WINTER GARDEN

A REGULAR MEETING MINUTES
CODE ENFORCEMENT BOARD
DECEMBER 2, 2014

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

A **REGULAR MEETING** of the Winter Garden Code Enforcement Board (CEB) was called to order by Chairman Joseph Skubas at 6:15 p.m. in the City Hall Commission Chambers, at City Hall, 300 West Plant Street, Winter Garden, FL. The Pledge of Allegiance was recited.

DETERMINATION OF QUORUM

A quorum was declared present at 6:15 p.m.

MEMBERS PRESENT:

Chairman Joseph Skubas, Board Members: Johnny Clark, Jack Litteral, Harold Petch and Bruce Woloshin.

MEMBERS ABSENT:

Vice-Chairman John Benoit III and Board Member David Buckles

ALSO PRESENT:

Board Attorney Chris Conley, Community Development Manager Steve Pash and Customer Service Representative Megan D'Avila.

2. CONSENT AGENDA

A. SWEARING IN OF PARTIES TO TESTIFY

Customer Service Representative Megan D'Avila swore in Community Development Manager Steve Pash, Attorney Victor Chapman, Armstrong Air Owner Paul Richards, Armstrong Air Marketing Manager Tom Hyatt, and Sign Contractor Kevin Webb, who will be presenting testimony.

B. APPROVAL OF MINUTES

Approval of minutes from the regular meeting held November 4, 2014.

MOTION: Board Member Johnny Clark moved to approve the November 4, 2014 meeting minutes. Seconded by Board Member Jack Litteral, the motion carried unanimously 5-0.

1. HEARINGS ON STATEMENT OF VIOLATIONS PURSUANT TO NOTICES OF HEARINGS

A. OLD BUSINESS

1. 13330 West Colonial Drive, Winter Garden, FL - CASE # 14-167
Community Development Manager Steve Pash
Sec. 106-9 Maintenance

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-167
Community Development Manager, Steve Pash, stated that the case will be tabled until the January 6, 2014 meeting.

No motion needed.

2. 13440 West Colonial Drive, Winter Garden, FL - CASE # 14-168
Community Development Manager Steve Pash
Sec. 106-9 Maintenance

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-168
Community Development Manager, Steve Pash, stated that the case will be tabled until the January 6, 2014 meeting.

No motion needed.

3. 642 South Dillard Street, Winter Garden, FL - CASE # 14-174
Community Development Manager Steve Pash
Sec. 102-92 Prohibited Signs
Sec. 118-1536 General Requirements

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-174
Community Development Manager, Steve Pash, stated that this case is for the property located at 642 South Dillard Street, which is a Metro PCS store. City Staff found that the tenant had installed lights on the exterior of the building without permits. The lights are extremely bright, and are in direct violation of the City Sign Code Section 102-92 and Section 118-1536 (f), (i), & (j). City staff talked to the tenant but did not receive a response from him. On October 9, 2014, the City issued a Notice of Violation and Notice of Hearing and sent it via certified mail, general mail, and hand delivery. The tenant then contacted Steve and asked about moving the lights to the interior of the building. Steve recommended

that he only move one set of lights for the City to look at and make a determination. The tenant proceeded to move all of the lights to the interior of the building and Steve informed him that it is still in violation as it is still an attention getting device. The lights glow from Dillard Street and the store is about 500 feet away from the road.

City Staff recommends that the Board issue a Findings of Fact and Conclusion of Law finding the tenant in violation of the Code and fine him $250 per day per violation.

Questions and Discussion

MOTION: Based on the Findings of Fact and the evidence presented by the City, Board Member Johnny Clark moved to fine the party involved $250 per day per violation. Seconded by Board Member Harold Petch and carried unanimously 5-0.

4. **37 North Boyd Street, Winter Garden, FL - CASE # 14-177**

Community Development Manager Steve Pash

Sec. 98-190	Certificate of Approval
Sec. 102-57	Permit Required; Exceptions
Sec. 102-92	Prohibited Signs
Sec. 102-93	Illuminance
Sec. 102-161	Signs Permitted in Commercial and Industrial District

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-177

Community Development Manager, Steve Pash, stated that this case concerns a building located at 37 North Boyd Street. The building had a lot of construction work that was done without proper permits; things were added to the building without the Architectural Review and Historic Preservation Board approval. Signs were installed without permits, including signs that are prohibited by City Code. Steve informed the Board that as of the time of the meeting the property was in compliance, however, when the Notice of Violation and Notice of Hearing was issued on October 10, 2014, the property was not in compliance. The Notice of Violation and Notice of Hearing was issued by certified mail, general mail, and hand delivery. Steve explained that the City was bringing the case before the Board because the City would like the Board to find the property in violation of the Code so that if they continue to violate the Code, which they have had a history of doing, then they have already been found in violation and can be brought back in front of the Board as a repeat offender.

City Staff recommends that the Board find the property in violation of the Code and issue a Findings of Fact and Conclusion of Law without fines.

