

LOCATION OF COMPLAINT: _____

COMPLAINT: _____

NAME OF COMPLAINT: _____ NUMBER: _____

ADDRESS: _____

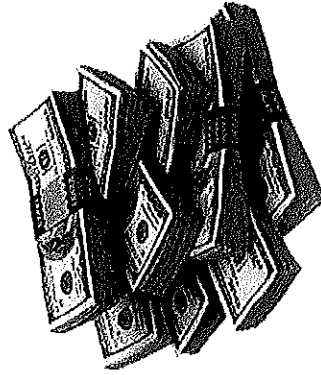
CONTACT REQUESTED: YES NO

DATE OF COMPLAINT: _____ TIME: _____

(City and State)

CEO Name: _____

Name: _____ Title: _____

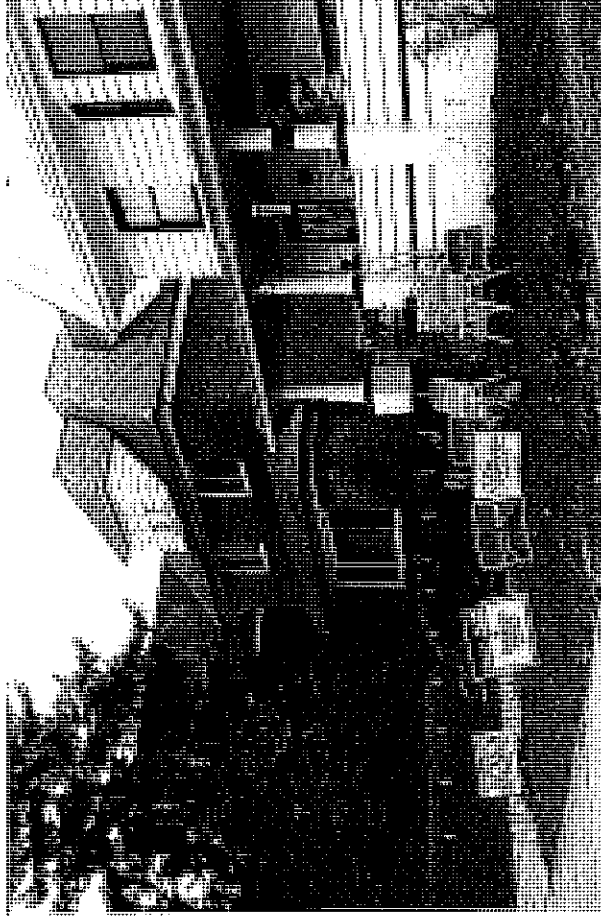


Important Points from Reed Cont'd

2. **KEY:** Do not require that additional temporary signage be used for the purpose it is designed for. (Example: Allow small sign by door and expect it to be used for address but don't require it). Only possible exception: commercial temporary real-estate signs.



3. Enforcement: Selective enforcement can give rise to liability. Consider your appetite for enforcement in adopting these rules.



Do you want to limit election signs during presidential election year? Or ever?

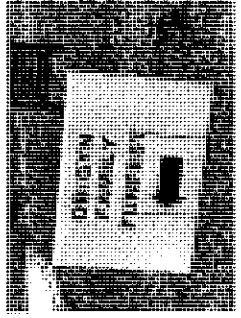
Solutions: Maybe allow sign anarchy at election time or just allow certain number of signs per square foot of each parcel.

Critical Areas To Review:

1. Key: Local government cannot be stricter on one type of temporary sign than another. Court will say if you really need the regulation, you would apply it uniformly. If express goal is to eliminate sign clutter, does allowing "Grand Opening Signs" nullify that aesthetic interest? Or if a code allows noncommercial signs to be larger than real estate signs, is the government undermining its general interest in reducing driver distraction?

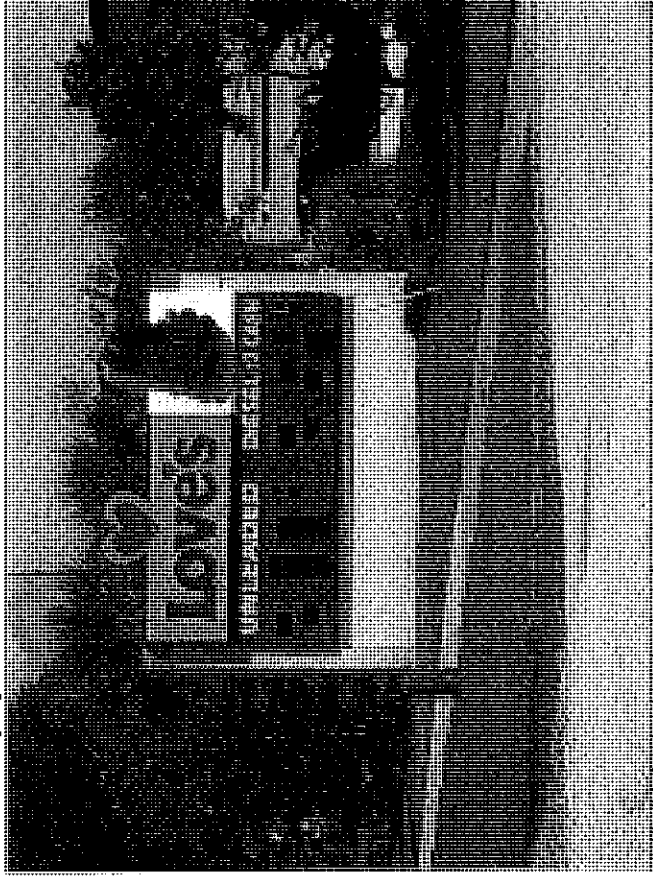


2. Consider whether the exceptions to permitting requirements further the asserted purpose of the sign code (avoiding clutter etc.)
3. Have different section of the code for temporary and permanent signs so they can be severed.
4. Ideal: Use one standard for all commercial temporary signs (including garage sales) and one standard for all noncommercial temporary signs (applies year round, not just during elections; don't limit number but have a spacing regulation)



Types of Businesses

Look carefully at how you differentiate among business types. No “speaker based” signs, giving priority to one type of business or to non-profits. For example, problematic to favor gas stations with higher signs and changeable copy, but limit tire stores to shorter signs without changeable copy.



Duration & Sign Options for Temporary Signs

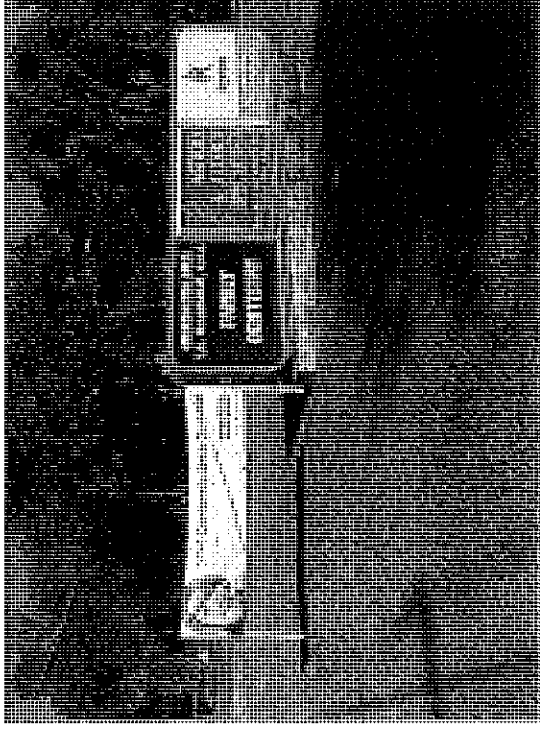
- All temporary signs can only be a certain size square feet.



- Anyone displaying a temporary commercial sign must register online with the government. Easy to cite those who do not register.

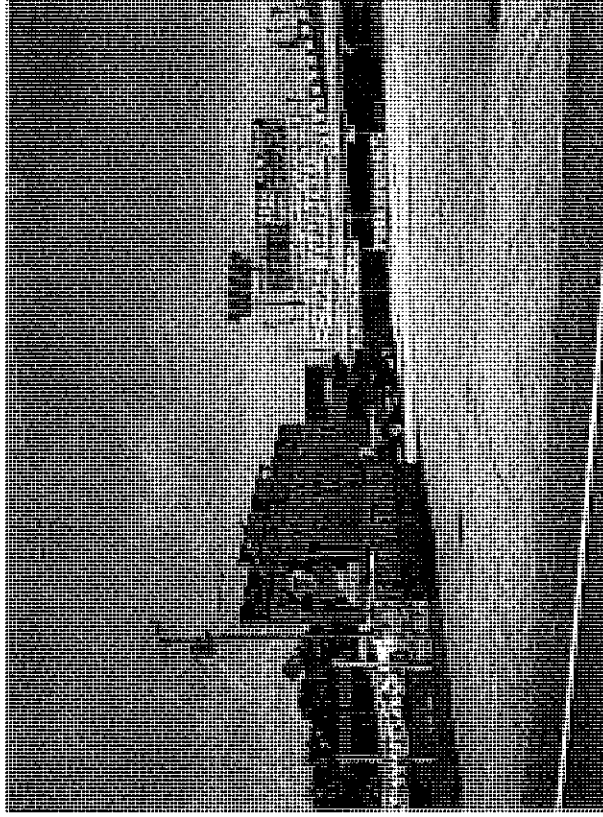
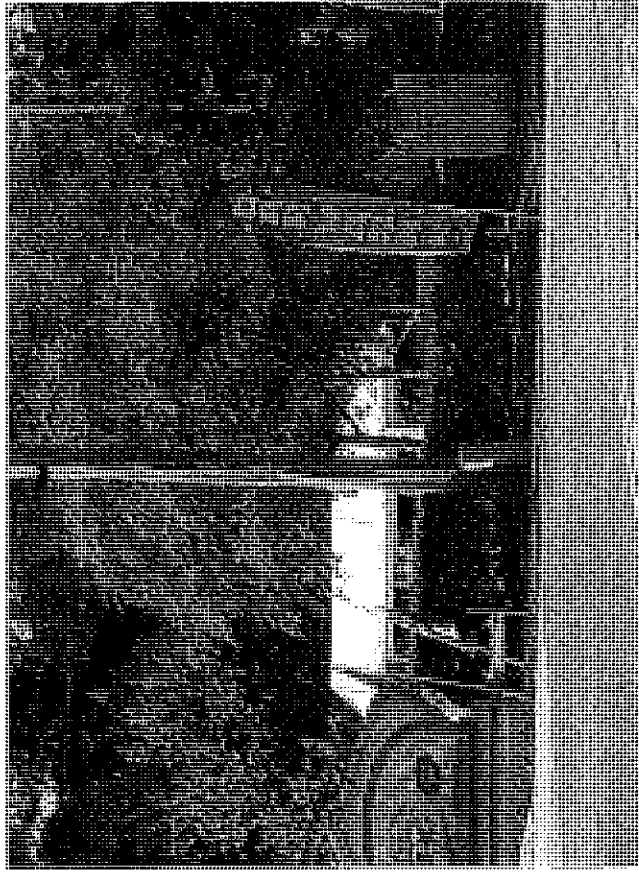
Duration & Size Limit Options Cont'd

- Allow one temporary sign on all properties at all times, and then a certain number per candidate and per issue during election season, and one when property is for sale.



- Require removal or have signs expire 10 days after a generic "event" or "10 days after the election, sale, rental, lease or conclusion of the event which is the basis for the sign", or regulate display time for temporary signs—say 90 days at a time.

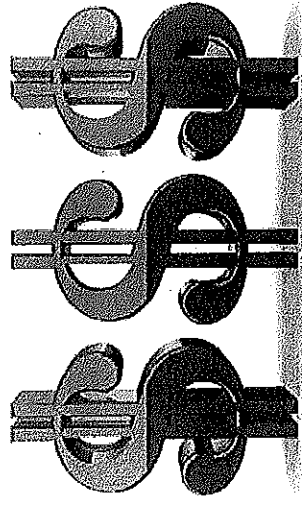
- Place size limits and numerical limits on total signs per property.
Could provide: “Each parcel of real property shall be allowed, without a permit, an additional 32 square feet of temporary noncommercial signage, not to exceed four signs at any time, for a period not to exceed 90 days per calendar year.”



Final Points Regarding the Future under Reed:

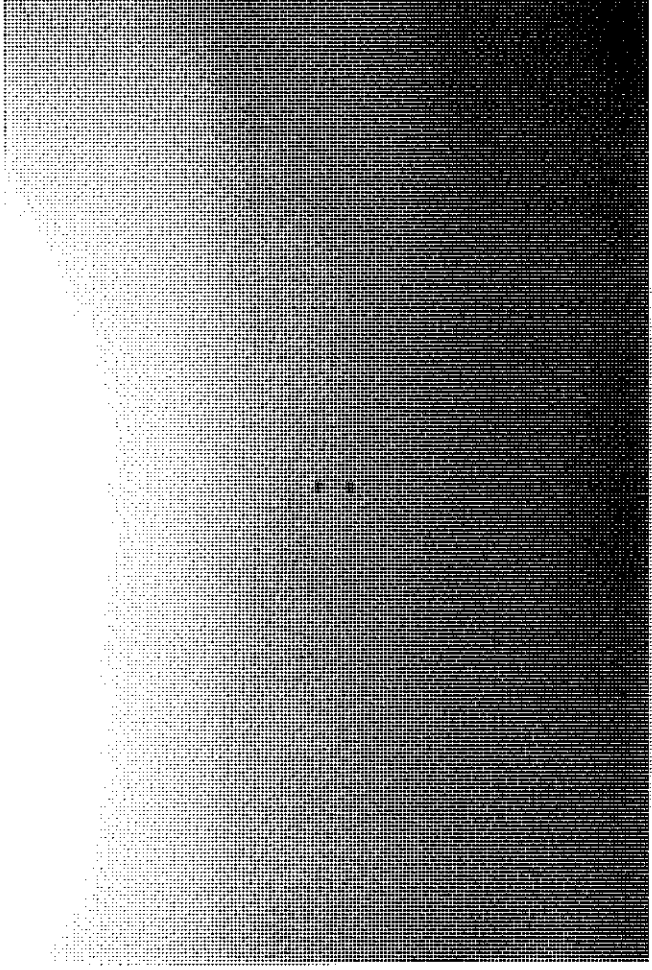
Anyone can bring a facial challenge and recover attorneys' fees. Could invalidate entire sign code. If you can amend before lawsuit, then no attorney's fees, but you are under pressure.

Businesses usually look to the bottom line when considering whether litigation will benefit them, but not for profits like churches are often represented by pro bono legal counsel and will spend time and money to preserve First Amendment rights.



Risk Analysis

- Each sign code will reflect a risk analysis by local government.
- Avoid regulating signs that have negligible impact.
- Even if you can't fix your sign code right away, permitting and enforcement staff can limit potential problems. Improper enforcement leads to trouble.



Bright Note: Walker – Decided with Reed

- The Confederate Flag and Free Speech
- The Supreme Court decided in Walker v. Texas Division, Sons of Confederate Veterans that Texas was free to reject specialty license plates bearing the Confederate battle flag.
- When government speaks, it is not barred by the Free Speech Clause from determining the content of what it says.

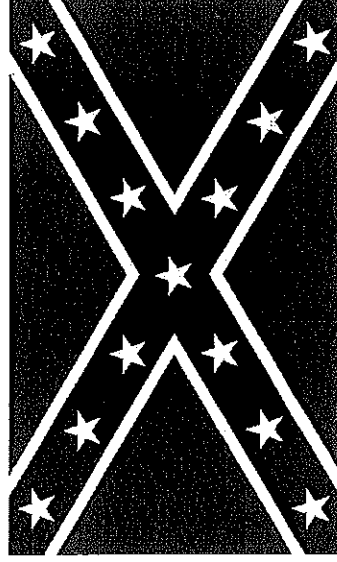


TABLE A

Section (*)	Existing	Proposed
(2) Purpose & Intent	Paragraph establishing regulations for number, location, size, type and use of signs within the city.	Paragraph establishing sign regulations and 26 findings of fact
(3) Commercial Sign Definition	No definition	<p>Added a definition</p> <p>Any wording, logo, emblem, character, pictograph, trademark, or symbol used to represent a firm, organization, entity, product, or service, or other representation that, directly or indirectly, names, advertises, or calls attention to a product or service, on any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information to the public.</p>
(3) Temporary sign definition	A sign displayed before, during or after an event or occurrence scheduled at a specific time and place, including but not limited to for rent, for sale, construction, real estate, management and banner signs.	<p>A sign displayed before, during or after an event or occurrence scheduled at a specific time and place, that is not a permanent sign.</p> <p>This includes a banner sign (see below).</p>
(3) Banner sign definition	Any sign applied to cloth, canvas, paper or fabric of any kind, including foil. (See <u>illustration A</u>)	<p>Any <u>temporary</u> sign applied to cloth, canvas, paper or fabric of any kind, including foil. (See <u>illustration A</u>)</p> <p>(30-day maximum per calendar year per parcel)</p>
(5) Temporary Signs	<p>Permit required</p> <p>Display Limitations - 90-day maximum 2 times per year. Separation of 60 days between consecutive displays (90/60/90)</p> <p>Size regulated by zoning district</p>	<p>No Permit Required</p> <p>Requires \$4 registration fee</p> <p>Display Limitations – must be removed within 7 days after event</p> <p>Size regulated by zoning district</p>

(5) Temporary Signs continued	1 sign per property	2 signs per property.
(6) Changeable Copy Signs	Are allowed for the following uses: Places of worship, government buildings, movie theaters and playhouses, gas stations and home owners associations	Allowed in all districts

TABLE B

Zoning District	Existing	Proposed
PO No. of Signs	1	2
PO Max Sign Area	32	32
C-1, C-2, M-1A, M-2A, DC and Commercial PUD No. of Signs	1	2
C-1, C-2, M-1A, M-2A, DC and Commercial PUD Max Sign Area	64	64
R-1A, R-1AA, R-1AAA, R-1B, RCE, A-1, RM, R-2, R-3, Residential A-1 & Residential PUD No. of Signs	N/A	2
R-1A, R-1AA, R-1AAA, R-1B, RCE, Residential A-1, RM, R-2, R-3 and Residential PUD Max Sign Area	6	6
R-1A, R-1AA, R-1AAA, R-1B, RCE, Residential A-1, RM, R-2, R-3, and Residential PUD with non-residential FLU No. of Signs	N/A	2

ORDINANCE NO. 1564

AN ORDINANCE OF CITY OF LAKE MARY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE; AMENDING CHAPTER 155, APPENDIX I: SIGN CODE TO UPDATE IN ACCORDANCE WITH RECENT COURT DECISIONS; AND AMENDING CHAPTER 158 GATEWAY CORRIDOR OVERLAY STANDARDS CLASSIFICATION TO AMEND SECTION 158.04, DEFINITIONS; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND EFFECTIVE DATE

WHEREAS, the City Commission of the City of Lake Mary ("City") finds and determines that it is appropriate to ensure that its Land Development Code as it relates to temporary signs and overall signage is in compliance with all constitutional and other legal requirements; and

WHEREAS, the City's adopted Comprehensive Plan requires changes to the Land Development Code be consistent with State Laws and current planning methods for growth and economic development; and

WHEREAS, the City's planning staff has reviewed the proposed changes for consistency with the City's Comprehensive Plan and Land Development Code, and finds that the proposed changes are consistent with the foregoing Plan and Code; and

WHEREAS, the City has endeavored to adopt regulations governing signage that will comply with the First Amendment of the U.S. Constitution as interpreted by the U.S. Supreme Court; and

WHEREAS, the City finds and determines that it is appropriate to update and revise its Land Development Code relative to signage inclusive of temporary signs; and

WHEREAS, the City Commission reiterates the findings made in Ordinance 1499 and Ordinance 1500; and

WHEREAS, the City recognizes that there have been decisions delivered by the U.S. Supreme Court over the past forty years that provide guidance to local governments in their regulation of signage, including *Linmark Associates, Inc. v. Township of Willingboro*, 431 U.S. 85 (1977); *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981); *City Council of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984); *City of Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410 (1993); and *City of Ladue v. Gilleo*, 512 U.S. 43 (1994); and

WHEREAS, the City wishes to preserve the aesthetic beauty of the City of Lake Mary, Florida; and

WHEREAS, the City 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; and

WHEREAS, the City finds and determines that the regulation of temporary 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; and

WHEREAS, under established Supreme Court precedent, a law that is content-based is subject to strict scrutiny under the First Amendment of the U.S. Constitution, and such law must therefore satisfy a compelling governmental interest; and

WHEREAS, under established Supreme Court precedent, a compelling government interest is a higher burden than a substantial or significant governmental interest; and

WHEREAS, under established Supreme Court precedent, aesthetics is not a compelling governmental interest; and

WHEREAS, until a recent Supreme Court decision released in June 2015, there had not been clarity as to what constitutes a content-based law as distinguished from a content-neutral law; and

WHEREAS, in *Reed v. Town of Gilbert*, 135 S.Ct. 2218, 192 L.Ed.2d 236 (2015), the United States Supreme Court addressed the constitutionality of a local sign ordinance that had different criteria for different types of temporary noncommercial signs; and

WHEREAS, in *Reed*, the Supreme Court held that content-based regulation is presumptively unconstitutional and requires a compelling governmental interest; and

WHEREAS, in *Reed*, the Supreme Court held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed; and

WHEREAS, in *Reed*, the Supreme Court held that even a purely directional message, which merely gives the time and location of a specific event, is one that conveys an idea about a specific event, so that a category for directional signs is therefore content-based, and also that event-based regulations are not content neutral; and

WHEREAS, in *Reed*, the Supreme Court held that if a sign regulation on its face is content-based, neither its purpose, nor function, nor justification matter, and the sign regulation is therefore subject to strict scrutiny and must serve a compelling governmental interest; and

WHEREAS, in *Reed*, Justice Alito in a concurring opinion joined in by Justices Kennedy and Sotomayor pointed out that municipalities still have the power to enact and enforce reasonable sign regulations; and

WHEREAS, Justice Alito included the following rules among those that would not be content-based: (1) rules regulating the size of signs, which rules may distinguish among signs based upon any content-neutral criteria such as those listed below; (2) rules regulating the locations in which signs may be placed, which rules may distinguish between freestanding signs and those attached to buildings; (3) rules distinguishing between lighted and unlighted signs; (4) rules distinguishing between signs with fixed messages and electronic signs with messages that change; (5) rules that distinguish between the placement of signs on private and public property; (6) rules distinguishing between the placement of signs on commercial and residential property; (7) rules distinguishing between on-premises and off-premises signs; (8) rules restricting the total number of signs allowed per mile of roadway; and (9) rules imposing time restrictions on signs advertising a one-time event, where rules of this nature do

not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed; and

WHEREAS, Justice Alito further noted that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove City v. Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots; and

WHEREAS, Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate aesthetic objectives, including rules that distinguish between on-premises and off-premises signs; and

WHEREAS, as a result of the *Reed* decision, it is appropriate and necessary for local governments to review and analyze their sign regulations, beginning with their temporary sign regulations, so as to make the necessary changes to conform with the holding in *Reed*; and

WHEREAS, under established Supreme Court precedent, commercial speech may be subject to greater restrictions than noncommercial speech and that doctrine is true for both temporary signs as well as for permanent signs; and

WHEREAS, the City finds it is appropriate to maintain the 32 square foot size limit on temporary signs, since zoning districts A-1 and PO are designed to be compatible with residential uses, per section 154.62 of the Zoning Code; and

WHEREAS, the City finds and determines that the amendments to its Land Development Code, as set forth herein, are consistent with all applicable policies of the City's adopted Comprehensive Plan; and

WHEREAS, the City finds and determines that these amendments are not in conflict with the public interest; and

WHEREAS, the City finds and determines that these amendments will not result in incompatible land uses; and

WHEREAS, notice of public hearings on such amendments was published in the Seminole Herald, a newspaper of general circulation in Seminole County, Florida, on April 19th & May 3rd, 2017; and

WHEREAS, words with double underlined type shall constitute additions and ~~strike through~~ shall constitute deletions to the original text from the language existing prior to adoption of this Ordinance.

NOW THEREFORE, IT IS HEREBY ENACTED BY THE CITY OF LAKE MARY AS FOLLOWS:

SECTION 1. The City Commission hereby approves and adopts modifications to Appendix I of Chapter 155, the Land Development Code of the City of Lake Mary, by and through the amendments attached hereto as Exhibit "A."

SECTION 2. The City Commission hereby approves and adopts modifications to Section 158.04, Definitions of Chapter 158 of the Gateway Corridor Overlay Standards, the Land Development Code of the City of Lake Mary, by and through the amendments attached hereto as Exhibit "B".

SECTION 3. Codification. The Code of Ordinances of the City of Lake Mary, Florida, be and the same is hereby amended in accordance with the terms, provisions and conditions of this ordinance. Further, that the sections of this ordinance may be renumbered or re-lettered to accomplish said amendment; "Ordinance" may be changed to "Section", "Article", or other appropriate word.

SECTION 4. Conflicts. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed to the extent of any conflict.

SECTION 5. Severability. If any section, sentence, phrase, word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

SECTION 6. Effective Date. This Ordinance shall take effect immediately upon passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2017.

FIRST READING: _____

SECOND READING: _____

CITY OF LAKE MARY, FLORIDA

MAYOR, DAVID J. MEALOR

ATTEST:

CITY CLERK, CAROL A. FOSTER

For the use and reliance of the City of Lake Mary only. Approved as to form and legal sufficiency.

CATHERINE REISCHMANN, CITY ATTORNEY

EXHIBIT A

APPENDIX I: SIGN CODE

Section

1. Short title
2. Purpose; intent
3. Definitions
4. Sign permits and construction and maintenance standards
5. Exempt and prohibited signs
6. On premise sign regulations
7. Enforcement
8. Regulation of non-conforming signs
9. Variances
10. Interpretation of sign code
11. Severability

§ 1 SHORT TITLE.

This appendix shall be known as the "Lake Mary Sign Code" or "sign code".

§ 2 PURPOSE; INTENT.

~~The purpose and intent of this sign code is to establish regulations for the number, location, size, type and use of signs within the city. These regulations are hereby established in order to promote the overall economic well-being of the city, while at the same time providing for the health, safety and welfare of its citizens by reducing the adverse effects of signs on safety, property values, and the enjoyment of the scenic beauty of the city. These regulations are intended to avoid excessive competition and clutter among sign displays in the demand for public attention. The regulations set forth herein will improve the visual appearance of the city by limiting the number and size of signs within the corporate limits, consistent with constitutional guarantees, while continuing to provide opportunities for effective means of communication.~~

(a) It is the purpose of this Section to promote the public health, safety and general welfare through reasonable, consistent and non-discriminatory sign standards. The sign regulations in this Section are also designed and intended to meet the statutory requirement that this municipality adopt land development regulations that regulate signage, a requirement set forth in Section 163.3202(f), Florida Statutes. The sign regulations in this Section are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of signs. The sign regulations are especially intended to address the secondary

effects that may adversely impact aesthetics and safety. The sign regulations are designed to serve substantial government interests and, in some cases, compelling governmental interests such as traffic safety and warning signs of threats to bodily injury or death. The City specifically finds that these sign regulations are narrowly tailored to achieve the compelling and substantial governmental interests of traffic safety and aesthetics, and that there is no other way for the City to further these interests.

This section regulates signs, as defined in this Land Development Code, which are placed on private property or on property owned by public agencies including the City and over which the City has zoning authority. This Section is not intended to extend its regulatory regime to objects that are not traditionally considered signs for purpose of governmental regulation.

In order to preserve and promote the City as a desirable community in which to live and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of signs within the City is an important means to achieve this desired end.

These sign regulations have been prepared with the intent of enhancing the visual environment of the City and promoting its continued well-being, and are intended to:

- (1) Encourage the effective use of signs as a means of communication in the City;
- (2) Maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth;
- (3) Improve pedestrian and traffic safety;
- (4) Minimize the possible adverse effect of signs on nearby public and private property;
- (5) Foster the integration of signage with architectural and landscape designs;
- (6) Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive sign (area) of signs which compete for the attention of pedestrian and vehicular traffic;
- (7) Allow signs that are compatible with their surroundings and aid orientation, while precluding the placement of signs that contribute to sign clutter or that conceal or obstruct adjacent land uses or signs;
- (8) Encourage and allow signs that are appropriate to the zoning district in which they are located;
- (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 and adjoining sites;
- (11) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (12) Except to the extent expressly preempted by state or federal law, ensure that signs are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe signs;

(13) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the City;

(14) Allow for traffic control devices without regulation consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on streets and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;

(15) Protect property values by precluding, to the maximum extent possible, sign types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;

(16) Protect property values by ensuring that sign types, as well as the number of signs, are in harmony with buildings, neighborhoods, and conforming signs in the area;

(17) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the City and that complements the natural surroundings in recognition of this City's reliance on its natural surroundings and beautification efforts in retaining economic advantage for its business and residential community, as well as for its major subdivisions, shopping centers and industrial parks;

(18) Enable the fair and consistent enforcement of these sign regulations;

(19) Promote the use of signs that positively contribute to the aesthetics of the community, are appropriate in scale to the surrounding buildings and landscape, and advance the City's goals of quality development;

(20) Provide standards regarding the non-communicative aspects of signs, which are consistent with city, county, state and federal law;

(21) Provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and

(22) Assure that the benefits derived from the expenditure of public funds for the improvement and beautification of streets, sidewalks, public parks, public rights-of-way, and other public places and spaces, are protected by exercising reasonable controls over the physical characteristics and structural design of signs.

(23) To provide adequate opportunity to advertise in commercial areas while preventing excessive advertising which would have a detrimental effect on the character and appearance of such districts.

(24) To reduce glare and improve public safety and to reinforce the character of unique areas such as the Downtown Development District, and the High Tech District.

(25) To protect the general public from damage and injury caused by the faulty and uncontrolled construction and use of signs within the city.

(26) To protect and maintain the visual integrity of roadway corridors within the city by establishing a maximum amount of signage on any one site to reduce visual clutter.

(b) Where there is conflict between this article and other sections of this Code, the most restrictive regulations shall apply.

(c) This section does not regulate government signs on government property, since these signs are erected for purposes of public safety and in the public interest.

§ 3 DEFINITIONS

Terms not otherwise defined herein shall be interpreted first by reference to the Comprehensive Plan and the Code of Ordinances; secondly, if the terms are technical, by reference to generally accepted engineering, planning, or other professional terminology; and otherwise according to common usage, unless the context clearly indicates otherwise.

For the purpose of enforcing and administering these regulations, the following words shall have the definition and meanings herein ascribed:

“ANCHOR OCCUPANT.” The occupant leasing or owning the most square footage in a shopping center. The major store or stores in a shopping center. Anchor occupants have more than 100 business front feet and a minimum floor area of 10,000 square feet.

“ANIMATED SIGN.” 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.

“AWNING SIGN.” A sign composed of cloth, plastic, or canvas supported by a metal or rigid framework attached to and extending from an exterior wall or any other portion of a building utilized as protection from the rain or sun. A canopy sign is also known as an awning sign. (See [illustration A](#))

“BANNER SIGN.” Any temporary sign applied to cloth, canvas, paper or fabric of any kind, including foil. (See [illustration A](#))

“BILLBOARD.” A non-point-of-sale commercial sign which advertises a product, service, business, organization, event, person, place, or thing.

“CITY.” The City of Lake Mary, Florida.

“CHANGEABLE COPY SIGN.” A sign other than an electronic sign designed to accommodate changeable copy, including but not limited to, individual letters and numbers that can be removed and replaced by hand.

~~—“COMMERCIAL SIGN” means any wording, logo, emblem, character, pictograph, trademark, or symbol used to represent a firm, organization, entity, product, or service, or other representation that, directly or indirectly, names, advertises, or calls attention to a product or service, on any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information to the public.~~

For purposes of this section, terms such as sale, special, clearance, or other words which relate to commercial activity shall be deemed to be commercial messages.

“DISCONTINUED SIGN.”

(1) A sign located on property which has been vacant and unoccupied for a period of ninety (90) days or more; or

(2) Any sign face which advertises a service no longer conducted or product no longer sold upon the premises where the sign is located.

“DOUBLE-FACED SIGN.” A sign with two faces which are no more than 12 inches apart at their closest point, and which have an internal angle between face planes extended no more than 30 degrees. (See [illustration A](#))

“ELECTRONIC SIGN.” A sign 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.

“FLAG.” A temporary sign consisting of a piece of cloth, fabric, or other-non-rigid material containing non-commercial speech.

“FLUTTER SIGN” or “FEATHER SIGN”. Any professionally produced streamers, balloons, wind signs, wind activated banners, cold air inflatables, pennants and other fixed aerial signage used outdoors for commercial advertising.

“FRONT FOOT, BUILDING.” Each foot, or major portion thereof, measured along the main entry side of a building. When buildings form an “L” or “U”, all main entry sides are measured (See [illustration A](#))

“FRONT FOOT, BUSINESS.” The lineal distance of the building space occupied by the particular business, measured in a straight line parallel to the street. When a business does not parallel a street, the front foot shall be measured along the exterior side of the building space occupied by the sign applicant which contains the primary entrance to the building. (See [illustration A](#))

“GOVERNMENT SIGN.” Any temporary or permanent sign erected by or on the order of a public official or quasi-public entity at the federal, state, or local government level in the performance of any duty.

“GROUND SIGNS.” A sign wholly independent of any building for support which is placed upon or permanently affixed in the ground. (See [illustration A](#))

“HEIGHT.” The distance between the top of a sign and the average finished grade elevation of the base of the sign except in the Gateway Corridor Overlay Standards Classification District.

“HEIGHT - GATEWAY CORRIDOR OVERLAY STANDARDS CLASSIFICATION DISTRICT.” The distance between the top of a sign and the elevation of the nearest sidewalk.

“ILLEGAL SIGN.” A sign not having a legally issued permit required by the sign code, or a sign not authorized by the sign code.

“ILLUMINATED SIGN.” A sign that uses artificial light, either internal or external to the sign faces, to draw attention to the sign or otherwise increase its visibility.

“INTERMITTENT SIGN.” Any illuminated sign which contains, includes, or is illuminated by any intermittent light or lights, except those giving public service information such as time, date, weather, or similar information.

~~“NON-COMMERCIAL SIGN.” Any sign that is not commercial, which is not an advertisement for a specific product or service, where the speaker does not have an economic motivation.~~

“NON-CONFORMING SIGN.” A sign lawfully existing in the city before the adoption of this sign code, or any amendment, that does not comply with these requirements.

“OFF-PREMISES SIGN.” A sign identifying an activity which is not on the premises where the sign is located or products or services which are not available on the premises where the sign is located.

“ON-PREMISES SIGN.” A sign (1) identifying an activity conducted or products or services available on the premises where the sign is located, or (2) displaying a noncommercial message or (3) any combination of the first two.

“PARAPET.” The extension of the main walls of a building above the roof level.
(See [illustration A](#))

“PARASITE SIGN.” Any sign which is attached to another sign. (See [illustration A](#))

“PERMANENT SIGN.” A sign permanently affixed to a building or to the ground.

“PERSON.” An individual, associate, joint venture, partnership, corporation or any other entity.

“POLE SIGNS.” A ground sign supported by poles, uprights, or braces, which are not concealed in an enclosed base, but are permanently placed on or in the ground and wholly independent of any building for support. (See [illustration A](#))

“PORTABLE SIGN.” A sign that has no permanent attachment to a building or to the ground.
(See [illustration A](#))

“PREMISE(S).” One or more designated parcels, tracts, lots or areas of land, together with improvements located thereon, if any, established by plat, subdivision, or as otherwise permitted by law, to be used, developed or built upon as a unit.

“PROJECTING SIGN.” Any sign affixed to a building or wall in such a manner that its leading edge extends more than twelve inches beyond the surface of such building or wall.
(See [illustration A](#))

“ROOF SIGN.” Any sign erected or installed upon the roof of any building or structure.
(See [illustration A](#))

“SANDWICH SIGN.” Any two-sided, self-supporting portable sign. (See [illustration A](#))

“SIGN.” Any surface, fabric, device, or display, whether illuminated or non-illuminated, designed to identify, announce, direct or inform, and that is legible and visible from off-site. For purposes of this sign code, the term “sign” includes all structural members. The definition of a sign does not include:

- (1) Signs required or installed by a government agency on private property;
- (2) Notices required to be posted by law or ordinance on private property.

Only signs visible from any street, property (other than the subject site), or water body fall under the definition of sign.

“SIGN AREA.” The entire area enclosed by one continuous perimeter line, enclosing the extreme limits of the sign, including all ornamental attachments, insignias, symbols, logos, trademarks, interconnecting links and the like, and any stripe, frame or border. SIGN AREA does not include the main support structure of the sign unless used for sign display purposes.

The calculation for a double faced sign shall be the area of one face only.

The calculation for wall signs comprised of individual letters, numbers, symbols and the like, where the exterior wall of the building upon which it is affixed acts as the background of the sign, shall be calculated as ninety percent (90%) of the area enclosed within the smallest regular geometric figure needed to encompass the sign display.

“SNIPE SIGN”. Any sign that is placed on public property or tacked, nailed, glued, or in any way affixed to trees, public utility poles or other objects, or situated on any public road right-of-way, easement or alley.

“SUBDIVISION SIGN.” Any sign located at the entrance to a subdivision.

“SWING SIGNS OR SUSPENDED SIGNS.” Any sign projecting from an angle on the outside wall or walls of any building, and which is suspended from a projecting structure in such a manner that the sign itself, or any part thereof, is not attached to the building or wall.
(See [illustration A](#))

“TEMPORARY COMMERCIAL SIGN” means any wording, logo, emblem, character, pictograph, trademark, or symbol used to represent a firm, organization, entity, product, or service, or other representation that, directly or indirectly, names, advertises, or calls attention to a product or service, on any device, fixture, placard, or structure that uses any color, form, graphic, illumination, symbol, or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information to the public.

For purposes of this section, terms such as sale, special, clearance, or other words which relate to commercial activity shall be deemed to be commercial messages.

“TEMPORARY NON-COMMERCIAL SIGN.” Any sign that is not commercial, which is not an advertisement for a specific product or service, where the speaker does not have an economic motivation.

“TEMPORARY SIGN.” A sign displayed before, during or after an event or occurrence scheduled at a specific time and place, that is not a permanent sign, including but not limited to for rent, for sale, construction, real estate, management and banner signs. The term “temporary sign” shall not include any substitution of message on an existing lawful sign or sign structure. Unless otherwise provided in this Code, a sign with an intended use for a period of time related to an event shall be deemed a temporary sign. A flag is deemed a temporary sign.

“WALL SIGN.” A sign painted on or attached to any outside wall of a building and in the same plane as the wall. Wall signs shall include, but not be limited to, projecting signs, awning signs, painted murals, parapet signs, swing or suspended signs. (See [illustration A](#))

“WINDOW SIGN.” Any sign placed inside or upon the window panes or glass of any window or door visible from the exterior of the building. (See [illustration A](#))

§ 4 SIGN PERMITS AND CONSTRUCTION AND MAINTENANCE STANDARDS.

(A) Sign permits required. It shall be unlawful for any person to erect, construct, alter, replace or relocate within the city any sign without having first obtained a sign permit therefore, except as provided in § 5(A) of this sign code. No permit shall be issued until the city determines that such sign is in accordance with the requirements contained in this sign code, and the city determines such sign will not violate any building, electrical or other adopted codes of the City of Lake Mary.

(1) Applications. All sign permit applications shall be filed on forms supplied by the city. The application shall contain the information and documents required in § 4(A)(2), below, and shall be accompanied by the required sign permit fee.

(2) Application contents. The application for a sign permit for a sign shall include the following information:

(a) The name, address and telephone number of the property owner. If the applicant is not the property owner, the name, address and telephone number of the applicant also. The name, address and telephone number of the business, establishment or occupant, if applicable.

(b) The name, address, telephone number and state license number of the sign contractor/manufacturer.

(c) The name, address, telephone number and registration number of the engineer or architect.

(d) The street address, legal description and tax identification number of the property upon which proposed sign is to be located.

(e) The future land use designation and zoning district where the sign is to be installed.

(f) The type of sign, square footage, height and location of all signs currently located on the premises.

(g) The type of sign, square footage, design, sign area, height, location and fully dimensioned elevation drawings of the sign or signs proposed to be erected on the premises. If the sign is to be electrically lighted, the Testing Laboratory Number or the ETL Number shall be provided, and the name and address of the Electrical Contractor. In such case, the sign permit application shall be accompanied by a separate electrical permit application, as required by § 150.03 of the Lake Mary Code of Ordinances.

(h) Written permission of the property owner to erect the proposed sign if the applicant is not the property owner.

(i) A fully dimensioned site plan showing the lot frontage, building frontage or business, establishment or occupant frontage, parking areas and location of all existing and proposed signs. For ground signs and temporary signs, the site plan must show the distance from the right-of-way and property lines, and street corner visibility calculations. For temporary signs, over six square feet, name, date and time associated with the event and a timeframe for the temporary sign to come down.

(j) The type of construction, materials, sign supports, electrical details for the proposed sign.

(k) Wind load calculations and footer details for the proposed sign as required by the city's adopted building code.

(3) Review/time limits. Upon the receipt of a sign permit application and upon payment of the appropriate fee by the applicant, the city shall conduct a review of the application, the proposed sign and the premises. The city shall grant or deny the sign permit within 45 days from the date the application and the associated fee were filed with the city.