Questions and Discussion

MOTION: Based on the Findings of Fact and the evidence presented by the City Staff, Board Member Johnny Clark moved to find the property in violation of the Code but at this time no fines will be issued. Seconded by Board Member Jack Litteral and carried unanimously 5-0.

B. NEW BUSINESS

1. 671 Business Park Boulevard, Winter Garden, FL - CASE # 14-183

Community Development Manager Steve Pash
Sec. 102-92 Prohibited Signs

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-183

Community Development Manager, Steve Pash, stated that in mid-October, City Staff were driving on South Dillard Street when they noticed a new sign at 1010 South Dillard Street for Armstrong Heating and Air Conditioning. Armstrong Heating and Air Conditioning is located at 671 Business Park Boulevard, not at 1010 South Dillard Street. This case concerns the property located at 671 Business Park Boulevard because they are the business who put up the sign. Section 102-92 (23) of the City Code prohibits commercial off premises signs. City staff started conversations with the business located at 1010 South Dillard Street, which is Edgewood Thrift Store, and the company that installed the sign; both of them said the City would need to talk to the business that paid for the work. The City Staff then had conversations with Armstrong Heating and Air Conditioning and they requested that the City provide them the City Code in writing. On November 6, 2014 the City issued a Notice of Violation and Notice of Hearing by certified mail, general mail, and hand delivery. Steve informed the Board that the sign is still up.

City Staff recommends that the Board issue a Findings of Fact and Conclusion of Law to find the property in violation of City Code and fine them $250 per day per violation.

Attorney Victor Chapman stated that he is representing Armstrong Air in this matter. Mr. Chapman prepared a few exhibits that he passed out to the Board. Mr. Chapman explained that his client has been a corporate citizen of Winter Garden since 1994 and they employee over 126 people locally. Armstrong is a charitable corporate citizen, which, according to Mr. Chapman, is part of the reason why they are before the Board. Armstrong Air not only paid for the air conditioning system and installed it at Edgewood Thrift Store, they also paid for the improvement of the Thrift store's sign. Armstrong Air is also a supporter of Operation Home Land, Home at Last, Wounded Warrior Project for Veterans, Matthew's Hope for the Homeless, Habitat for Humanity, and a number of other organizations; they are not some fly by night problem citizen of the City.

Mr. Chapman explained that Armstrong does not own the sign, which is important legally. Armstrong, in an effort to assist the Edgewood Children's Ranch Thrift Shop, paid for the improvement of the Thrift Shop's sign. Exhibit 1 shows what the sign looked like before and after the improvements. Mr. Chapman stated that it was a significant improvement to the aesthetics in the area. Armstrong hired a professional sign company, WGM Signs with Kevin Webb, to properly install a sign in compliance with Winter Garden Code. Exhibit 2 shows the renderings of the sign that Mr. Webb took to the Winter Garden Building Department. Mr. Chapman explained that Mr. Webb had spoken to a staff member at the Building Department who, after consulting other staff members, told him that provided that LED lights are not installed that his renderings were fine and that Mr. Webb could go ahead and improve the sign and he would not need a permit. Mr. Webb then went out and installed the sign. Armstrong expended a significant amount of money to improve the sign and after the sign was improved, the issue arose. Mr. Chapman stated that legally significant is that they sought the guidance of the City before improving the sign, relied upon that guidance, expended money, and improved the sign. Mr. Chapman also explained that the City is full of signs that

unquestionably violate one or more of the Code provisions which can be seen by the examples in exhibit 3.

Mr. Chapman further explained that Armstrong does not have a prohibited sign as detailed in exhibit 4. As Mr. Pash pointed out, a commercial off premises sign is what Armstrong is accused of violating in the Code. The definition of a commercial sign, which is part of the commercial off premises sign, is any sign related primarily to the economic interests of the owner or lessee of such sign and its readers. In this case, the sign is not owned by Armstrong, it is owned by Edgewood Children's Ranch, which is a charitable 501(c)(3) organization. The part of the sign that is objected to in this case is about Armstrong. The bottom part of the sign that references Armstrong is not "related primarily to the economic interest of the Edgewood Children's Ranch", who owns the sign. Mr. Chapman stated that, not only is Armstrong not in violation, but they followed the rules like a responsible corporate citizen.

Questions and Discussion

MOTION: Based on the evidence presented, the Finding of Fact, and discussion with City Staff that the violation is still in effect at this time, Board Member Johnny Clark moved to initiate a fine for the violation in question of $250 per day. No Second at this time.