(4) Issuance or denial of permit.

(a) If, after review as required herein and upon payment of the appropriate sign permit fee, the city determines that the application meets the requirements contained in this sign code and determines the proposed sign will not violate any building, electrical or other adopted codes of the City of Lake Mary, the city shall issue the permit.

(b) If, after review as required herein, the city determines that one or more reasons for denial exist, the permit shall be denied and the city shall report the denial and the reasons thereof. A copy of the denial shall be sent by certified mail to the designated return address of the applicant on the application. The application for a permit shall be denied if one or more of the following conditions are found to exist:

(i) The application does not comply with the requirements of this sign code; or

(ii) The application would violate any building, electrical or other adopted code of the City of Lake Mary.

(5) Permit fees. The permit fee schedule for signs is contained in § 150.05 of the Lake Mary Code of Ordinances.

(6) Permit label required. With each permit issued, the city shall provide a label for each permitted sign bearing the permit number. The applicant shall attach the label to the sign or sign structure so as to be clearly visible from the public right-of-way or public areas of the premises. In addition, a legible copy of the sign permit shall be adhered to the rear of the sign in a protective plastic covering.

(7) Expiration of permit. Sign permits shall expire ten days after date of issuance, unless the permitted sign is inspected and certified as complete by the city before the expiration of the ten days.

(8) Appeals. Any person denied a permit for a sign may file a written appeal to the Sign Code Board of Adjustment within ten calendar days after receipt of a report of the denial. The Planning and Zoning Board is hereby designated as the Sign Code Board of Adjustment, and is authorized to hear and decide appeals de novo where it is alleged there is an error in the denial of a sign permit. The Sign Code Board of Adjustment shall hear such appeals within 60 days of the filing of the appeal and promptly render a final decision. Any person aggrieved by a final decision of the Sign Code Board of Adjustment may appeal within 30 days of rendition of the final decision, which appeal shall be immediately reviewed as a matter of right by the courts upon the filing of an appropriate pleading by an aggrieved party. A prompt final decision shall be rendered by the Court.

(9) Implied consent. Any person applying for and receiving a permit for any sign hereby consents to the following:

(i) Consents to complying with all provisions of this code;

(ii) Consents for City Officials to come on private property to inspect all signage;

(iii) Consents to the placement of an adhesive notice of violation on the face of sign if found to be in violation of code;

(iv) Consents to signing "Statement of Fact" prior to issuance of permit. The Statement of Fact outlines the signage authorized, permitted and available under specific zoning district.

(B) Construction and maintenance standards. All signs shall be constructed and maintained in accordance with the following standards:

(1) Code compliance. All signs shall be constructed and maintained in accordance with the provisions and requirements of the city's building codes, electrical codes and all other applicable codes.

(2) Copy. All copy shall be maintained so as to be legible and complete.

(3) Structure. All signs shall be maintained in a vertical position unless originally permitted otherwise, and in good and safe condition at all times.

(4) Damage. Damaged faces or structural members shall be repaired.

(5) Safety. The construction and maintenance of all signs using electric power in any manner shall be subject to the following requirements:

(i) Electrical systems and fasteners shall be maintained at all times in a safe condition.

(ii) Plans and locations shall be approved by the Building Official, and such signs shall be inspected and approved by him/her before operation. All such signs must be installed by a qualified and licensed electrician in accordance with provision of the National Electrical Code.

(iii) Proximity to electrical conductor: No signs shall be erected closer than ten feet to any overhead electrical conductor, where the difference in potential between any two conductors or between one conductor and ground exceeds 750 volts.

(iv) All exterior electrical outlets for signs shall terminate in a galvanized box with a blank cover, which shall be flush with and not protrude beyond the finished surface of the exterior wall.

(v) Transformer boxes, outlets, conduits, and other accessory equipment for any sign shall be placed so that they are not visible from the exterior.

(vi) Wooden signs shall not have electrical lights or fixtures attached to them in any manner.

(vii) No electrical sign shall be so lighted or maintained as to throw a glare or blinding light into any street, highway, or other public thoroughfare, which would be likely to blind or impair the vision of any motorists upon the street, highway, or thoroughfare.

§ 5 EXEMPT AND PROHIBITED SIGNS.

(A) Exempt signs. All permanent signs require permits, except for signs which meet the requirements of this Section and all the other requirements of this Chapter. The following signs that are exempt from the permitting requirements of this sign code, but shall still be counted as part of the total signage allowed by this sign code, and shall be are subject to the city's building, electrical and all other applicable code requirements. Those signs are:

i. Permanent Signs in all zoning districts six square feet or less, except no more than one per premises. Such signs shall also meet the following regulations:

(1) 5 feet from any right-of-way; and

(2) 10 feet from side/rear property lines; and

~~(3) Temporary ground signs six square feet or less shall be a maximum height of five feet; and~~

~~(34) Signs shall be non-illuminated.~~

ii. Temporary Signs. However, all temporary commercial message signs larger than 6 square feet, except signs on property for sale or lease, must be registered on a form supplied by the Community Development Director, and a registration fee of \$4.00 is required for each sign.

(B) Prohibited signs. It shall be unlawful to erect or maintain the following signs within the city:

(1) Any sign which constitutes a traffic or pedestrian hazard or a detriment to traffic or pedestrian safety by reason of its size, location, movement, coloring, or method of illumination. Any sign which obstructs the vision of pedestrians or vehicles using the public right-of-way.

- (2) Electronic signs or signs of a flashing, animated or rotating nature.
- (3) Bare bulb signs, excluding neon signs.
- (4) Signs that interfere with, mislead or confuse traffic.
- (5) Signs attached to trees, streetlight poles, parking lot light poles or utility poles.
- (6) Signs attached to or painted on vehicles, when these vehicles are not regularly used to make deliveries, pickups or are not otherwise actively used, and are parked or located in such a way as to advertise.
- (7) Signs made of combustible materials that are attached to or in close proximity to fire escapes or firefighting equipment.
- (8) Roof signs.
- (9) Pole banners, streamers, ribbons, propellers, searchlights, balloons or pennants, feather or flutter signs.
- (10) Portable signs.
- (11) Pole signs.
- (12) Any privately owned sign placed or located on or over any public or private thoroughfare, road, alley, sidewalk or right-of-way within the city, ~~unless approved by the City Commission.~~
- (13) Parasite signs.
- (14) Sandwich signs or double sided signs exceeding 30 degrees.
- (15) Snipe signs.
- ~~(156)~~ Any sign not expressly allowed by this sign code.
- ~~(167)~~ Discontinued signs.
- ~~(17) Changeable copy signs unless otherwise expressly allowed by this sign code.~~
- (18) Off-premises signs.
- (19) Billboards.
- (20) Animated signs.
- (21) Intermittent signs.
- (22) Ground signs greater than 100 square feet in size (area).
- (23) Banner signs, except for new businesses as expressly allowed in § ~~6(E)(3)~~ of this sign code.

 **§ 6 ON PREMISE SIGN REGULATIONS.**

On premise signs are allowed within the City of Lake Mary as provided below in Table 1, "Sign Regulations per Zoning District", as modified by the Table Notes.

TABLE 1: SIGN REGULATIONS PER ZONING DISTRICT (A)

Zoning District	Sum Total Max. Sign Area (sf) ^(B)	Wall Sign		Window Sign ^(C)		Ground Sign				Temporary Sign ^(E)	
		Area Calc. (sf/ff)	Max Sign Area (sf)	Area Calc. (sf/ff)	Max Sign Area (sf)	Area Calc. (sf/ff)	Max Sign Area (sf)	Type ^(D)	#of Signs Permitted	Max Sign Area (sf)	#of Signs Permitted
Non-Residential Development^(F)											
PO, A-1	100	2.0	100	2.0	100	2.0	100	1	1/premise	32	1/premise
C-1	100	2.0	100	2.0	100	2.0	100	1	1/premise	64	1/premise
C-2	100	2.0	100	2.0	100	2.0	100	1	1/premise	64	1/premise
M-1A	200	2.0	200	2.0	200	2.0	200	1	1/premise	64	1/premise
M-2A	200	2.0	200	2.0	200	2.0	200	1	1/premise	64	1/premise
PUD ^(G)										64	1/internal dvlpmt
<u>GU</u>	<u>200</u>	<u>2.0</u>	<u>200</u>	<u>2.0</u>	<u>200</u>	<u>2.0</u>	<u>200</u>	<u>1</u>	<u>1/premise</u>		
Lake Mary Blvd. Overlay District ^(H)	2 sf/ff	1.5	100	1.5	100	1.5	100	2	1/ premise	per zoning district	1/parcel
Downtown Development District DC ^(I)	50	1.5	20	1.5	20	1.5	30	4	1/premise	32	1/premise
Business Parks, Centers or Complexes ^(J)	n.a.	n.a.	0	n.a.	0	n.a.	100 per sign	1	1/primary entrance	per zoning district	1/street frontage
Conditional Uses in A-1 and Residential Zoning Districts											

Conditional Uses in A-1 ^(E)	100	2.0	100	2.0	100	2.0	100	1	1/primary entrance	32	1/premise
Conditional Uses in Residential ^(F) (commercial)	16	n.a.	16	n.a.	16	n.a.	16	3	1/premise	16	1/dvlpmt
Conditional Uses in Residential ^(G) (non-commercial)	32	n.a.	32	n.a.	32	n.a.	32	3	1/premise	16	1/dvlpmt
Residential Subdivision/Complex											
R-1A ^(H) R-1AA ^(H) R-1AAA ^(H) R-1B RCE ^(H) A-1 ^(H) RM ^(H) PUD ^(A)	n.a.	n.a.	0	n.a.	0	n.a.	60 each sign	3	2/entrance	16	1/subd.
R-2	n.a.	n.a.	0	n.a.	0	n.a.	16	3	1/primary entrance	16	1/subd.
R-3	n.a.	n.a.	0	n.a.	0	n.a.	32	3	1/primary entrance	32	1/complex
Residential Lots, Parcels, Tracts or Premises ^(I)											
All residential Zoning Districts	6	n.a.	6	n.a.	6	n.a.	6	n.a.	n.a.	6	n.a.

All residential Zoning Districts containing a non-residential FLU.	0	n.a.	0	n.a.	0	n.a.	0	n.a.	0	32 sf	n.a.
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Table Abbreviations: ff = business or building front foot; calc. = calculation; dvlpmt = development; FLU = Future Land Use; Max. = Maximum; n.a. = not applicable; sf = square feet; subd. = subdivision

Table Notes:

(A) General sign regulations:

(1) Sign area computation. In every event, computation of allowable sign area includes all existing signs on the premises, whether those signs are conforming or non-conforming under the terms of this sign code.

(2) Sign restrictions.

(a) No sign on property zoned PO, C-1, C-2, M-1A, M-2A or PUD Office, Commercial or Industrial uses shall be located within 50 feet of any residentially zoned property.

(b) The total ground sign area shall not exceed 100 square feet per premise abutting or within 500 feet of Lake Emma right-of-way, Emma Oaks Trail or Rinehart Road right-of-way. If any portion or part of any premise abuts or lies within 500 feet of Lake Emma Road, Emma Oaks Trail or Rinehart Road, the entire premise shall be subject to this restriction.

(3) Illumination of signs.

(a) No illuminated sign shall exceed 100 square feet if it is located within 500 feet of property with a residential future land use designation or zoning district and is visible from the property with the residential future land use designation or zoning district.

(b) Illuminated signs located within 500 feet of property with a residential future land use designation or zoning district, and which are visible from the property with the residential future land use designation or zoning district, shall be turned off no later than 10:00 p.m. and remain off until 6:00 a.m.

(c) Temporary signs shall not be externally or internally illuminated.

(d) Ground signs may be externally illuminated. Any external illumination must be a burial fixture or hidden within a planter bed. Ground signs other than subdivision ground signs may be internally illuminated.

(4) Changeable copy signs. Changeable copy sign area shall be calculated as part of the total maximum allowable sign area in the zoning district in which it is located. Only one side of a double-faced sign shall be counted for sign area calculation purposes. Changeable copy signs ~~are~~ allowed for the following uses and with have the following restrictions:

~~(i) Places of worship, schools and governmental buildings shall be allowed to have changeable copy signs provided that Tthe total sign area for the changeable copy signs ~~does~~ must not exceed 32 square feet per premise.~~

~~— (b) Movie theaters and play houses shall be allowed to have changeable copy signs provided that the total sign area for the changeable copy sign does not exceed the total maximum permanent sign area allowed per the zoning district in which these uses are located.~~

~~(c) Gas stations shall be allowed to have changeable copy signs provided that the maximum sign area for the changeable copy signs does not exceed nine (9) square feet per premise.~~

~~— (d) Home Owners Associations (HOA) shall be allowed to have changeable copy signs provided the sign meets following criteria:~~

~~— (i) Maximum of 16 square feet in copy area;~~

~~— (ii) Sign must be located on an HOA or open space tract internal to the development and must not be visible from streets external to the development;~~

~~— (iii) Maximum height of five feet;~~

(ii) All signs must be constructed of brick or split face block.

(iii) All signs must be located at least five feet from the property line or right of way, and not create sight visibility problems for pedestrian or vehicular traffic.

(iv) On property zoned residential or PUD, the changeable copy sign:

~~(iv) Shall be constructed of brick or split face block.~~

~~(va) Must not include No-exposed pole supports permitted;~~

~~(vib) Must Sign shall be landscaped with shrubs;~~

~~(viic) Must store Lettering shall be provided in an enclosed lockable cabinet and the lettering must be securely adhered to the surface using track lettering technology or other similar technique. In addition, the letter board ~~which lettering is attached to~~ shall be continuously checked by the owner Homeowners Association for warping or other defects, and replaced, if necessary;~~

~~(viid) Sign may be internally lighted;~~

~~(ixe) Sign shall be located at least five feet from property line or right-of-way and not create sight visibility problems for pedestrian and vehicular traffic.~~

(5) Multistory buildings with multiple occupants are allowed the total square footage of wall signage as allotted in Table 1. One wall sign may be placed on two of the facades provided that one of the chosen facades is the main front entrance.

(B) Additional signage allowances. Additional signage may be allowed under specified conditions as follows:

(1) Anchor occupant in multi-occupant building. Anchor occupants in a multi-occupant building, where the anchor exceeds 100 building front feet shall be allowed an additional one square foot of sign area for each building front foot over and above 100 building front feet, but not to exceed 200 square feet of sign area per occupant. This can be wall signage, window signage or a combination thereof.

(2) Corner occupant in multi-occupant building. Additional wall signage shall be allowed for side facades of corner occupants in multi-occupant buildings calculated at a maximum 2 square feet per building front foot up to a maximum of 100 square feet. This shall apply only where the same or similar facade treatment is used on the side of the building as presented on the front of the building and where there is an entrance to the general public along said building side. Sign area is not transferable between front and side facades.

(3) Interstate 4 frontage. Premises with frontage on Interstate 4 shall be allowed additional signage as follows:

(a) Maximum sign area. The maximum sign area for properties abutting Interstate 4 shall be calculated at 2 square feet per building front foot, not to exceed 350 square feet of sign area. This shall include all ground signs, wall signs and window signs as permitted per the zoning district, as provided in Table 1.

(b) Ground signs. Ground signs shall not exceed 100 square feet.

(c) Grounds signs shall not be allowed within two hundred feet of the Interstate 4 right-of-way.

(d) Wall signs. Properties abutting Interstate 4 may have an additional fifty square feet of wall sign area to be utilized on the facade facing Interstate 4, subject to (a) above. Individual wall signs shall not exceed 200 square feet if facing Interstate 4. For all other building facades individual wall signs shall not exceed the maximum wall sign area as prescribed in Table 1 per the applicable zoning district.

(e) Window signs. Window signage, if allowed, shall not exceed the maximum sign area as prescribed in Table 1 per the applicable zoning district.

(C) Window signs. A maximum of fifty percent (50%) of the glassed area of the building facade may contain window signage. Such signage shall be so located so as to provide a clear and unobstructed view of the cash register and sales area from the street as set forth in § 116.02(B) of the city's Code of Ordinances.

(D) Ground sign design standards.

(1) Type 1: General ground sign design standards. (See [illustration B](#))

(a) Design. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds the horizontal width of the sign surface.

(b) Construction materials. The base shall be of a low maintenance finish which is compatible with the architectural style of the principal building limited to split face block, stone, finished metal, or brick. Sign bases finished with stucco, raw concrete, exposed concrete block, or wood are strictly prohibited.

(c) Illumination. See Table Note 1(C), Illumination of Signs.

(d) Height. The maximum height of the top of the sign shall be 15 feet from average grade elevation upon which the sign is located.

(e) Setbacks. Minimum setbacks for any part of the sign structure shall be as follows, but in no case shall any portion of a sign structure interfere with safe sight visibility along a roadway or at an intersection:

(i) 5 feet from any right-of-way.

(ii) 10 feet from any side property line.

(2) Type 2: Lake Mary Boulevard Ground Sign Design Standards. (See [illustration C](#))

(a) Design. Vertical structure supports for ground signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to at least two-thirds the horizontal width of the sign surface.

A planter structure shall enclose the foot of the base. The planter shall be between two and three feet in height above the ground, with a minimum length equal to the width of the sign and a minimum width of three feet.

(b) Construction materials.

1. For those properties within the Gateway Corridor, which have Downtown Development District (DDD) land use, the base and planter shall be constructed of a low maintenance finish which is compatible with the architectural style of the principal building limited to split face block, stone, finished metal, or brick. Sign bases finished with stucco, raw concrete, exposed concrete block or wood are strictly prohibited.

2. For all other properties within the Gateway Corridor, the base and planter shall be constructed of brick.

(c) Illumination. See Table Note 1(C), Illumination of Signs.

(d) Height. The maximum height of the top of the sign shall be 15 feet from the nearest sidewalk.

(e) Setbacks. Minimum setbacks for any part of the sign structure shall be as follows, but in no case shall any portion of a sign structure interfere with safe sight visibility along a roadway or at an intersection:

(i) 5 feet from any right-of-way.

(ii) 10 feet from any side property line.

(3) Type 3: Subdivision Ground Sign Design Standards. (See [illustration D](#))

(a) Design. Vertical structure supports for subdivision signs shall be concealed in an enclosed base. The width of such enclosed base shall be equal to the horizontal width of the sign surface.

(b) Construction materials. The base shall be of a low maintenance finish. Stucco, wood, raw concrete and exposed concrete block are strictly prohibited.

(c) Illumination. Any external above ground light source shall be located and hidden within the planter bed or shall be in a burial fixture. Type 3 ground signs shall not be internally illuminated.

(d) Height. The maximum height of the top of the sign shall be 6 feet from average grade elevation upon which the sign is located.

(e) Setbacks. Minimum setbacks for any part of the sign structure shall be as follows, but in no case shall any portion of a sign structure interfere with safe sight visibility along a roadway or at an intersection:

(i) 5 feet from any right-of-way.

(ii) 10 feet from any side property line.

(f) The signs may be either a Type 3 ground sign or cut out letters affixed to subdivision wing walls, but not both. Cut out lettering shall not exceed 24 inches in height.

(4) Type 4: Downtown Development District Ground Sign Design Standards.
(See [illustration E](#))

(a) Design. The ground sign may be erected with a double pole base or an enclosed base. The pole spread or the enclosed base must be equal to two-thirds (2/3) the width of the sign. A landscape planting area surrounding the poles or base shall be planted with shrubbery and/or flowers. The owner shall be responsible for maintaining the planter area in order to ensure proper growth and aesthetics of the plant material.

(b) Construction materials. The base shall be of a low maintenance finish. Stucco, raw concrete and exposed concrete block are strictly prohibited.

(c) Illumination. See Table Note 1(C), Illumination of Signs.

(d) Height. The maximum height of the top of the sign shall be 4 feet from average grade elevation upon which the sign is located.

(e) Setbacks. Minimum setbacks for any part of the sign structure shall be as follows, but in no case shall any portion of a sign structure interfere with safe sight visibility along a roadway or at an intersection:

(i) 5 feet from any right-of-way.

(ii) 10 feet from any side property line.

~~(E) Temporary signs:~~

~~(1) Undeveloped property. Temporary ground signs shall be allowed for undeveloped property in addition to the maximum sign area per site in accordance with Table 1. Temporary~~

~~ground signs shall be permitted for a period not to exceed one year, from the date of issuance of the permit. Based upon compliance with the development standards contained in division (E)(4)(b) of this section, the city may extend the existing permit indefinitely in periods not to exceed one year.~~

~~— (2) Developed property. Temporary signs shall be allowed for developed property in addition to the maximum sign area per site in accordance with Table 1. Temporary signs shall be permitted for a period up to 90 days and up to a maximum of two times a year. The display period for temporary signs shall not run consecutive with another display period and shall be separated by a minimum of 60 days. Temporary signs shall be removed within seven days of the expiration of the permit period.~~

~~— (3) Banner signs. A business receiving a new local business tax receipt may erect a temporary banner sign for the first 30 days of business for new businesses only, with approval of the Community Development Director and after obtaining the required banner sign permit. Banner signs are required to be removed within 48 hours of the expiration of the permit.~~

~~— (a) Temporary banner signs shall be located at the store front of the new business.~~

~~— (4) Consolidation into ground sign. In lieu of temporary signage, ground sign area for developed properties may be increased by up to 25% of the maximum sign area for temporary signs. In such cases freestanding temporary signs shall be prohibited.~~

~~— (5) Development standards.~~

~~— (a) All temporary signs shall comply with the following:~~

~~— 1. Temporary signs shall not be illuminated.~~

~~— 2. The maximum height shall be five feet in any agricultural and/or residential zoning district and ten feet in any nonresidential zoning district. In Planned Unit Developments, the height of the sign shall be determined by the use of the area in which it is proposed.~~

~~— 3. Minimum setbacks from a right of way shall be five feet and 25 feet from a side yard line.~~

~~— 4. No portion of the sign structure shall interfere with safe sight visibility along a roadway or at an intersection.~~

~~— (b) New businesses are allowed to install one temporary banner sign, in addition to any other permitted temporary signs for the subject property. All temporary banner signs shall comply with the following:~~

~~— 1. Banners are additional square footage to both temporary and permanent signs.~~

~~— 2. Banner signs shall not exceed a maximum area of 32 square feet per premise.~~

~~— 3. The banner signage shall not be displayed in excess of 12 feet in height above the ground.~~

~~— 4. Banner signs must be attached to the building of the advertised location of the new business.~~

(6) Annual inspection. Not less than 30 days prior to the expiration of a temporary ground sign permit for undeveloped property, the applicant may apply for a one-year extension for a temporary sign on undeveloped property. Not more than ten days from the date of the extension request, staff shall inspect the temporary sign to determine if it complies with the development standards of this section. If the sign complies with the development standards, the city may issue a one-year extension to the original permit. If the sign does not comply with the development standards, staff shall notify the applicant in writing of the deficiencies and the city's intent to not extend that permit. The applicant may address the issues cited by the city and request a reinspection. Once the sign has been brought into compliance, the city may issue the one-year extension.

(7) Appeal of staff decision. Based upon the Community Development Department's determination that a sign does not comply with development standards, an applicant may appeal staff's decision to the City Commission. The appeal shall be in writing and shall be received by the city not more than 30 days from the date of staff's letter informing the applicant that the permit will not be extended. Upon receiving the appeal and determining that the appeal was received within the 30-day timeframe, staff shall schedule this item for a City Commission meeting. The City Commission shall review only the materials previously submitted and shall make a determination regarding the extension of the permit.

(8) Removal of signs. All temporary signs shall be removed within seven days of the date of the expiration of the permit or conclusion of the advertised event or seven days after the date that the City Commission takes action rejecting an appeal, in the case of a temporary sign for undeveloped property.

(F) Sign type allowances per occupant and building type. The following table applies to non-residential development in the determination of the types of signage allowed per occupant and/or per building type.

<i>Occupant/Building Type</i>	<i>Wall</i>	<i>Window</i>	<i>Ground</i>
A. Single occupant/single-occupant building. The building must be the only building located on the premises.	**	**	**
B. Single occupant/single-occupant building. The building must be located on premises which contain other buildings.	**	**	Not allowed. Cross reference Table 1: Business Parks, Centers or Complexes.
C. Single occupant in a multi-occupant building. The occupant must have a primary entrance to the general public on the outside of the building. The building may be either the only building located on premises	**	**	Not allowed. Cross reference E, F and Table 1: Business Parks, Centers or Complexes.

or located on premises which contain other buildings.			
D. Single occupant in a multi-occupant building. The occupant must have a primary entrance to the general public on the interior of the building. The building may be either the only building located on premises or located on premises which contain other buildings.	No individual occupant sign may be visible from the exterior of the building.	No individual occupant sign may be visible from the exterior of the building.	Not allowed. Cross reference E, F and Table 1: Business Parks, Centers or Complexes.
E. Multi-occupant building. (Signage is applicable to the building as a single entity only.) The occupant entrances may be external or internal to the building. The building must be the only building located on the premises.	**	Not allowed.	**
F. Multi-occupant building. (Signage is applicable to the building as a single entity only.) The occupant entrances may be either external or internal to the building. The building must be located on premises containing other buildings.	**	Not allowed.	Not allowed. Cross reference Table 1: Business Parks, Centers or Complexes.

(EG) Planned Unit Development (PUD) Zoning Districts. Individual uses within an approved PUD shall be allowed signage according to the zoning district in which the particular use would be a permitted use, unless otherwise provided for in the ordinance creating the PUD or by a PUD Development Agreement.

(FH) Lake Mary Boulevard Gateway Corridor Overlay Standards. All signage on properties defined as being within the "Gateway Corridor Overlay Standards Classification" in Chapter 158, Lake Mary Code of Ordinances shall be regulated as provided by this sign code. (Note: Where the Downtown Development Overlay Standards District and the Gateway Corridor Overlay Standards Classification District overlap, signage shall be regulated in accordance with the Gateway Corridor Overlay Standards.)

(1) Description of district. The Gateway Corridor Overlay District is described as all property within 320 feet of the centerline of Lake Mary Boulevard including intersecting roadways to the same depth. If any part of any premises parcel abuts the right of way line of the Lake Mary Boulevard, the entire premises parcel shall be subject to these regulations as if the premises parcel were wholly within the "Gateway Corridor Overlay Standards Classification".

(G) Downtown Development Overlay Standards. All signage on properties within the "Downtown Development Overlay Standards District" as defined in § 154.67, Lake Mary Code of Ordinances, shall be regulated as provided by this sign code. (Note: Where the Downtown Development Overlay Standards District and the Gateway Corridor Overlay Standards Classification District overlap, signage shall be regulated in accordance with the Gateway Corridor Overlay Standards.)

(1) Description of district. The Downtown Development District is described as lying north of Lake Mary Boulevard, south of Alma Avenue, east of Fifth Street and west of Old Lake Mary Road (see § 154.67 of the city's Code of Ordinances for district boundary illustration).

(2) Maximum sign area. Signage shall conform to the requirements of this sign code with the following exceptions:

(a) The maximum allowable sign area per non-residential premises shall not exceed 1.5 square feet per business front foot up to a maximum of 50 square feet. The maximum allowable sign area may consist of the following signs:

(i) One (1) ground sign not to exceed a maximum of 30 square feet of sign area. Any ground sign within the Downtown Development Standards Overlay District shall be a Type 4 Ground sign; and

(ii) One (1) of the following signs not to exceed a maximum of 20 square feet of sign area: wall sign, window sign, or projecting sign.

~~(J) Home occupation signs. Signage related to home occupations shall be regulated by § 154.81(C), Home Occupations, Lake Mary Code of Ordinances.~~

(H) Temporary Signs.

(1) Consolidation into ground sign. In lieu of temporary signage, ground sign area for developed properties may be increased by up to 25% of the maximum sign area for temporary signs. Where the owner takes advantage of this additional 25% allotment, freestanding temporary signs are prohibited.

(2) Table 2 contains the criteria and limitations for all temporary signs in all zoning districts.

TABLE 2

<u>ZONING DISTRICTS</u>	<u>R-1A, R-1AA, R-1AAA, R-1B, RCE, RM and property, PUDs¹ and A-1 with Primarily Residential Uses²</u>	<u>A-1 property with Primarily Commercial Uses², PO</u>	<u>A-1, PO, C-1, C-2, M-1A, M-2A, GU, DC, and PUDs¹ and A-1 property with Primarily Commercial Uses²</u>
<u>Maximum Number of Temporary Signs Per Premises³ & ⁵</u>	<u>2</u>	<u>2</u>	<u>2</u>
<u>Maximum Sign Size (Area) for a Temporary Sign⁴</u>	<u>6 sf.</u>	<u>32 sf.</u>	<u>64 sf.</u>
<u>Maximum Sign Height for a Temporary Freestanding Sign⁵ & ⁶</u>	<u>5 ft.</u>	<u>10 ft.</u>	<u>10 ft.</u>
<u>Minimum Sign Setback required to be maintained by a Temporary Ground Sign from any front property line⁷</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Minimum Sign Setback from Side Yard</u>	<u>10 ft.</u>	<u>10 ft.</u>	<u>10 ft.</u>
<u>Minimum Sign Setback required to be maintained by a Temporary Ground Sign from the edge of any paved street or road or right of way</u>	<u>5 ft.</u>	<u>5 ft.</u>	<u>5 ft.</u>
<u>Minimum Spacing that is required to be maintained by a Temporary Ground Sign from any other Temporary Ground Sign⁸</u>	<u>10 ft.</u>	<u>30 ft.</u>	<u>30 ft.</u>
<u>Maximum Aggregate Surface Area Allocated for All Temporary Signs on a Premises⁹</u>	<u>12 sf.</u>	<u>64 sf.</u>	<u>128 sf.</u>
<u>Whether Temporary Signs is Allowed on Public Property or Public Right-of-Way</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Allowed in a sight visibility triangle</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Direct Illumination of Surface of Temporary Sign Allowed</u>	<u>No</u>	<u>No</u>	<u>No</u>
<u>Duration allowed after event ends</u>	<u>7 calendar days</u>	<u>7 calendar days</u>	<u>7 calendar days</u>
<u>Duration if not associated with event⁹</u>	<u>30 days</u>	<u>30 days</u>	<u>30 days</u>

Footnotes:

¹ PUD Agreements control over this table, if in conflict.

² “Primarily” means more than 50%.

³ Temporary commercial banner signs are limited to one per year per premises with a maximum duration of display of no more than a thirty (30) day period per calendar year per premises, and are subject to the standards in subsection (I)4.

⁴ The square footage limitation is for one side of a sign. For example, a four (4) square foot limitation means that there is a limit of eight (8) square feet of surface area for a back-to-back sign.

⁵ Not applicable to signs displayed on flagpoles.

⁶ In Planned Unit Developments, the height of the sign shall be determined by the use of the area in which it is proposed, but not more than ten feet.

⁷Minimum sign setbacks do not apply to wall signs. All Temporary Signs are prohibited on public property and public rights-of-way.

~~⁸Not applicable to signs displayed on flagpoles.~~

⁸⁹There is no limit to the number of separate messages that may appear on the allowable surface(s) of any Temporary Sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some premises.

⁹Applies to commercial temporary signs only.

(3) Additional Signs During Elections. Additional temporary noncommercial signage shall be allowed for the 90 days prior to and seven calendar days following any Federal, State of Florida, Seminole County, or City election, not to exceed:

a. Six square feet per sign, but not to exceed a cumulative total of 30 additional square feet in residential districts;

b. Up to 64 square feet per sign in commercial zoning districts (including office and industrial), but not to exceed a cumulative total of 320 additional square feet;

c. In all other respects, these signs must comply with Table 2.

(4) Development standards for Temporary Signs. All temporary signs shall comply with the following:

a. Duration for display of temporary commercial sign. If a temporary commercial sign pertains to an event, the temporary sign shall be removed within and by no later than seven (7) calendar days after the event is concluded. If a temporary commercial sign does not pertain to an event, the temporary commercial sign shall be removed within and by no later than thirty (30) days after being erected.

b. Display of temporary sign requires permission of real property owner. A temporary sign on any premises shall not be maintained if the placement of the same does not have the permission of the owner of real property.

c. A temporary sign must not display any lighting and must remain static. A temporary sign must not display any lighting or illuminations that flash, move, rotate, scintillate, blink, flicker, or vary in intensity of color.

d. A temporary sign must not incorporate fluorescent color or exhibit florescence. ~~A temporary sign must not incorporate florescent color or exhibit florescenee.~~

e. A temporary sign must not obstruct a permanent sign or the vision between pedestrians and vehicles. A temporary sign must not obstruct the view of a permanent sign as viewed from any public road, street or highway or any public sidewalk, and must not obstruct

the vision between pedestrians and vehicles using the public right-of-way, including, but not restricted to, those meeting intersection visibility requirements.

f. Temporary sign may display multiple messages. A temporary sign may display multiple independent messages on any portion of the sign surface of a temporary sign.

g. A temporary non-commercial sign does not require a permit from the City. A temporary commercial sign requires registration under Section 5(a)(ii).

h. Flagpoles and flags; flag brackets, flag stanchions.

(1) Flagpoles and flags. For each premises and development site in residential use with one principal structure, one flagpole may be installed and two (2) flags may be displayed per flagpole. For each premises and development site that is over one-half (1/2) acre in size and is in nonresidential use, up to three flagpoles may be installed and up to two (2) flags may be displayed per flagpole.

(2) Flag brackets, flag stanchions, and flags. For each principal structure on a premises, up to two flag brackets or stanchions may be attached or placed for the display of flags. A flag displayed from a flag bracket or a flag stanchion shall not exceed twenty-four (24) square feet in size.

(3) For the purpose of determining the size of a flag, only one side of the flag shall be counted as the display surface.

(4) Flags on premises in non-residential use may be externally illuminated.

(5) Temporary Banner signs.

a. Temporary banner signs must be located at the store-front of the ~~new-business~~, or on a flagpole.

b. Banner signs shall not exceed a maximum area of 32 square feet per premise.

c. The banner signage shall not be displayed in excess of 12 feet in height above the ground, unless on a flagpole.

d. Banner signs must be attached to the building of the advertised location of the business.

e. For duration of display, see footnote 3 to Table 2.

§ 7 ENFORCEMENT.

(A) Removal of signs. Private signs on public property or public rights-of-way may be removed by the city or its agents without notice to the sign owner.

(B) Should any sign be in danger of falling, or otherwise unsafe in the opinion of the Code Enforcement Officer or the Building Official, the owner thereof, or person maintaining the sign, shall, upon receipt of written notification from the Building Official or Code Enforcement Officer, immediately secure the sign, cause it to be placed in good repair or remove the sign.

(C) Removal of illegally erected signs. Where this sign code requires work on a sign to be performed by a licensed contractor and such work is not performed by a licensed contractor, the owner or lessee of the property where such illegally erected sign is located shall either:

(1) Have the sign immediately removed; or

(2) Have a licensed contractor secure a permit for such sign. City inspections of the sign shall be performed.

(D) Termination of unlawful illumination. Upon receipt of written notification by the Code Enforcement Officer or Building Official that a sign is illuminated in violation of this sign code, the owner, his agent, or person in control of the premises, shall immediately terminate the prohibited illumination of such sign.

(E) Violation; penalties. It shall be unlawful for any person to fail to comply with any of the provisions of this sign code. The city may take any one or a combination of the following actions:

(1) Prosecute any violation of any provision of this sign code in accordance with § [10.99](#) of the city's Code of Ordinances; or

(2) Refer any violation of any provision of this sign code to the City's Code Enforcement Board pursuant to the terms of [Ch. 30](#) of the city's Code of Ordinances; or

(3) Issue a code enforcement citation for any violation of any provision this sign code pursuant to the terms of §§ [37.01](#) et al. of the city's Code of Ordinances; or

(4) In its discretion, seek the aid of the courts with respect to the enforcement of this sign code, which right shall include the right to seek declaratory and injunctive relief against any person violating any provisions of this sign code.

§ 8 REGULATION OF NON-CONFORMING SIGNS.

(A) Amortization. Any lawfully existing permanent sign which was made non-conforming by the adoption of this sign code (Ordinance No. 1029) or any subsequent amendments shall be brought into compliance with these provisions of this sign code or any subsequent amendments within seven years from the date upon which the sign became non-conforming. Any existing temporary sign which existed on 10/4/01 shall be brought into compliance with the provisions of this sign code or any subsequent amendments within two years from that date. The amortization provisions of this subsection shall not apply to any sign subject to the Federal Highway Beautification Act or Chapter 479 of the Florida Statutes as from time to time amended.

(B) Repairs and maintenance. The owner of a non-conforming sign may carry out maintenance or repairs that are required by the City Code or that are reasonably necessary or commonly engaged in to maintain the sign in a reasonably usable condition. Repairs or maintenance of a non-conforming sign shall not extend its useful life beyond its amortization period.

(C) Damage or destruction. If any non-conforming sign is damaged or destroyed to such an extent that the cost of repair or reconstruction of the sign is fifty percent (50%) or more of the depreciated value of the sign at the time it is damaged or destroyed, then the non-conforming sign shall be made to comply with the provisions of this sign code and any subsequent amendments.

(D) Discontinuance. A sign that is discontinued as defined in this sign code shall lose its non-conforming status. An intent to abandon is not necessary to establish discontinuance.

(E) Alteration. A non-conforming sign shall not be moved, structurally altered, enlarged or changed in height or size.

(F) Illegal sign. The use of an illegal sign shall not be sufficient to establish the existence of a non-conforming sign or to create any rights to the continuation of such sign.

§ 9 VARIANCES.

(A) Sign Code Board of Adjustment. The Planning and Zoning Board is hereby designated as the Sign Code Board of Adjustment, and is authorized to consider variances from the requirements of § 6 of this sign code in specific cases where such variances will not be contrary to the public interest and where, owing to special conditions, a literal enforcement of the provisions of this sign code would result in unnecessary hardship. No action of the Board shall be valid or binding unless adopted by the affirmative vote of three or more members of the Board. A written application for a variance to the requirements of § 6 of this sign code shall be filed with the city.

(1) In applying the standards contained in the previous paragraph, the Sign Code Board of Adjustment shall make affirmative findings of fact on each of the following:

(a) a unique condition or circumstance exists which is peculiar to the sign involved, which is not applicable to other signs; and

(b) a literal interpretation of the provisions of § 6 of this sign code would deprive the applicant of rights commonly enjoyed by other properties with similar conditions; and

(c) the unique conditions or circumstances do not result from self-imposed actions of the applicant; and

(d) the granting of the variance requested will not confer on the applicant any special privilege that is denied by the provisions of § 6 of this sign code to others under similar conditions; and

(e) non-conforming signs, illegal signs or other sign variances on neighboring lands are not the basis for the issuance of the variance; and

(f) the variance granted is the minimum variance that will make possible the reasonable use of the sign; and

(g) the granting of the variance will be in harmony with the general intent and purpose of § 6 of this sign code, will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

(2) Conditions on variances. In granting any variance, the Sign Code Board of Adjustment may prescribe appropriate conditions. Violations of such conditions, when made a part of the terms under which the variance is granted, are a violation of this sign code.

(3) Appeals from Sign Code Board of Adjustment. Any person aggrieved by a final decision of the Sign Code Board of Adjustment may, within thirty (30) days of rendition of the final order, appeal by certiorari to the Circuit Court of Seminole County.

(4) Time limit. Any variance granted by the Sign Code Board of Adjustment shall expire one year after being granted unless a sign permit based upon and incorporating the variance is approved.

§ 10 INTERPRETATION OF SIGN CODE.

For purposes of this sign code, all non-commercial speech shall be deemed to be on premises. Nothing in this sign code shall be construed to regulate the content of the message displayed on any sign. All such lawful signs may display a noncommercial message in addition to, or in lieu of, any other message.

§ 11 SEVERABILITY.

(A) In general. If any part, section, subsection, paragraph, sentence, phrase, clause, term, or word of this article 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 article.

(B) Severability where less speech results. Without diminishing or limiting in any way the declaration of severability set forth above in division (A), or elsewhere in this article, this code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, clause, term, or word of this article 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 article, 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 division (A), or elsewhere in this article, this code or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, phrase, clause, term, or word of this article 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 article, that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under § 5 of this

appendix. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of § 5 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 § 5, thereby ensuring that as many prohibited sign types as may be constitutionally prohibited continue to be prohibited.

(D) Severability of prohibition on billboards. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this article and/or any other code provisions and/or laws are 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 billboards as contained in this appendix and code.