Additional Questions and Discussion

The president of Armstrong Air and Heating, Paul Richards, explained to the Board that they went to the City first and asked if they could do what they presented for the sign. The City told them that yes, they could improve the sign. Mr. Richards stated that they spent over $10,000 for a sign that, after it was installed, they were told they could not have. Armstrong Air is a good steward of the community and this issue isn't about anything other than principle. Armstrong played by the rules and expected to be treated fairly. Mr. Richards stated that Armstrong Air has not- not complied with anything that was asked and if it had been asked in the beginning, they would never have put up a sign with their logo on it. The reason they came to the City first was to get their permission, not after the fact. Mr. Richards asked where the ownership was if they came to the City and asked if they could put the sign up, got the O.K., and then be told after the fact that it is not O.K. Mr. Chapman asked Mr. Richards if Armstrong Air owned the sign, to which Mr. Richards replied that Armstrong Air does not own the sign.

Additional Questions and Discussion

Mr. Steve Pash clarified that Mr. Richards and Mr. Webb are correct that the City Code does not require a permit for a face change on a sign. He then asked them if they had informed the staff member that Mr. Webb talked to that the business advertised on the sign was not located at the location on Dillard Street. Mr. Webb said he did not know; that they discussed the three sets of drawings that were in the exhibit given out by Mr. Chapman. Mr. Webb explained that he had come to the City for two primary reasons. The first reason being to discuss an option of putting an LED display in the sign. The lady he spoke to checked with another staff member and came back to say that it was allowed, but the structure of the sign would be changed and that would require the sign to come down in height and position. Mr. Webb stated they decided against that route and stuck with the three options depicted in the

drawings that he showed the staff member. The lady he talked to said she knew exactly where this location was and was familiar with that property. Mr. Webb showed her the drawings with the two company names on it in different variations and was informed at that time that he did not need a permit for the face change so he left thinking there would be no other issues since he checked with the City first.

Mr. Richards stated that they had asked the City what they could do to come into compliance and they were told they could do nothing, to take down the sign and they were threatened that their business would be shut down if they did not take it down. Mr. Richards explained that they have tried to make it work, be good stewards, and follow the rules. Mr. Webb stated that before the improvement, the bottom sign was a changeable text sign that no one dictates what is written and if Armstrong Air was put on that sign, no one would have complained. Mr. Pash corrected him and said the City would object to that as well since Armstrong Air is not located there. Mr. Pash explained that reader boards are typically used to advertise sales or special events going on, but not something the City would allow to be used to advertise another business that is not located at that address. Mr. Pash stated that if Armstrong rented office space at that location, the sign would then be in compliance. Mr. Chapman asked Mr. Richards if he owned or was a lessee of the sign or had any legal rights to the sign, Mr. Richards stated that he did not and if Edgewood wanted to take down the sign, they could do it without his permission. Mr. Webb stated that if they take the sign face out, they would have an ugly open sign face with all of the electrical components exposed.

Additional Questions and Discussion

Mr. Tom Hyatt, the marketing manager for Armstrong Air, stated he helped build the relationship with Edgewood Children's Ranch when Edgewood reached out to them about servicing their a/c units. Edgewood Children's Ranch is very grateful to Armstrong for what they have given them and they are willing to do whatever it will take on their end to make the sign work. Edgewood even offered Armstrong real estate in their location to sell air filters. Mr. Hyatt asked the Board if the sign had to be taken down so abruptly when it is beneficial for the community, for Armstrong, and for the Children's Ranch.

Mr. Pash asked that with the discussion of Armstrong operating a part of their business at this location, the Board find them in violation, issue the Findings of Fact and Conclusion of Law. This will give them time to discuss it and try to handle the situation outside of the Code Enforcement Board and come back before the Board in January. If they find a solution, the case will be closed; if they can't, they will bring it back before the Board for more discussion. Mr. Chapman asked that the fines be put on hold until the next meeting as well to give time for the discussion or for an appeal. Mr. Pash then stated that they could table the case until the next meeting without the Findings of Fact and Conclusion of Law. Mr. Pash stated that Staff would like the sign removed, but if they can come to a conclusion and find a remedy that will appease all parties involved, there will be no need for fines.

MOTION: Board Member Johnny Clark amended his motion to not impose any fines at this time and table the case until the next Board Meeting. Seconded by Board Member Jack Litteral and carried 5-0.

2. **1010 South Dillard Street, Winter Garden, FL - CASE # 14-184**
Community Development Manager Steve Pash
Sec. 102-92 Prohibited Signs

FINDINGS OF FACT AND CONCLUSIONS OF LAW IN CASE # 14-184
Community Development Manager, Steve Pash, stated that this case relates to the thrift store from the previous case. Based on the outcome of the previous case, Mr. Pash recommended to table this case until January as well.

Questions and Discussion

MOTION: Based on the evidence presented and the Findings of Fact, Board Member Johnny Clark moved to table the case until the January meeting. Seconded by Board Member Jack Litteral and carried 5-0.

4. ADJOURNMENT

There being no further business to discuss, Board Member Bruce Woloshin moved to adjourn the meeting at 6:54 p.m. Seconded by Chairman Joe Skubas and carried unanimously 5-0.

APPROVED:

Joseph C Skubas
Chairman Joseph Skubas

ATTEST:

Megan S. D'Avila
Customer Service Rep Megan S. D'Avila