Illustration A

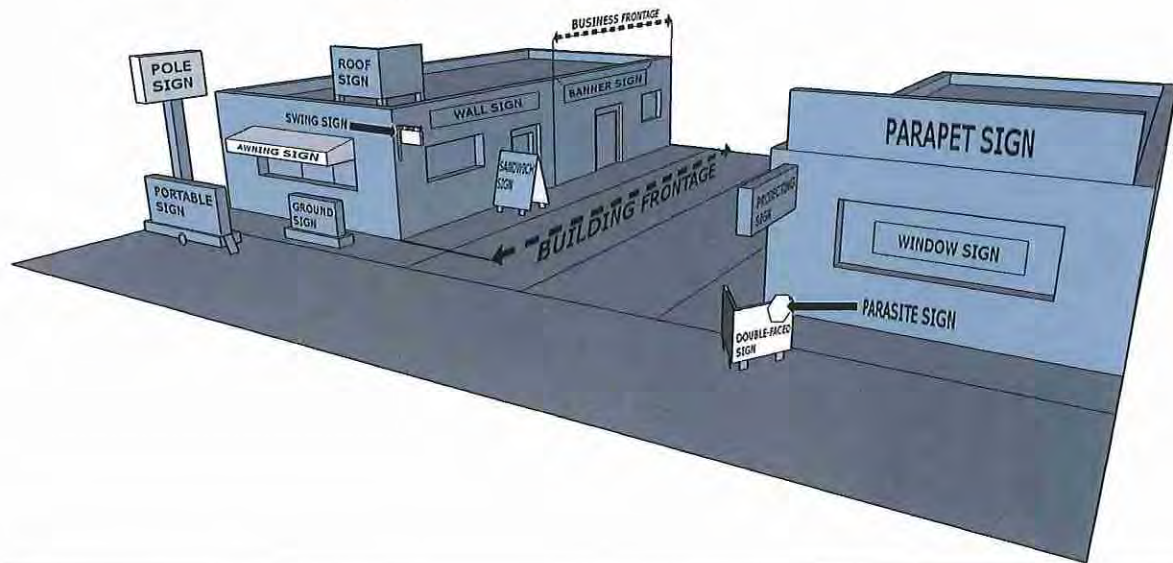
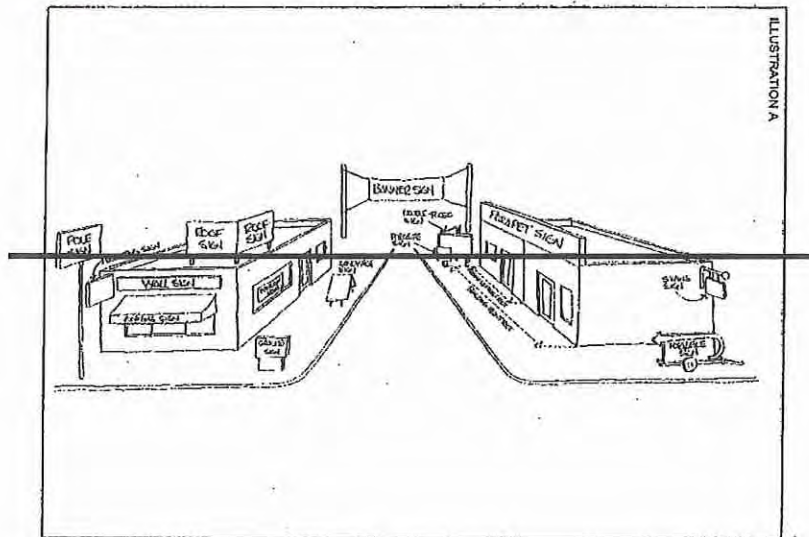


Illustration B

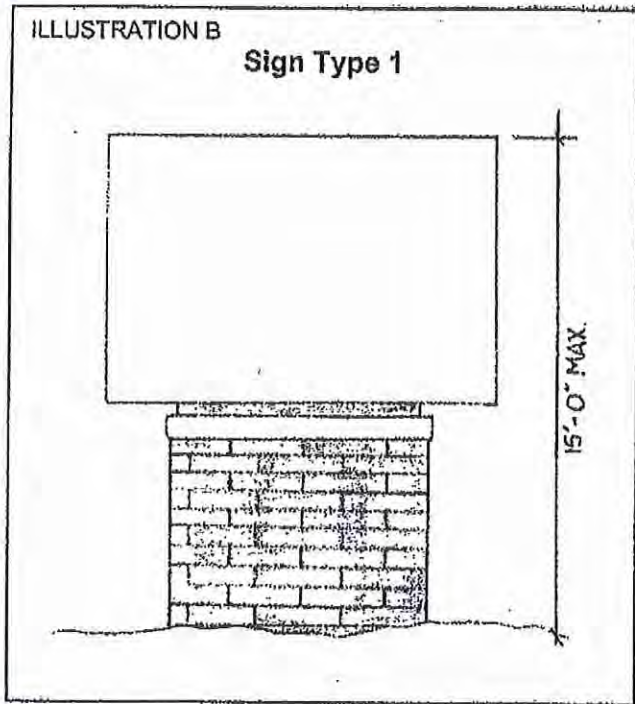


Illustration C

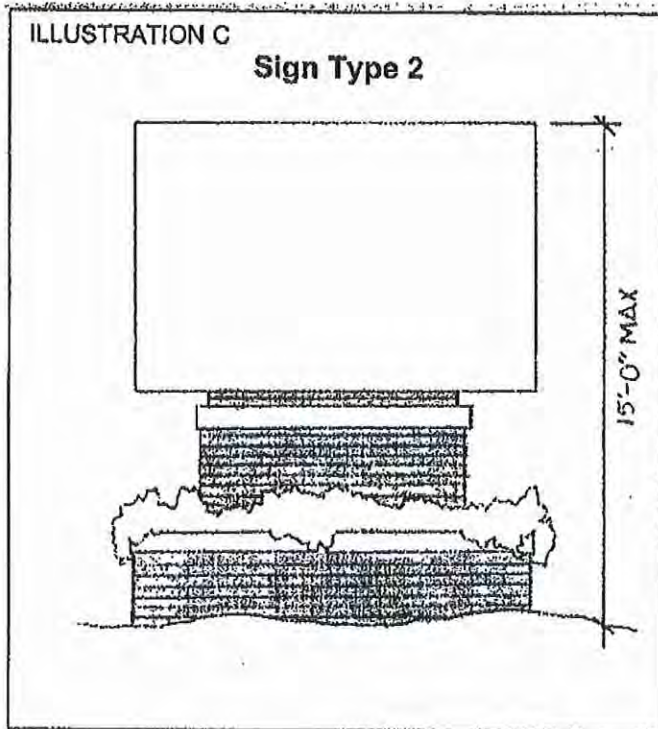


Illustration D

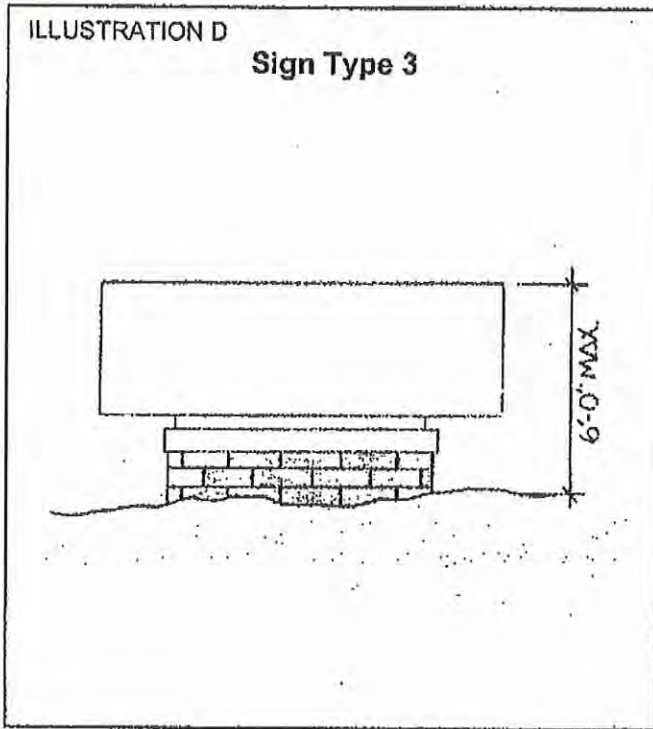


Illustration E

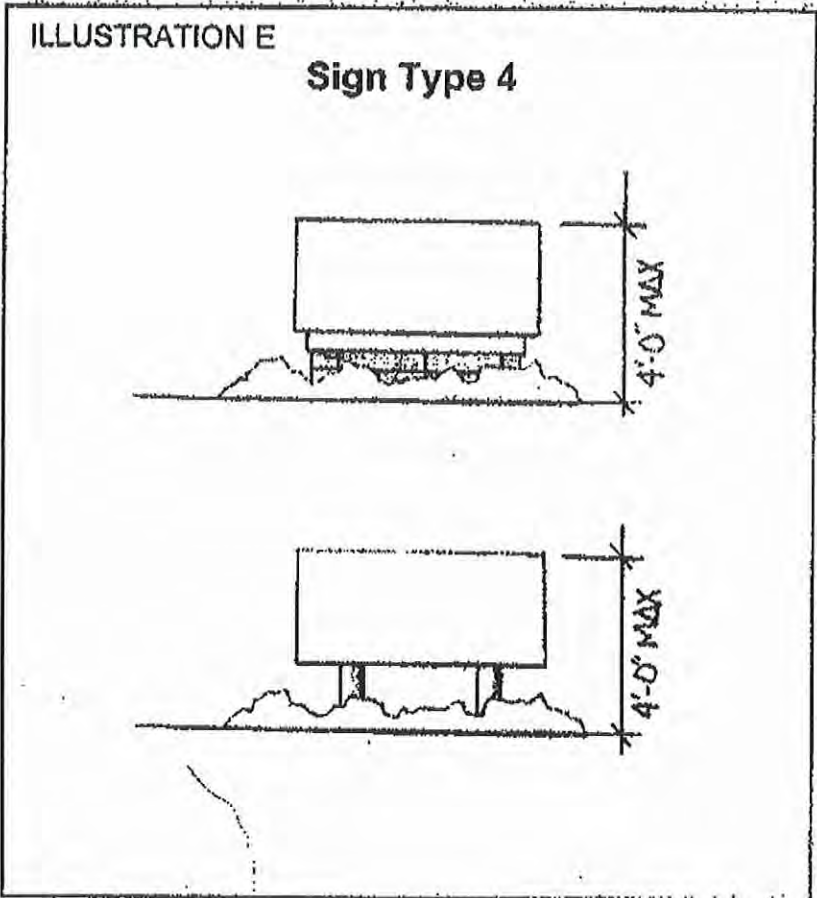


EXHIBIT B

§ 158.01 ESTABLISHMENT.

In addition to, and supplemental to, all land development code requirements heretofore and hereafter established, there is hereby created an overlay zoning classification known as the "Gateway Corridor Overlay Standards Classification." Property within all gateway-corridors listed and described within this chapter shall be subject to all provisions herein. That portion of the Gateway Corridor that is also within the Big Lake Mary Overlay zoning district shall comply with the provisions of § 154.90.

(Ord. 421, passed 3-16-89; Am. Ord. 1282, passed 3-6-08)

§ 158.02 PURPOSE.

The purpose of this chapter is to insure that designated Lake Mary Boulevard Gateway Corridor is developed in a manner which:

- (A) Insures the roadway is developed into a well landscaped, scenic gateway;
- (B) Provides uniform design standards to establish high quality development;
- (C) Prevents visual pollution caused by unplanned and uncoordinated uses, buildings, and structures;
- (D) Maximizes traffic circulation functions from the standpoint of safety, roadway capacity, vehicular and non-vehicular movement;
- (E) Maintains and enhances property values;
- (F) Preserves natural features to the extent practicable; and
- (G) Recognizes and makes allowances for existing uses and buildings.

(Ord. 421, passed 3-16-89)

§ 158.03 DESIGNATED GATEWAY CORRIDORS.

Lake Mary Boulevard from Markham Woods Road to Sanford Avenue shall include all property within 320 feet of the adopted centerline to include intersecting roadways to the same depth. If any part of any parcel abuts the right-of-way line of the designated roadway, the entire parcel shall be subject to this chapter as if the parcel were wholly within the stated corridor width. (See Appendix, Figure A).

(Ord. 421, passed 3-16-89)

§ 158.04 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~**BANNER SIGNS.** Any signs having characters, letters, illustrations, or ornamentations applied to cloth, paper, or fabric of any kind.~~

~~**GROUND SIGNS.** Signs wholly independent of any building for support.~~

LANDSCAPE BUFFER. That area immediately abutting the right-of-way line to which landscaping standards apply.

~~**OFF-PREMISE SIGNS.** Any sign whose copy, logo or other sign graphics do not relate to goods, services or activities offered on the property to which the sign is attached. A billboard is considered to be an **OFF-PREMISE SIGN**.~~

~~**POLE SIGNS.** A sign supported by poles, uprights, or braces, permanently placed on or in the ground and wholly independent of any building for support, either single faced or double faced.~~

~~**PORTABLE SIGNS.** Any sign that is designed to be transported including but not limited to signs:~~

- ~~—(1) With wheels removed;~~
- ~~—(2) With chassis or support constructed without wheels;~~
- ~~—(3) Designed to be transported by trailer or wheels;~~
- ~~—(4) Converted to an A- to T-frame signs;~~
- ~~—(5) Attached temporarily or permanently to the ground, structure, or other signs;~~
- ~~—(6) Mounted on a vehicle for advertising purposes, parked, and visible from the public right-of-way, except signs identifying the related business when the vehicle is being used in the normal day-to-day operations of that business;~~
- ~~—(7) Menu and sandwich boards;~~
- ~~—(8) Searchlight stands; and~~
- ~~—(9) Hot-air or gas-filled balloons, or umbrellas used for advertising.~~

~~**TEMPORARY SIGNS.** Any sign, not including flags, which is not permanently affixed to a building or structure, which is constructed of cloth, canvas, light fabric, cardboard, wallboard, or other light materials, with or without frames. Snipe signs are considered to be **TEMPORARY SIGNS**.~~

~~**WALL SIGNS.** Any sign painted on, or attached to, or erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building and supported by the wall or building and which displays only one advertising surface.~~

UTILITY LINES. Utility lines of all kinds, including, but not limited to, those of franchised utilities, electric power and light, telephone and telegraph, cable television, water, sewer, and gas.

(Ord. 421, passed 3-16-89)

these requirements.

(Ord. 421, passed 3-16-89) Penalty, see § 10.99

1 MINUTES OF THE LAKE MARY PLANNING & ZONING BOARD MEETING held April
2 11, 2017, 6:00 P.M., Lake Mary City Commission Chambers, 100 North Country Club
3 Road, Lake Mary, Florida.

4
5
6 I. Call to Order

7
8 The meeting was called to order by Chairman Robert Hawkins at 6:00 P.M.

9
10 II. Moment of Silence

11
12 III. Pledge of Allegiance

13
14 IV. Roll Call

15		
16	Chairman Robert Hawkins	John Omana, Community Dev. Dir.
17	Vice Chairman Colleen Taylor	Steve Noto, City Planner
18	Member Justin York	Krystal Clem, Senior Planner
19	Alternate Member Scott Threlkeld	Katie Reischmann, City Attorney
20	Member Steven Gillis – Absent	Mary Campbell, Deputy City Clerk
21	Member Thomas Peet – Absent	

22
23 V. Approval of Planning & Zoning Board Minutes – March 28, 2017

24
25 **Colleen Taylor moved to approve the minutes of the Planning & Zoning Board**
26 **meeting of March 28, 2017, seconded by Justin York and motion carried**
27 **unanimously 4 – 0.**

28
29 VI. Citizen Participation: This is an opportunity for anyone to come forward and
30 address this Board on any matter relating to this Board or its actions. This also
31 includes: 1) any item not specifically listed on a previous agenda but discussed
32 at a previous board meeting or 2) any item on tonight's agenda not labeled as a
33 public hearing. Items requiring a public hearing are generally so noted on the
34 agenda and public input will be taken when the item is considered.

35
36 No one came forward at this time and citizen participation was closed.

37
38 VII. P&Z Public Participation Process

39
40 City staff and the applicant, or the agent for the applicant, will make their
41 presentations first, followed by questions from the Planning and Zoning Board
42 members. After the presentations from staff and the applicant, the chairman will
43 open the public hearing portion of the meeting to allow interested parties to
44 speak for or against the item being considered. The public is instructed to keep
45 their presentation factual, not be redundant, and to direct all comments to the
46 Board, not to the applicant or staff. From time to time, it may become necessary

1 for the Chairman to limit the time that speakers may have. If a time limit is to be
2 imposed, it will be announced at the time that the public hearing is opened. If a
3 speaker wishes to be heard for the record but does not have any new information
4 regarding the item being considered, the speaker shall give his/her name and
5 address for the record and state that they agree with the presentation made by a
6 previous speaker, giving the specific name of the person. When the Chairman
7 believes that no additional information is forthcoming, the Chairman shall close
8 the public hearing portion of the meeting.
9

10 VIII. Old Business

11
12 There was no old business to discuss at this time.
13

14 IX. New Business

- 15
16 A. 2017-ZTA-02: A recommendation to the Mayor and City Commission
17 regarding City initiated modifications to City Code Chapters 155 Sign Code,
18 Appendix I and 158 Gateway Corridor Overlay Standards Classification.
19 Applicant: City of Lake Mary (Public Hearing)
20

21 Mr. Omana said we are before the Board primarily because the Supreme Court has
22 ruled on matters related to signage that the City Attorney would elaborate on. With
23 direction and concurrence from the City Commission we were directed to look at the
24 sign code and attempt to address the issues that were brought up during these two
25 cases. One is the Town of Gilbert and the other is Redington Beach.
26

27 Ms. Reischmann said the decision is impacting us in a big way and is causing every city
28 and county in Florida to revise their sign code to make it constitutional. We are not
29 revising it because the court said something in it was possibly a violation of state law or
30 it didn't comport with case law but are talking about constitutionality. Under the Federal
31 Constitution, having an unconstitutional sign code is if you are challenged you can be
32 challenged based on just the way the sign code is written. In other words it's not based
33 on you applied it to me improperly; it's more of a theoretical challenge like your sign
34 code on its face is unconstitutional. I don't have to show anything other than that. I
35 don't have to show that it was applied to me in an improper way.
36

37 Ms. Reischmann said if I do sue you I can get my attorney's fees and that is what
38 happened to the Town of Gilbert which is a town outside of Phoenix. It is a fairly well off
39 town but for whatever reason they did not revise their sign code. They didn't revise it
40 when they went to the Supreme Court and they were very sorry for that because they
41 ended up paying close to a million dollars in attorneys' fees for their decision to fight this
42 all the way. They depended on the fact that the Ninth Circuit Court of Appeals had ruled
43 in their favor and said we think that even though you've got all these categories of signs,
44 your intent is not to discriminate on any particular type of speech. We can see you had
45 a benign intent. The Supreme Court said we don't care about your intent. We are
46 looking at your code and see that you have categorized signs. You have sliced and

1 diced your categories and that's all we need to see and your code is now void. The
2 impact of when your code is void is that you can have those billboard owners come in
3 and throw a permit at you. In that space of time until you can put a new code in place,
4 you don't have anything that says you can't have billboards in your city or whatever else
5 is important to you. You don't anything in the way of sign regulations. There is a
6 possibility that you could have an opening for a rush of permit applications. The lesson
7 here is should Lake Mary get sued, we don't want to be scrambling in the middle of a
8 lawsuit.

9
10 Ms. Reischmann said we were sued for a sign code issue about 20 years ago. We
11 don't want to be scrambling and redoing our sign code with a gun to our head. We want
12 to try to do the best we can to avoid being in that position and avoid all that expense
13 and the possibility of having signs just start popping up (electronic signs, billboards) all
14 over town because we can't deny permits because we don't have a sign code in place.
15 That's why the Commission wanted us to be proactive. Staff has been proactive in
16 trying to grapple with this difficult issue. This case is not an easy case to understand.
17 Even if you say it makes some sense, it really doesn't comport with precedent that the
18 Supreme Court has previously stated such as a precedent saying you can ban off-site
19 signs. That doesn't make sense in light of what this decision said such as saying that
20 you can be stricter on commercial signs than non-commercial signs. That doesn't really
21 make sense in light of what this decision said but we believe that to still be the case
22 because there is no precedent overruled in this case and there is a concurring opinion.
23 Justice Alito wrote and had three judges join him and said "Don't worry cities; this isn't
24 the end of your world". Justice Kagan who was a scholar of government laws, including
25 sign laws, said "Cities, this could be the end of your world". She was concerned we
26 were going to have sign anarchy or all of us be sued continually. Through the process
27 of attending many seminars and working with other cities and being hired as special
28 counsel, she has worked through some ideas. With the help of John (Omana), Steve
29 (Noto) and Krystal (Clem), we have worked through some possibilities.

30
31 Ms. Reischmann said the decision basically said that the town's ordinance was a
32 problem because it had different standards for different types of signs like political,
33 ideological, directional, special events signs and that sort. When we talk about writing
34 land use codes, we talk about wanting to make it as specific as possible to slice and
35 dice and categorize. When we write the sign code now, we have to be more generic.
36 Justice Kagan who is an expert in sign law said "Why, Majority Opinion, are you writing
37 all this stuff. All you have to do is see that this code didn't pass the laugh test". It
38 doesn't pass any kind of test because there wasn't any justification for the kinds of
39 distinctions that they drew in the Town of Gilbert. Remember that they passed at the
40 Ninth Circuit level so it's not like they were complete bobos coming out of nowhere.
41 They felt they had a basis but they should have known they weren't going to make it at
42 the Supreme Court level.

43
44 Ms. Reischmann said when she said they had different standards they had different
45 size, different durational limit, and locational standards for events signs, warning signs,
46 and the court said it doesn't pass the sniff test. Justice Kagan said what if a city wants

1 to require a Caution – Hidden Driveway Ahead. They are not allowed to state that in
2 their sign code so how do they guard people from mishaps with hidden driveways. Do
3 they use speed bumps, lower speed limits, or ban hidden driveways. They are tying our
4 hands. Justice Kagan said our communities find themselves in an unenviable bind
5 repealing exemptions that allow for warning signs and things like this or else lift them all
6 together and resign yourself to clutter.

7
8 Ms. Reischmann said the point she made about challenging the code is that anybody
9 can bring that challenge and get attorney's fees. What you have to guard against is the
10 churches because when you get churches you get non-profit groups. They can get
11 lawyers from various non-profit entities and they will be happy to take the case. You are
12 not so much going to have a business that is willing to take it all the way to the Supreme
13 Court. The key to overcoming the Reed issues is not to require that temporary signage
14 be used for the purpose you would think it should be used for. You say things like you
15 can have a tiny sign by your door and you keep your fingers crossed that people get
16 that is for address. You say you can have a sign by your driveway if you are a
17 restaurant and you hope that people understand that is for menus if you are a drive-
18 thru. That is the kind of thing.

19
20 Ms. Reischmann said the only possible exception is commercial temporary real estate
21 signs. Possibly you could have a category for that only because the Supreme Court
22 has said you have a constitutional right to a real estate sign. She and staff decided not
23 to include that category just to be extra safe.

24
25 Ms. Reischmann said enforcement is what got North Redington Beach in trouble where
26 they had to pay \$35,000 in attorney's fees to a restaurant. They were picking on the
27 restaurant for some extraneous signs, all of which were very innocuous like a picture of
28 flip flops. Just silly things. In this environment you'd better pick your battles. They
29 code enforced this restaurant and the restaurant said fine and then they ran to the
30 courthouse and filed a lawsuit to ask for a declaration that the entire sign code was
31 unconstitutional and the court said yes it is. Now they don't have a sign code. They are
32 appealing that decision and we will see what happens but she didn't think they would do
33 well in this environment.

34
35 Ms. Reischmann said the key is you can't say you can have a grand opening sign for
36 ten days but can have a garage sale sign up for two days. Everything has got to be
37 generic as much as you can be. You want to consider very carefully your exemptions,
38 your exceptions and try to put your temporary sign code regs in one section of your
39 code so if those are unconstitutional have those go away and have the rest of your code
40 stay. It's hard to do if you get challenged. The ideal is one standard for commercial
41 temporary signs and one for non-commercial temporary signs, keeping in mind the fact
42 that you are even distinguishing between commercial and non-commercial is itself a
43 content-based distinguishing but the courts have allowed that. You don't want to give
44 priority to gas stations or movie theaters for having changeable copy. We can't do that
45 anymore. What you have before you in the sign code draft is selection of some options
46 so you can look through these and see what's possible--not to say all of this would

1 survive a challenge but it's probable that it would. These are different ways to handle it.
2 We don't want to have the pressure of a lawsuit. We want to try to get something
3 through now. It's not going to be perfect but is the best we can do. You make a risk
4 analysis, you decide how far you want to go, what you are willing to accept as a risk.
5

6 Ms. Reischmann said the same day as Reed was the decision of Walker which said the
7 State of Texas could reject a confederate flag specialty license plate on the basis that
8 government was speaking in a license plate. When the government speaks, we don't
9 have to worry about the first amendment. We can make our own decisions. What this
10 code in front of you does is take the City signs out of the sign code so the City can put
11 up the signs the City needs to put up and nobody can say how come you're saying
12 Warning and it's this big and over here you're saying Enter and it's this big. We don't
13 have to worry about that. We are trying to take the City out of it and we think we can do
14 so under that decision.
15

16 Ms. Reischmann said in the packet was an opinion. Her suggestion is that it is
17 extremely important to revise some of these revisions that are problematic. Any speech
18 regulation that's targeted at specific subject matter is unconstitutional and you can't win
19 that case.
20

21 Chairman Hawkins said he was confused. It is kind of double speak. It's okay to judge
22 a sign by some kind of content but not by others. If you have an election sign or a For
23 Sale sign, rental sign or lease sign, in order to know what kind of sign that is, you have
24 to read the content therefore you are discriminating against that speaker because you
25 said what kind of a sign it is. You introduced content. Maybe there is an exemption or
26 two but it appears everything Ms. Reischmann has said is related to content. That is
27 how we are severing these different kinds of signs based on content. You have to read
28 the sign to say that's an events sign, that's a commercial real estate sign, that's not a
29 commercial real estate sign, that's a political sign and that's not.
30

31 Ms. Reischmann said some categories are still acceptable. One is commercial versus
32 non-commercial. There is precedent that was not overruled by Reed that allows that.
33 Another is off site versus on site. Basically the rest of them, apart from real estate signs
34 because there is a constitutional right to a real estate sign, need to be generic to the
35 extent that you can be. We in this draft have a statement saying you get bonus signs
36 during an election. We don't say what those signs say. You can put up anything you
37 want during that election period. Presumably you will put up Vote for Joe. You can't
38 have the term election signs in your sign code and get away with it if it provides for a
39 different location, different duration, different size than a garage sale sign.
40

41 Chairman Hawkins said an events sign is content based. We have done a really good
42 job the past ten years of eliminating all the content from signs and judging signs on
43 content.
44

45 Ms. Reischmann said we have. Our code is pretty good and has a lot of that eliminated.
46

1 Chairman Hawkins said now we have swung the pendulum back the other way.

2
3 Ms. Reischmann answered negatively.

4
5 Chairman Hawkins said he respectfully disagreed. He said Ms. Reischmann is telling
6 staff in order to judge a sign based on what it is, they have to read the content. Any
7 sign put in any category, in order for them to judge what kind of a sign it is, they have to
8 read the sign.

9
10 Ms. Reischmann said as a practical matter that is true. You can't tell anything about a
11 sign until you read it. The Supreme Court said if you need to read the sign then you've
12 categorized that sign and your code is unconstitutional. What they have said is
13 basically an impossibility.

14
15 Chairman Hawkins said our sign code doesn't care what the sign says. It can be blank,
16 it can say whatever it wants to. We don't care, we don't judge. We just judge by the
17 size, the placement, how many, and that's the way our sign code is. Now we are
18 introducing reading the sign and putting the content back into it. He understood Ms.
19 Reischmann wanted to categorize them.

20
21 Ms. Reischmann said no we don't. We are taking a good sign code and making it
22 better. We are eliminating some of the subject matter that was in there. She thought
23 Chairman Hawkins was misunderstanding her whole intent. We are taking out some of
24 the words that categorize the signs. There weren't many. One thing we are doing is
25 correcting some things that don't have to do with Reed such as only one sign per
26 parcel. Many courts have said you can't just have one temporary sign per parcel
27 because you need to have more than that when there is an election. Two people living
28 in a house may have different views and not support just one candidate.

29
30 Chairman Hawkins said in the new sign code you are allowing a sign to have multiple
31 event or multiple purpose things to the sign. He has said this before about the sign
32 code that if somebody wants to have two or three candidates put them all on one sign.
33 As long as your candidates are all on one sign, you can have any many opinions and as
34 many candidates as you want as long as that sign is six square feet or 32 square feet or
35 whatever.

36
37 Ms. Reischmann said we still allow that but there are specific precedents saying you
38 can't just say one sign even if you let him have everything in the world on that sign. We
39 had to correct that.

40
41 Mr. Noto said in the packet is Table A which provides a synopsis of the sections that
42 were changed. That table is further broken out on Page 2 of the memo. You have the
43 ordinance that has the strikeout/underline version of the sign code of what we are
44 proposing to do.

1 Mr. Noto said on Table A we made a lot of changes to the purpose and intent of the sign
2 code. We added 26 findings of fact to support the sign code in general and the changes
3 that were made. We added a specific definition for commercial signs. We also added
4 specific definitions for temporary signs and banner signs. That way it was very specific
5 as those signs are discussed further in the code. A number of changes were made to
6 the temporary sign provision based on the precedents and the court cases that were
7 brought to our attention. He showed a table on the overhead. Our limitations or
8 requirements is you have to have a permit. If it is developed property, you can have the
9 sign up for the 90/60/90. If it is undeveloped you could have it up to a year. The size
10 was regulated by the zoning district and you could have one temporary sign per
11 property. The proposed changes are that you would not have a permit but would be
12 required to register the sign. That way we can track it and impose the setback
13 requirements and we have other performance standards that we have outlined in Table
14 2 on Page 24 of the code revisions. He said Krystal would get into that table when he is
15 done with his presentation.

16
17 Mr. Noto said the size of the temporary signs will continue to be regulated by the zoning
18 district and you can have two temporary signs per property. During election season that
19 changes for the reasons the City Attorney outlined and that language is on Page 25 of
20 the code amendment under Section 3, Additional Signs During Elections.

21
22 Mr. Noto said we can no longer say gas stations and movie theaters can have
23 changeable copy signs and nobody else can. Everybody has to have the ability to have
24 a changeable copy sign so we have changed the language to allow them in all districts.

25
26 Chairman Hawkins asked why.

27
28 Ms. Reischmann said there is no requirement that you allow changeable copy signs.
29 It's just that generally you want to allow gas stations to have them. We have tried to
30 provide for them in a way that makes them more aesthetically pleasing. There are other
31 ways to write it. You can write it so it only allows changing of the numbers on a very
32 small part of your sign to gear it towards just gas stations.

33
34 Chairman Hawkins said we are throwing out the baby with the bath water. We geared
35 this whole changeable copy just to gas station signs pretty much. That part he didn't
36 like. When the sign code came before us some ten years ago, he brought that up and
37 everyone ignored it. We got rid of changeable copy signs but we allowed gas stations
38 to keep them. Later on we added churches and homeowners' associations could have
39 changeable copy signs which to him made no sense. Now we are going to allow
40 everybody to have changeable copy signs. The original intent of the sign code
41 historically was to eliminate changeable copy signs period. If you want to put in a
42 caveat that changeable copy signs can only be numerical then fine.

43
44 Ms. Reischmann said this isn't electronic and is manually changeable.

45

1 Chairman Hawkins said in the City of Lake Mary they are all manual. In Seminole
2 County they are all electronic. When you go down Lake Mary Boulevard, the right half
3 of Lake Mary Boulevard is all electronic and the other side is not. He said he was not in
4 favor of opening this up for changeable copy. He knows what it was like before.

5
6 Chairman Hawkins said under the second item on Table A where you added a definition
7 for commercial sign, that whole paragraph is all content based. You have labeled it out
8 and you have discriminated on pretty much everything that you are saying there. That
9 sign discriminates what you can do and what you can't do to make it a commercial sign.
10 He disagreed with eliminating to allow content on a sign and you are discriminating a
11 sign holder or a speaker based on that content whether it is a logo, name or anything.

12
13 Chairman Hawkins said somewhere in the sign code he would like to see a definition of
14 a permit and a definition of a registration. It was said the reason for the registration fee
15 was to make sure the sign was within code and you are keeping track of it that way. A
16 permit is the same thing. You are having a permit to make sure the sign is within all the
17 codes. There are fewer codes that apply to a temporary sign than a permanent sign
18 because you are not dealing with as much structure. He asked why not keep the permit
19 fee the same. You are saying registration just to eliminate the word permit.

20
21 Ms. Reischmann said it is not necessary we have the definition of a commercial sign in
22 there because it is defined in case law, but staff made a good point that it is helpful to
23 have it. The reason we have it is because temporary non-commercial signs don't
24 require any registration. The reason for that is if I'm going to put up "I Hate Whomever",
25 there should be no restriction. I should be able to go out and put my statement on my
26 lawn. That is what the courts have said. There should be no prior restraint on my pure
27 political speech. The same with an election sign. I shouldn't have to get anybody's
28 okay on that. John is not going to decide if he likes your sign or not, he is just going to
29 register it so he knows what's happening. We still can't have even that for pure political
30 speech which is the highest form that we consider essential. That's why we have that
31 distinction.

32
33 Ms. Reischmann said in response to the question of why we are saying registration on
34 temporary commercial and not permit and why don't we just call it a permit. We can do
35 that. None of this is gospel. This is something we discussed and worked out. The
36 reason for it is because if we're talking about temporary signs, we were hoping not to
37 put too fine a point on the commercial/non-commercial distinction. We were hoping to
38 make it less formal so that the only reason we want to keep track of your temporary
39 signs is to make sure you are durationally correct and not to make it this big a deal if
40 you are temporary/commercial and nothing if you are temporary/non-commercial.
41 There is not a huge intellectual basis for this. This commercial/non-commercial
42 distinction flies in the face of the "need to read" standard. The court said if you need to
43 read the sign to know whether it is lawful or not then your sign code is problematic.
44 Even though they have approved the commercial/non-commercial distinction, we are
45 trying not to put it out there in a dramatic way but to keep it as light as we can if that
46 makes any sense.

1
2 Chairman Hawkins said it does but why he brought it up is you have this paragraph of
3 everything it can or can't be.

4
5 Ms. Reischmann said we can take that out. That's an option.

6
7 Chairman Hawkins said he understood why they would want that but we have swung
8 the pendulum the other way to where we are judging a sign on its content. He thought
9 permits and permit fees ought to be commensurate with the amount of time that code
10 enforcement or Planning & Zoning staff should do. There is only one time with a permit
11 required for a temporary sign. Now no permit is required but we're having a registration
12 fee that is only \$4.00. If it were him and he were the city he would want to get paid a lot
13 more for keeping track of all these signs because now we are doubling the amount of
14 signs. Calling it a registration fee isn't based on legal precedent. It is just staff
15 changing the nomenclature.

16
17 Ms. Reischmann said it is something some cities are doing and it's not just us.

18
19 Mr. Noto said during one of the iterations of the sign code we tore it to shreds and put it
20 back together. We had a very detailed discussion about hypothetical scenarios. If so
21 and so comes to the counter and asks for this then what is our response. We tried to
22 get as ridiculous as we could to put ourselves in a position of if that one person shows
23 up and wants to put something on a sign that is really clever somewhere between
24 political and commercial and how can we respond to him. Having that definition we can
25 say if you've hit on any of this then you are commercial. If they want so and so for
26 president then that is political and they are ready to go.

27
28 Ms. Reischmann said we say no signs in the right-of-way but we cannot ban non-
29 commercial signs from the right-of-way. We have to let people say "City of Lake Mary is
30 the Pits" and walk up and down the sidewalk. That is required. It is a public forum and
31 they are entitled to do that. We have to be able to say are you saying "City of Lake
32 Mary is the Pits and Come Eat Subs at Subway" and how much of that is with the intent
33 to make a profit and how much are you trying to make a political statement. It has
34 always been an important category whether we put the definition in the sign code or not.
35 It has been something the code enforcement people have to be aware of in so many
36 areas.

37
38 Chairman Hawkins said Ms. Reischmann has to defend the City on these kinds of
39 things and respected her opinion about having to put all these distinctions but just so
40 she knows she is putting content back in the sign code.

41
42 Ms. Reischmann said it is there whether we put it in writing or not. We still have to
43 make that distinction.

44
45 Mr. Noto said Krystal will cover Table B which is Table 2 on Page 24 of the code.

1 Ms. Clem said Steve covered some of the changes we proposed for the sign code. She
2 said she would take a look at Table 2 on Page 24 and step through what these changes
3 would look like for temporary signs. The table has three columns. The first column is
4 looking at the requirements for temporary signs. The second column is looking at the
5 restrictions or requirements for temporary signs in primarily residential properties. The
6 last column is requirements for temporary signs for properties with primarily commercial
7 uses.

8
9 Ms. Clem said the maximum number of temporary signs per premises is the same for
10 both residential and commercial and that is two. The maximum sign area for temporary
11 signs for residential is six square feet and for commercial is 64 square feet. The
12 maximum height in residential is five feet and for commercial is ten feet. We start to
13 look at the minimum setback required to be maintained for temporary ground sign from
14 any property line and it is the same five feet for both residential and commercial
15 properties. The minimum setback from side yard is the same for residential and
16 commercial and that is ten feet each. The minimum sign setback required to be
17 maintained by temporary ground sign from the edge of any paved street or road of the
18 right-of-way is the same for both residential and commercial and that is five feet. The
19 minimum spacing required to be maintained by temporary ground sign from any
20 temporary ground sign is ten feet for residential and 30 feet for commercial. The
21 maximum aggregate surface area allocated for all temporary signs on a premise is 12
22 square feet for residential and 128 square feet for commercial. Whether a temporary
23 sign is allowed on public property or public right-of-way, it's not allowed for both
24 residential and commercial. Similarly is it allowed to be in the sight visibility triangle, it's
25 not allowed for both residential and commercial. Similarly for the direct illumination of
26 surface for temporary signs it is not allowed for residential or commercial. In terms of
27 duration after the event ends they both have the same requirement of seven calendar
28 days.

29
30 Ms. Clem said Table B is right after the staff report and is showing what is currently in
31 the sign code and the proposed. For the zoning district of professional office, currently
32 you are allowed to have one sign and for proposed are allowed to have two signs. For
33 the max sign area for professional office, currently it is 32 square feet and the proposed
34 is 64 square feet. For the number of signs allowed in primarily commercial, currently it
35 is one sign and the proposed is two signs. For the max sign area for those areas with
36 primarily commercial use, it is the same 64 square feet from existing to proposed. For
37 the number signs for primarily residential use, there wasn't an existing number and the
38 proposed is two. For the max size area for residential, existing and proposed is the
39 same six square feet. For the number of signs for primarily residential uses that have a
40 non-residential future land use, there was no designation and the new proposed number
41 would be two. For the max sign area for the same category, it's currently 32 square feet
42 and the proposed would be 64 square feet.

43
44 Chairman Hawkins asked why staff felt the need to increase the maximum sign area in
45 PO, residential PUD, and non-residential FLU from 32 square feet to 64 square feet.
46

1 Ms. Clem said the line of thought is to try and make it as generic and consistent as
2 possible and not be put in a position of explaining commercial uses is 64 square feet
3 and why is professional office 32 square feet. We have to have something to stand on
4 to justify that.

5
6 Chairman Hawkins said increasing the number of signs doesn't mean we need to
7 increase the square footage of signs. He suggested keeping them all at 32 square feet.
8 If somebody wants two 16 square foot signs then so be it. He didn't follow the
9 reasoning. Just because we need to change the amount of signs to keep the justices
10 happy, the justices don't tell us how big the signs have to be. To eliminate some of the
11 clutter that we have encountered by having to increase the number of signs, let's keep
12 the square footage the same.

13
14 Ms. Reischmann said that can be done but if you look at what the commentators are
15 saying and trying to deal with the Reed case is try to use spacing as much as possible
16 to eliminate clutter and maybe be more liberal in your amount of signage but effectively
17 create a situation where on the smaller lots they would have a harder time fitting big
18 signs because of spacing. We have a height maximum and there is this 30-foot spacing
19 between signs and various setback requirements. It is a possibility to reduce that
20 number.

21
22 Mr. Noto said the thought process on the 32/64 is that the most common square footage
23 for temp signs in commercial districts is 64. As it stands today, C-1, C-2, M-1A and M-
24 2A are 64 and we were just adding PO to that. We are open to modifying the number.

25
26 Mr. Omana said some of the conditional uses that were allotted in the PO district could
27 be permitted uses in the more intensive C-1 and C-2 districts. If somebody came in and
28 said he has the same use but that guy has C-1 and has 64 and asks why he is stuck on
29 32. We are trying to even the playing field. He asked Chairman Hawkins if he wanted
30 to go the lower limit.

31
32 Chairman Hawkins answered affirmatively. You are doubling the clutter. In C-1 you're
33 keeping it the same. We are doubling the amount of signs in the whole city. Let's keep
34 the square footage constant. We have 128 square feet for A-1, PO, C-1.

35
36 Chairman Hawkins said in Table 2, fourth category, Minimum Setback Required from
37 any Front Property Line. He asked if the property line can include right-of-way.

38
39 Mr. Omana said the property line is where it meets the right-of-way.

40
41 Chairman Hawkins said people don't own property where there is a right-of-way. The
42 city or county owns all rights-of-way.

43
44 Ms. Reischmann said if it is platted street, the platted right-of-way is an easement in
45 favor of the public and the people actually own all the way to the middle of the street.
46 That's why we have the two categories of distance from front property line or distance

1 from the edge of the paved street, road or right-of-way to try to deal with that dichotomy.
2 Most people don't think of their property line going to the middle of the street. You kind
3 of cover it both ways there.

4
5 Chairman Hawkins said the next category where we have spacing between signs of ten
6 feet or 30 feet, he asked if that was spacing within that parcel.

7
8 Ms. Reischmann answered affirmatively.

9
10 Chairman Hawkins said somebody could have a sign on one property line and the
11 property next to him can have a sign on that property line so you would have two signs
12 together.

13
14 Ms. Reischmann said there is a setback from the property line but it is measured within
15 one parcel.

16
17 Chairman Hawkins said as we go forward, in the proposed code there is no definition for
18 event. He said he would like to see a very clear and specific definition of event
19 including those events which are not events and those events which are events. In
20 other words a lot of examples. Like you have done elsewhere you've given a lot of
21 examples on what a commercial sign can be. He wanted the same kind of language for
22 events. You completely eliminated event other than to call it event.

23
24 Ms. Reischmann said it is a very uncomfortable use of that term. It is a wish and a
25 prayer that the court would not consider that to be a content based distinction and that
26 the duration would be only until after the event ends. Event is such a broad range of
27 things. We can attempt to define it but it will be the garage sale, the election.

28
29 Chairman Hawkins said he definitely thought they should make an attempt.

30
31 Ms. Reischmann said it is intended to be a hidden aspect to this.

32
33 Chairman Hawkins asked who judges the event.

34
35 Ms. Reischmann said it has to be a determination of staff. For a lot of this we are
36 hogtied in a way. The court's recent decisions has said they didn't like the use of the
37 word event. We are stuck with that because we have to be generic and we want to
38 have a duration limitation and we can't say when the garage sale is over. She said she
39 knew this wasn't a satisfactory answer to Chairman Hawkins' question and we could
40 come up with a definition but thought it might highlight the fact that this is a content
41 based duration limitation.

42
43 Chairman Hawkins said he still had the opinion there ought to be a definition for event
44 whether you want to make it specific or broad. His preference would be to make it
45 specific just like we've done for commercial signs.

1 Chairman Hawkins said here is the real problem with commercial real estate signs in
2 the City of Lake Mary and probably everywhere. A shopping center, apartment
3 complex, office building always has a space for lease. When my lease is up, I haven't
4 signed a renewal so therefore my space is for lease. Therefore, every For Lease sign in
5 the City will become a permanent sign. He wanted to find a way around this.

6
7 Ms. Reischmann said she didn't know if they had code enforced For Sale signs or For
8 Lease signs to a great extent as it is. It is problematic. If someone has a space for
9 lease we would be hard pressed to say they couldn't put up a For Lease sign. The
10 courts have been very adamant on this point that you have a constitutional right to put
11 your real estate sign up.

12
13 Chairman Hawkins said and you don't want to create a separate category for real estate
14 signs and therefore all other signs could be judged differently.

15
16 Ms. Reischmann said she thought that was possible. Amongst ourselves we thought
17 that it was not necessary. Under that real estate category if you create it, you can't say
18 that it must be taken down at a certain time whether the property is still for sale or lease.
19 That is the problem and is the root of Chairman Hawkins' concern. Just because we
20 have a real estate category still doesn't give us that ability.

21
22 Chairman Hawkins said his thinking was if we had a real estate category that we could
23 limit the size of the real estate sign.

24
25 Ms. Reischmann said you couldn't make it a different size than your other signs.

26
27 Chairman Hawkins said if we are going to have two 4X8 signs on a property and one of
28 them is going to be permanent and then we have a ground sign that's even bigger and
29 then we have another ground sign, that is why he is for making all signs 32 square feet
30 or less. In the whole city make them 32 square feet or less. That is your aggregate and
31 is all you get. If we are going to have a bunch and we already have a bunch of real
32 estate For Lease signs, let's at least have them small. He asked the board members if
33 they agreed or disagreed.

34
35 Vice Chairman Taylor said she wasn't sure because she had questions. When we
36 previously did signs a long time ago, we had a joint working session with the City
37 Commission and Planning & Zoning to hash out issues. She said she had so many
38 issues tonight. She didn't know if there were time constraints because she didn't want
39 to feel time constrained on something as important. She asked if that had been thought
40 about.

41
42 Mr. Omana said we have our marching orders. The Commission was briefed by the
43 City Attorney and City Manager. This is a tough situation.

1 Chairman Hawkins said he was with Colleen. He read through this three times and had
2 all these questions. He thought it would be a great idea to table this and have a
3 workshop.

4
5 Ms. Reischmann said she didn't think what was before the Board is anything that is
6 going to be permanent. We are going to get new decisions out. We are trying to
7 address some content based things we had to deal with in this code. We are not proud
8 of this such that it's not ever going to be amended.

9
10 Mr. Omana said he would like to share some of the philosophy and some of the
11 concerns and layman stuff we had to deal with. Maybe that will shed some light on the
12 issues. When Ms. Reischmann brought this to our attention and we sat down with the
13 City Manager and staff, he went back and had to read this 17 times to try to get it
14 straight on his radar screen. What concerned him the most about the Reed case is the
15 nine justices were big on the characterizations of signs. We had to take out HOA signs,
16 we had to delete church signs, and we had to delete gas station signs. For ten years
17 we have been doing it this way and now the court says to be careful. If you start
18 characterizing and using separate standards for separate characterizations, that will get
19 you in trouble. That was concerning.

20
21 Mr. Omana said the second issue that had him up at night was if you need to read it
22 then you are going to be found unconstitutional. He put himself in the shoes of the folks
23 who handle the counter and does he want to be in the business of determining at the
24 counter whether you are commercial or non-commercial. He looked at other codes
25 being put together and some codes had three signs commercial, five signs non-
26 commercial. Joe Smith comes to the counter and says he wants to get a permit or
27 registration for a sign that says "We Serve the Greatest Pizza on Earth. Come Visit Us".
28 He questioned if that was commercial or non-commercial. He didn't want to be put in
29 that position because if he makes the wrong call these guys can take us to court. We
30 don't want to be in the business of making that determination. We have references to
31 commercial for purposes of a reference point. At the end of the day his opinion is let's
32 stay away from this commercial/non-commercial determination.

33
34 Mr. Omana said the third issue is when we looked at some of these codes on temporary
35 signs, in our existing code we allow one per premise subject to all the requirements. He
36 saw codes that were jumping to ten then splitting it up between commercial and non-
37 commercial. We sat down with Katie and staff and asked the minimum the courts will
38 allow and keep us in a safe position and the answer was two. We went from one to two
39 and that makes him feel a lot better than going from one to ten.

40
41 Ms. Reischmann said she didn't think there was any number that was a magic number.
42 Between the two there and the fact that we get the bonus during the election, we are
43 hoping that is sufficient. You have to have the ability to put up a real estate sign, you
44 have to have enough to put up a political statement sign, and to put up your election
45 signs.

1 Mr. Omana said with those being the areas of concern, the other area of concern is if
2 Joe Smith comes in and we denied him for whatever reason, in looking at some of these
3 protocols and procedures you don't have to go to the Supreme Court anymore. In the
4 case of North Redington, they went to the Middle District of Florida in Tampa. What
5 caught his attention is the Redington case used as its precedent the Gilbert case. What
6 is to prevent somebody from suing us and taking us to the cleaners. More importantly,
7 the issue of if they find our sign code unconstitutional and they void it, we are going to
8 have billboards, people with the arrows and wheels on and flashing. We will have no
9 code and will be a free for all.

10
11 Mr. Omana said this is a very difficult issue. Try to understand what these folks at the
12 Supreme Court and the lower federal level have to say and all these precedents
13 involved, this is a tall order. We have some legal issues hitting us in the face. We start
14 tightening our belts and move forward.

15
16 Chairman Hawkins said it seems like for ten years we had such a good non-content
17 based sign code. He hated to tear it apart. He didn't like increasing the square footage
18 of signs. When John first called to talk to him about his, he was thinking we would take
19 our perfectly good sign code and justice-proof it. What he sees is we have torn it all
20 apart and put it back together. There is some of the original sign code but was looking
21 for what we had and improve upon it to make it justice-proof. That is what he was
22 anticipating. It would be helpful to meet with the City Commission and have a
23 workshop. They are the ones who have to defend this. Katie has to be the one to
24 defend this but the City Commission votes on it. We are just a recommending body.

25
26 Vice Chairman Taylor said getting this right and having marching orders aren't
27 necessarily the same thing. She understood what you are saying and that is what we
28 want. We are volunteering our time for free towards that end. She looks at this and has
29 some real concerns from that perspective. She said she didn't want to talk about them
30 because there is notice and a record being built for people to come back and say this
31 was a concern. When you do it in this kind of setting it is overlooked then you move on
32 to City Commission there is this record going on. She felt she would be malfeasant in
33 her responsibility if she didn't bring it up. She had some legal concerns with this and
34 would prefer to do it at a workshop so we could hash it out.

35
36 Ms. Reischmann said it is building a record either way. She pointed out that this looks
37 worse than it is. A lot of what is crossed through is simply moved.

38
39 Vice Chairman Taylor said she gets what the City Attorney is saying and totally gets the
40 Supreme Court. A 12 – 0 is rare and it has to be taken with the utmost seriousness.

41
42 Vice Chairman Taylor said when you decided to have this commercial/non-commercial
43 and said we are not going to deal with the commercial/non-commercial, but you are.

44
45 Ms. Reischmann said we have to.

1 Vice Chairman Taylor said it is a half measure and is where it became confusing. She
2 understood they are saying they don't want to be in a commercial/non-commercial
3 business but are specifically addressing things in here commercial/non-commercial.
4 The half measure leads to confusion and confusion leads to litigation.

5
6 Ms. Reischmann said when you say half measure are you talking about the permit
7 versus the registration.

8
9 Vice Chairman Taylor said in part. You say we don't want to deal with signs being
10 commercial/non-commercial.

11
12 Ms. Reischmann said she felt we have to. There is no option.

13
14 Vice Chairman Taylor said the problem is you have a specific definition called non-
15 commercial signs.

16
17 Ms. Reischmann said we can eliminate the definitions but can't eliminate the fact that
18 we have to make that distinction all the time.

19
20 Mr. Noto said what was just said triggered a memory and thought it would help the
21 commercial/non-commercial discussion. We had the same questions and were trying to
22 figure out how to figure this out. The one comment Katie made that stuck out was right
23 now we allow for one temporary sign and we are proposing two. If someone put up two
24 signs that don't say anything political that's a problem. We have to allow that non-
25 commercial option so people will have that protected political speech.

26
27 Vice Chairman Taylor said the nitty-gritty of what we are talking about is what she is
28 struggling with. If we go to what a temporary sign is defined as on Page 7, a sign
29 displayed before, during or after an event or occurrence, scheduled at a specific time. A
30 flag is deemed a temporary sign. Here it doesn't talk about commercial or non-
31 commercial. This could be commercial or non-commercial. A temporary sign in my
32 yard could be a flag, ADT sign, a sign that says Fair Tax, Stop Abortion or whatever I
33 want. Those things don't meet the definition because they are not related to an event.
34 Her concern is how a temporary sign is defined. It addresses one thing but it doesn't
35 address the vast majority of the type you're talking in non-commercial.

36
37 Ms. Reischmann said it doesn't address the free expression sign.

38
39 Chairman Hawkins said those have to be taken down in 30 days.

40
41 Ms. Reischmann said the free expression sign can stay up all year. That is the one
42 exception to that definition. She thought they could take out before, during or after an
43 event or occurrence scheduled at a specific time or place. That is not pertinent to the
44 free expression sign.

1 Vice Chairman Taylor said that helps with the temporary sign. The problem is then we
2 are addressing commercial and non-commercial signs because on Page 6 you have a
3 specific definition for non-commercial signs. Any sign that is not commercial which is
4 not an advertisement for a specific product or service or the speaker does not have an
5 economic motivation. She asked in her yard would it be a non-commercial sign or a
6 temporary sign.

7
8 Ms. Reischmann said temporary/non-commercial.

9
10 Vice Chairman Taylor said she thought it needed to be called a temporary/non-
11 commercial sign or just get rid of commercial. You are saying you don't want these
12 things here but you have two definitions that are two very different things. She didn't
13 know what her sign falls under. Say she wants to put up an Anti-Abortion sign but her
14 husband wants to put up a Pro Abortion sign in our yard.

15
16 Ms. Reischmann said temporary doesn't necessarily mean tied to an event. It just
17 means it is the type of sign. If it is flimsy it is not a permanent sign. We talked about
18 adding that into the definition of temporary.

19
20 Vice Chairman Taylor said you call it temporary but just said it doesn't ever have to be
21 removed.

22
23 Ms. Reischmann said that's right.

24
25 Vice Chairman Taylor said she was struggling with that. I have a sign and you are
26 calling it a temporary sign under the statute but I don't ever have to remove it.

27
28 Ms. Reischmann said that is the problem with not being able to do categories. We used
29 to be able to see free expression sign and that was allowed year round. Now we can't
30 do that. We don't want to say that a sign that is flimsy you throw together yourself is a
31 permanent sign. We want it to be categorized as temporary because it is not on a
32 monument, is not embedded in concrete, and those sorts of things. Vice Chairman
33 Taylor makes a perfect point as to why this is a difficult decision to deal with because
34 we can no longer have free expression as a category.

35
36 Vice Chairman Taylor said she was cautious of calling it a temporary sign when by
37 definition there is no temporal aspect.

38
39 Ms. Reischmann said other than the type of material it is made of.

40
41 Vice Chairman Taylor asked if it was possible to say we restrict signs based on material
42 based on location so there can be no permanent fixture in the residential areas. She
43 asked if they could address it by permanency.

44

1 Ms. Reischmann said not just that because you've got real estate signs that are more
2 substantial and yet those are also temporary as opposed to Stop the War that you just
3 put up yourself.

4
5 Chairman Hawkins thought he saw that non-commercial temporary signs had a 30-day
6 limit.

7
8 Mr. Noto said the 30-day limit was for events. For political signs there was a 90-day
9 limit prior to and seven days after.

10
11 Vice Chairman Taylor said it says if a temporary sign does not pertain to an event, the
12 temporary sign shall be removed within or no later than 30 days after being erected.

13
14 Chairman Hawkins said a non-commercial temporary sign has to be removed within 30
15 days after being erected.

16
17 Ms. Reischmann said that is actually a compromise because the problem is you have to
18 allow a free expression sign. If it doesn't pertain to an event, 30 days after being
19 erected. We are not going to be able to code enforce against someone who puts up
20 Stop the War. We can't tell them to pull that up in 30 days.

21
22 Vice Chairman Taylor questioned if we should have that in there.

23
24 Ms. Reischmann said the reason for that is if someone wants to put up Sale on Hot
25 Dogs and they say they are having this sale all year or having this sale for the next 20
26 years, how do we ever get them to take that down.

27
28 Vice Chairman Taylor said by virtue of saying that you are saying we're putting it in the
29 code but are not going to code enforce it. By virtue of the statements here we have
30 already selected one content over another.

31
32 Ms. Reischmann said we have because we always select non-commercial over
33 commercial so any sign a business has can be converted to a non-commercial sign.
34 We have to make some of these distinctions that are uncomfortable because we cannot
35 tell someone to take a Stop the War sign out of their yard. We just can't. There is no
36 way to do it. We can eliminate this sentence but it is going to cause us problems with
37 the temporary commercial signs. That is what the Supreme Court was saying. You are
38 creating sign anarchy. We don't have a choice and that is the problem.

39
40 Vice Chairman Taylor said if a neighbor comes and says the code says it's got to be
41 removed in 30 days because I'm anti-abortion and doesn't want to look at a pro-abortion
42 sign and I want that taken down.

43
44 Ms. Reischmann said we can say take it down for a day and then put it back up just like
45 with the hot dog sale. That's the problem but here is the thing with temporary
46 commercial signs. You're only allowed a maximum duration of display of a 30-day

1 period per calendar year. We have in Footnote 3 on Page 24 some durational limitation
2 on temporary/commercial that we don't apply for non-commercial. Conceivably you can
3 take your Stop the War sign out of your yard for a day and then put it back in.
4

5 Vice Chairman Taylor said which is why she would like to see temporary/commercial
6 and temporary/non-commercial. Since it is parceled out within the body with those
7 different annotations, for clarity she thought it would be better to see it specifically put in
8 the definitions.
9

10 Ms. Reischmann asked Vice Chairman Taylor how she would define
11 temporary/commercial and temporary/non-commercial.
12

13 Vice Chairman Taylor said we have a definition of non-commercial signs in there
14 already. Any sign that is commercial is an advertisement for a specific product or
15 service where the speaker does have an economic or occupational motivation. She
16 said she preferred occupational as opposed to economic because if she puts Fair Tax in
17 her yard, that could be an economic motivation because she doesn't like paying taxes.
18

19 Ms. Reischmann said the courts have never struggled with determining what's
20 commercial and non-commercial. She was telling staff she really doesn't think that is a
21 very difficult distinction to make in reality. She said if she understood Vice Chairman
22 Taylor correctly, she wanted to add the word temporary in front of the definition of
23 commercial and temporary in front of the definition of non-commercial.
24

25 Vice Chairman Taylor said right. If we had temporary/commercial and explained what
26 temporary/commercial could do and what temporary/non-commercial could do would go
27 a long way to providing clarity for code enforcement, for citizens, for staff.
28

29 Vice Chairman Taylor said we have a flag as a temporary sign and a flag is speech and
30 a flag is content then you have a bunch of other ways that flags are treated. If a flag is
31 a temporary sign does that count against commercial businesses' other signs that they
32 are allowed to have. She asked if the flag had to go up and down at 30 days and come
33 down for 90 days.
34

35 Ms. Reischmann said it is non-commercial unless it is advertising the business.
36

37 Vice Chairman Taylor said so a flag would be a non-commercial temporary sign and
38 thought it would be beneficial if it was under that definition of non-commercial temporary
39 sign.
40

41 Ms. Reischmann said you would have to get into what kind of flag it is. You would have
42 to say if it's this type of flag it's non-commercial and if it's that type of flag it is
43 commercial. That would be getting into content based.
44

1 Vice Chairman Taylor said from a political standpoint this is what she sees. Free
2 speech and free expression signs and flags being temporary signs that require a
3 registration.
4
5 Ms. Reischmann said non-commercial does not require a registration.
6
7 Vice Chairman Taylor said under Temporary Signs in the front it says requires a \$4.00
8 registration fee.
9
10 Ms. Reischmann said that is commercial/temporary.
11
12 Vice Chairman Taylor thought separating the temporary/commercial and
13 temporary/non-commercial would be beneficial. It says temporary flags can't be
14 illuminated, flags that are flown 24 hours have to be illuminated by federal statute and
15 things like that. You would very clearly be able to state that non-commercial temporary
16 signs do not need a registration.
17
18 Ms. Reischmann said we state that in two places.
19
20 Ms. Reischmann clarified that Vice Chairman Taylor is asking us to change the
21 definition of commercial and non-commercial for non-commercial to be more like
22 commercial so it is more detailed.
23
24 Vice Chairman Taylor said there are specific parameters for temporary commercial
25 signs and temporary non-commercial signs. Define temporary commercial sign and
26 what's required, how long it can be up, when it has to come down, there's a registration
27 specifically for that and then non-commercial temporary sign.
28
29 Ms. Reischmann said the reason why it is written the way it is written is because we are
30 trying not to draw attention that we are making these distinctions to the extent that we
31 can. She agreed it is confusing when we are trying to deal with commercial and we
32 make these statements that you have to take it down in 30 days. This is a risk
33 continuum and where we want to land on that is up to the boards.
34
35 Vice Chairman Taylor said her comments were only because it confused her.
36
37 Ms. Reischmann said it is extremely valuable to get this kind of input. This is not a
38 document that has ever been seen before. It is one of a kind and we have tossed it
39 back and forth. She reiterated that we are not making that many changes. A lot of this
40 is just getting rearranged.
41
42 Vice Chairman Taylor said it would be that and taking the event qualifier out of
43 temporary signs or adding them to the type of temporary sign.
44
45 Ms. Reischmann said that was a great suggestion.
46

1 Member York said his biggest concern was the definition of temporary signs because a
2 flag is a temporary sign but there is a cradle for the flag if you have a flag in your front
3 yard. He asked if the fixture holding the flag was considered part of the temporary sign.
4 If you are tying a temporary sign to an event can I only put my flag up for the Fourth of
5 July or Veterans Day. He asked if that covered something like an American flag. It was
6 said that was expression speech and it's not covered but was unclear to him.

7
8 Ms. Reischmann said she was wondering if we can't take that provision that says you
9 have to take it down in 30 days and just say it relates to commercial signs only if a
10 temporary commercial sign does not pertain to an event. We might be able to provide
11 that proviso. On Page 25, 4.a., Duration for Display, she thought they might be able to
12 relate that only to commercial signs. If a temporary commercial sign pertains to an
13 event then it has to be seven days. If a temporary commercial sign doesn't then it is 30
14 days so we allay your fears that you have to pull your flag down.

15
16 Member York said what is frustrating about the ruling is if you are trying to make any
17 meaningful distinction between commercial and non-commercial which you need to
18 regulate signs in the City, you run afoul of potentially making a content based
19 distinction. This is a terrible place for us to be in. We will try to land in the best place
20 possible along that risk spectrum. He commended them for what they put together. He
21 understood why we are doing what we are doing based on the ruling. He had another
22 thought in regard to the purpose statement in the code and thought it was a good idea
23 to add those findings of fact to strengthen it and anchor it. He asked if there was any
24 data we have to incorporate to say this is another reason we have the code the way we
25 have the code to show the deleterious effects of over signage based on some economic
26 data that is published somewhere. He said he didn't know if that was considered.

27
28 Ms. Reischmann said absolutely. We can add more whereas clauses but thought we
29 had some whereas clauses in the past that have made some good findings about the
30 effect of lack of sign regulation on aesthetics, traffic safety and so forth. She said
31 Member York made a good point about the more findings you can have to explain the
32 necessity of sign regulation. The other thing we have going for us in Florida is our state
33 law requires us to have a sign code. We have added that to make clear we are different
34 than some other states.

35
36 Member York said Colleen covered a great deal of his questions and thought there
37 were a lot of great comments and suggestions that came out of that. It was said what if
38 you had a person trying to be a jerk and find a way to test our code. What if you have a
39 situation where I have in my front yard Sale for Hot Dogs Every Friday. It is a temporary
40 sign but it occurs based on a weekly event. He asked if that temporary sign would
41 become a permanent sign and is that something we can address and head off.

42
43 Ms. Reischmann said it is an off-site sign because other than a home occupation
44 business that can't have any indication that you are actually conducting it on site. It
45 would be an off-site sign if you are selling the hotdogs elsewhere which you have to
46 under our code. You can't sell them at your house.

1
2 Member York asked what if it was Free Hotdogs Every Friday. He asked if that
3 temporary would become a permanent sign because it is linked to an event.
4
5 Mr. Noto asked how big was that temporary sign.
6
7 Member York said hypothetically speaking maybe the size of a typical campaign sign.
8
9 Mr. Noto said signs six square feet and smaller do not require (a permit).
10
11 Member York said he was trying to think of some crazy situations because you don't
12 want one guy to ruin the whole block for the people.
13
14 Ms. Reischmann said there are nuisance effects from people coming to your house
15 every Friday that we could regulate outside of the sign code. That brings up a good
16 point that whenever we can regulate a behavior outside of the sign code we want to
17 then we don't get nabbed with First Amendment. That includes human signs and sign
18 spinners. We have presented to staff and talked about a nuisance ordinance to deal
19 with the sign spinners and the human signs. Same with the Free Hotdogs Every Friday.
20 If you've got 75 cars around and all kinds of noise and confusion then we would try to
21 deal with those effects. You are trying to feed the hungry from your house.
22
23 Member York said or try to increase my popularity. What if he is saying people aren't
24 coming to my house because of free hot dogs but because I'm a popular guy and it's my
25 right to associate with whomever I please. There is no volume restrictions on who I can
26 associate with.
27
28 Ms. Reischmann answered affirmatively but you can impact your neighbors by having a
29 restaurant in your house. It would be arguable that is what you are doing.
30
31 Chairman Hawkins asked if they wanted to deal with those kinds of things under a
32 nuisance ordinance. The same thing with a sign spinner is creating a nuisance.
33
34 Ms. Reischmann said they can't challenge you on first amendment. You are getting at
35 the behavior.
36
37 Member York said it sounds like a resolution has been considered. The temporary sign
38 definition was previously addressed but was the area where he had the greatest
39 concern.
40
41 Alternate Threlkeld agreed with Chairman Hawkins that the square footage should be
42 smaller. If we are going to increase the number we can control how much area.
43
44 Mr. Noto said he wanted to make sure he was clear as they move forward. For all
45 zoning districts for temporary signs we are looking at 32 square feet.
46

1 Chairman Hawkins said for that part of it we have justice-proofed it. We have allowed
2 two signs.
3
4 Member York said if you are trying to eliminate categories of signs by size and by type,
5 he would hope we have justice-proofed it. If we have to have uniform and generic he
6 would go in the direction to be smaller and as minimally ugly as possible.
7
8 Chairman Hawkins said we don't seem to enforce double-faced signs in the City.
9
10 Mr. Noto said correct. You have a sign that is 32 square feet it can be that whole sign.
11
12 Chairman Hawkins said we have signs that are more than 30 degrees. He said he
13 knew staff was busy but he should go through the City and bring those to their attention.
14
15 Mr. Noto said some of those signs pop up out of nowhere.
16
17 Chairman Hawkins said on Page 16, 4. ii. talks about changeable copy signs must be
18 constructed of brick or split face block. He asked if that was outside the Gateway
19 ordinance.
20
21 Mr. Noto answered affirmatively. The Gateway Standards are on Page 18 and we left
22 those as-is for ground signs.
23
24 Chairman Hawkins said on Page 25, 4.d., there is a typo. The sentence is duplicated.
25
26 Chairman Hawkins said since it appeared to him we are going to have a lot more
27 permanent temporary signs in the form of real estate signs, he asked if they could
28 consider amending how these signs look. Griffin Park put up too many signs and he
29 complained and they took them down. They put them back up and made that
30 temporary sign look nice by covering up the exposed legs with latticework. Sometimes
31 in the past John has encouraged people on vacant commercial property to put up
32 planters and such. What about having all temporary signs not have any legs showing.
33
34 Mr. Omana questioned how they could accomplish it.
35
36 Chairman Hawkins said they can't have any legs showing or no temporary sign can
37 have legs.
38
39 Mr. Noto said it would be up to the applicant to cover those how they see fit whether it
40 be latticework, fencing, 2X4's or something.
41
42 Chairman Hawkins said or no legs at all. They can lower it down to where the sign
43 starts at ground level.
44
45 Member York asked if that applied to garage sale signs as well.
46

1 Chairman Hawkins said he was thinking of that and his preference would be anything
2 above six square feet. That is how he would limit it.

3
4 Ms. Reischmann said she had seen some codes with 16 square feet and they have
5 applied it primarily to real estate signs. You definitely wouldn't apply it to political signs.

6
7 Mr. Noto clarified for temporary commercial signs six square feet or greater the legs
8 must be covered or eliminated.

9
10 Ms. Reischmann said the only thing she would say about that point and the point about
11 reducing the square footage of commercial temporary signage from 64 (square feet) to
12 32 (square feet) is the squeezing of signs. We are going to get more concern from the
13 business community potentially.

14
15 Mr. Omana said he can say from experience from many years ago when we were
16 requiring folks to put in a planter and enclosed base, it was not popular at all and
17 subsequently was frowned upon.

18
19 Vice Chairman Taylor said we are not decreasing the square footage; we are just not
20 increasing it per the new code.

21
22 Mr. Noto said the current code in PO allows 32 square feet of temporary signage. C-1,
23 C-2, M-1A and PUD allow 64.

24
25 Vice Chairman Taylor said her vote would be to keep it as it is. She is not for
26 decreasing what is already in the code and thought that would cause headaches.

27
28 Chairman Hawkins said he was for keeping it one thing then you are not discriminating
29 based on size.

30
31 Mr. Noto said we agree with that. We want to/have to keep all the zoning categories
32 with the same square footage. The question becomes what is the square footage.

33
34 Ms. Reischmann said we don't have to. We could separate out PO but we would have
35 to have a rationale for that as to why the restaurant gets a lot more than the office. If we
36 have a legitimate rationale we can have different sizes for different zoning categories.
37 She thought there was a legitimate rationale for an office park to have less signage and
38 look prettier than your commercial area.

39
40 Vice Chairman Taylor said it could be based on the square footage of the property. PO
41 tends to be smaller than commercial. She thought they had something like that in there
42 before.

43
44 Chairman Hawkins said we have given an incentive to incorporate temporary signage
45 into permanent signage by allowing 25% higher. He asked about an exemption from
46 the separation rule if they want to have one sign double size. If somebody is allowed

1 two 16 square foot signs which combined makes 32 square feet, which is essentially a
2 4X8 foot piece of plywood. If we allow them to not have the 30 feet separation if they
3 combined two signs into one. He asked if they could create language like that easily. It
4 would be their option. You can have two 16 square foot signs separated by 30 feet or
5 you can have one 32 square foot sign. You've made that decision. We haven't
6 required you to do that.

7
8 Ms. Reischmann said that is essentially what we are doing with this table. You can
9 combine it on one sign or you can separate them. We are giving people the option on
10 how they want to do it. The sign doesn't have to be 32.

11
12 Chairman Hawkins said but they are allowed two signs. He didn't want what you are
13 saying is in writing.

14
15 Mr. Noto said on Table 2 on Page 24 on the furthest right column you have A-1, PO, C-
16 1, etc. The number of temporary signs per premise is two. As it is written now
17 maximum size area for a temporary sign is 64. If you go further down the table, the
18 maximum aggregate surface area allowed is 128. Taking Dr. Hawkins' comment a step
19 further, he thought under this scenario only you could say you don't want the separation
20 requirements and you're okay doing one sign, how it is written you could have one 128
21 square foot sign. If we went down to 32 square feet on the second row, you could say
22 we'll let you have that one 64 square foot sign since you don't want to deal with the
23 distance requirements. You get that one and you've maxed out your aggregate. You
24 can do that under this table.

25
26 Chairman Hawkins said he would prefer just 32 square feet total for both of those, the
27 one at the top and 32 square feet instead of 128 square feet.

28
29 Mr. Noto said we can't do that because we have to allow two.

30
31 Chairman Hawkins said somebody could waive their right to have two if they want to
32 have a bigger sign.

33
34 Mr. Omana said we could say in lieu of two you can just have one with the following
35 bonus if you elect to go that way.

36
37 Chairman Hawkins said you are exempt from the separation requirement.

38
39 Ms. Reischmann said you don't have to worry about the separation requirement if you
40 have one big one.

41
42 Chairman Hawkins said he would like these temporary permanent signs to look nicer
43 either by covering up the legs or just eliminate the legs and put the sign on the ground.

44
45 Vice Chairman Taylor asked Chairman Hawkins what he was proposing for real estate
46 signs.

1
2 Chairman Hawkins said he would try to make the permanent real estate signs look nice
3 by covering up the posts with latticework and make it look like it has some kind of base
4 on it.
5
6 Mr. Omana said what if somebody came in with a temporary sign and instead of the
7 ugly 1X4's or 2X4's, we make them use those PVC sleeves like for rail fencing. They
8 are probably more expensive but look a lot nicer than a 2X4.
9
10 Chairman Hawkins said he just saw the Griffin Farm sign and thought that is a nice
11 temporary sign. They went above and beyond. If somebody didn't want to do that, an
12 alternative would be to cut off the legs and put the sign on the ground. He asked the
13 Board to think about that.
14
15 Chairman Hawkins referred to Item 4.f. on Page 25, a temporary sign may display
16 multiple messages. He said he wasn't crazy about this clause because it allows
17 somebody to permanently display election signs or anti-abortion signs. He thought a
18 temporary sign should have one purpose and not multiple for that reason.
19
20 Vice Chairman Taylor thought that was getting into specific content.
21
22 Chairman Hawkins asked if they could eliminate that.
23
24 Ms. Reischmann said it is designed to protect us so people who want to put out a sign
25 for the entire republican delegation we can say you can put up 17 candidates per sign.
26
27 Chairman Hawkins said that's what he said a long time ago. If you are leaving it in
28 there for that purpose, he was happy with it.
29
30 Chairman Hawkins said on Page 26, No. 5, Temporary Banner Signs. He asked if
31 duration was tied to any of those or is duration covered somewhere else.
32
33 Ms. Reischmann said it is covered on Page 24, Footnote 3. It came to her today that
34 we should probably include it there as well.
35
36 Vice Chairman Taylor asked if temporary commercial banners were a sub-category of
37 temporary commercial sign. She asked if there was a commercial sign and then you
38 can have a banner too.
39
40 Ms. Reischmann said you can have only one banner per premise.
41
42 Member York said if he wanted to have a sign for a candidate for county commission,
43 candidate for senate, candidate for president, he can only have two in his yard.
44
45 Ms. Reischmann said you get a bonus and that is on Page 25, No. 3. The way the code
46 reads now is you get one sign.

1
2 Member York said he understood that was unconstitutional. The additional signs during
3 elections, he asked if that meant an infinite number of signs.
4
5 Ms. Reischmann said infinite number but you can only have a the max of six square feet
6 and a total of 30 additional square feet.
7
8 Member York said he liked the new code better because he wasn't sure if he complied
9 with the old code.
10
11 Chairman Hawkins said you could have 36 square feet total.
12
13 Member York said we think of election signs are typically arranged in signs like garage
14 sale signs and you stick them in the ground with a metal leg, he asked what if he
15 wanted to have a huge election sign, like eight of them.
16
17 Ms. Reischmann said technically it's supposed to be six square feet. You also get the
18 two signs year round which are six feet each so you get a maximum of 12 plus the 30
19 so it is actually 42 during an election.
20
21 Vice Chairman Taylor said we had that gigantic banner sign on South Country Club that
22 was a matter of discussion.
23
24 Chairman Hawkins said on Exhibit B, the Gateway Corridor, we eliminated all the
25 definitions for housekeeping except for utility lines.
26
27 Mr. Omana said that is correct and landscape buffers.
28
29 Chairman Hawkins asked if they wanted to table this until the next meeting to clean up
30 some of this or entertain a motion that we request a workshop with the City
31 Commission.
32
33 Mr. Omana said or (3) recommend moving forward to the City Commission with your
34 recommendations and changes.
35
36 Member York said he agreed with option 3 because he would like to get as
37 constitutionally appropriate sign code on the books as quickly as possible with the belief
38 we could clean up as this collaborative process continues or amendments need to be
39 made.
40
41 Chairman Hawkins said it has been three or four years since those nine or ten people
42 made the ruling.
43
44 Member York said it only takes one to file a lawsuit and say Lake Mary is not complying.
45 That is his concern.
46

1 Ms. Reischmann said North Redington Beach got a nasty surprise. That's why the
2 non-profits will go after the small towns.

3
4 Mr. Noto said when we started looking at this, he had never heard of North Redington
5 Beach. They have 1,000 people in their population.

6
7 Member York said and they paid \$30,000 in attorney's fees.

8
9 Ms. Reischmann said so far. Now they are going to the 11th Circuit.

10
11 Ms. Reischmann thanked the Board for their comments. We have all taken extensive
12 notes.

13
14 Chairman Hawkins wondered if they wanted to transcribe your notes and thoughts into
15 a more concise document. If you don't want to have a meeting with the Board then
16 bring this back next week or in two weeks.

17
18 Vice Chairman Taylor said she could come back next week. It will take that long to
19 write it up. Something clean is better than the Board approving something that we don't
20 completely understand what we're saying yes to. There are some things in here as is
21 that she would not recommend.

22
23 Member York asked if we are making a recommendation on the verbatim language.
24 There would be opportunities to make changes with our input and anything else you
25 identify subsequently.

26
27 Ms. Reischmann said absolutely. She didn't think they had any intention of taking this
28 code forward. We are taking it forward with the changes that have been identified that
29 we felt there is a consensus on. We have heard what the Board said and we are
30 making those adjustments as we go. Anyone can come to the Commission meeting
31 and express the P&Z's view more. The Commission probably reviews these P&Z
32 minutes and they are practically verbatim. They review them closely and are aware of
33 what P&Z thinks. There are going to be two hearings in front of the Commission
34 potentially. The Commission might insist on more time but they have directed us to
35 move as quickly as possible. We would all appreciate it if we could move forward to the
36 May 4th meeting. If anyone wants to offer input we could advertise that there may be
37 more than one P&Z board member present.

38
39 Vice Chairman Taylor said she would take back what she said. She would be
40 comfortable going forward in hindsight and thinking it through. She was only making a
41 recommendation based on the comments she made. She didn't need to have the text
42 in front of her before that. She was comfortable going forward.

43
44 Chairman Hawkins said he was fine with that too. Before the City Commission meeting
45 he would like to see the revised (ordinance) because some of this is his personal
46 opinion on what he thinks. He wasn't sure all eight or nine of them have consensus on

1 that. He felt strongly about some things and not as strongly about other things. He
2 didn't have a problem trusting you all to get all this into a revised document but would
3 like to see it. If he is comfortable then he didn't feel he needed to make any comment to
4 the City Commission.

5
6 Member York asked if that would be available before the City Commission meeting.

7
8 Ms. Reischmann said absolutely.

9
10 Mr. Noto said all the agendas and staff reports go on the City's website.

11
12 Vice Chairman Taylor said if anybody had any comments, she asked Ms. Reischmann if
13 they could email her directly. She asked if they agreed it wouldn't be appropriate to
14 send group emails regarding this.

15
16 Ms. Reischmann said that is right. It clearly violates the Sunshine Law. She said to the
17 extent they send them to her, she can't necessarily compile them and get consensus
18 but any corrections or comments she would love to get those and she would convey to
19 the Commission.

20
21 Chairman Hawkins asked to let them know when the revisions to the code are then they
22 can look at them on the website prior to the meeting.

23
24 Ms. Reischmann said we are looking at this too. There may be a few things we catch
25 that we haven't talked about tonight. All of that will be available in plenty of time before
26 the May 4th meeting.

27
28 Member York said on the fifth whereas, there is a typo. There is an underscore
29 between the words "of" and "temporary".

30
31 Member York said at the beginning of Exhibit A on the second page, it references the
32 constitutional standard for regulating signs. It says the City specifically finds that these
33 sign regulations are narrowly tailored to achieve the compelling and substantial and
34 governmental interests to traffic safety and aesthetics. It was his understanding that
35 aesthetics was not considered a compelling governmental interest. He asked if that
36 was meant to be a way of saying traffic safety was a compelling interest but the
37 aesthetic interest is a substantial interest which would be under immediate scrutiny.

38
39 Ms. Reischmann answered affirmatively but we pretty much know that aesthetics isn't
40 going to count but in Florida aesthetics is very important being a tourist industry. We
41 are holding out hope that we can claim it as a compelling interest although we probably
42 can't. Maybe as a state we are unique.

43
44 Chairman Hawkins said what staff has gone through tearing it up and putting it back is
45 no easy task.

1 Mr. Omana said this is not quasi-judicial but there is a sign-in sheet in the back of the
2 room for anyone who wishes to be kept abreast of this matter. He asked the Chairman
3 to open up the public hearing portion of the meeting.

4
5 Chairman Hawkins asked if anyone wanted to speak for or against this item. No one
6 came forward and the public hearing was closed.

7
8 **Justin York moved to approve 2017-ZTA-02, recommendation to the Mayor and**
9 **City Commission regarding City initiated modifications to the City Code Chapters**
10 **155, Sign Code, Appendix I, and 158, Gateway Corridor Overlay Standards**
11 **Classification subject to the comments and discussion by Board members this**
12 **evening, seconded by Colleen Taylor and motion carried unanimously 4 – 0.**

13
14 Mr. Omana said this item will go to the May cycle City Commission meeting as
15 discussed.

16
17 Chairman Hawkins thanked everyone for their hard work.

18
19 XI. Community Development Director's Report

20
21 Mr. Omana had no report at this time.

22
23 XII. Other Business

24
25 There was no other business to discuss at this time.

26
27 XIII. Reports of Other Members

28
29 There were no reports at this time.

30
31 XIV. Adjournment

32
33 **Justin York moved to adjourn, seconded by Scott Threlkeld and motion carried**
34 **unanimously 4 – 0.**

35
36 There being no further business, the meeting adjourned at 8:15 P.M.

37
38
39
40
41
42 _____
Robert Hawkins, Chairman

Mary Campbell, Deputy City Clerk

Juan Omana

From: Robert Hawkins <hawkro@gmail.com>
Sent: Thursday, April 20, 2017 8:01 AM
To: Stephen Noto; Catherine Reischmann; Krystal Clem; Juan Omana
Subject: Re: FW: Sign Code ZTA

Dear Staff and City Attorney Reischmann,

I am very much opposed to changeable copy signs in commercial districts, even at the expense of churches, HOA's and gas stations. If that was not the consensus of the P&Z board members then I would like it noted in the staff report and P&Z actions in the memo to the Mayor and City Commission. Additionally, I thought Ms. Reischmann said she could work out something as far as permitting gas station numbers to be allowed. All the other changes are OK with me,

Thank you, Bob Hawkins

On Wed, Apr 19, 2017 at 1:36 PM, Stephen Noto <SNoto@lakemaryfl.com> wrote:

All,

Please see below/attached. As a reminder, please don't "Reply All" if you have comments/responses.

Thanks,

Stephen Noto, AICP

City Planner

City of Lake Mary

(407) 585-1440

From: Juan Omana
Sent: Tuesday, April 18, 2017 4:25 PM
To: Stephen Noto <SNoto@lakemaryfl.com>
Cc: Krystal Clem <kclem@lakemaryfl.com>; Catherine Reischmann <creischmann@orlandolaw.net>; Nancy Ham <nham@orlandolaw.net>