



Ocala

Board of Adjustment

Minutes

110 SE Watula Avenue
Ocala, FL 34471

www.ocalafl.gov

Monday, December 15, 2025

5:30 PM

- a. Pledge
- b. Roll Call for Determination of a Quorum

Present: Chairman James Hartley
George Carrasco Jr.
Rusty Juergens
Brent Malever
Ethan White

Excused: Vice Chair Dustin Magamoll

2. Proof of Publication

It was acknowledged that a Public Meeting Notice was posted at City Hall (110 Se Watula Avenue, Ocala, Florida 34471) and published in the Ocala Gazette on November 21, 2025.

- a. Ocala Gazette Ad

Attachments: [BOA Ad PROOF 12152025](#)

3. Approval of Minutes

- a. September 15, 2025 Meeting Minutes

Attachments: [September 15, 2025 Final Minutes](#)

RESULT: APPROVED

MOVER: George Carrasco, Jr.

SECONDER: Brent Malever

AYE: Chairman Hartley, Carrasco, Juergens, Malever and White

EXCUSED: Vice Chair Magamoll

4. Public Hearing

- a. Public Hearing PH25-0003 to appeal the decision of the Building Official/Growth Management Director per Section 122-111 regarding the fee for digital off-site advertising signs, per Section 110-191(e)(2) of the Code of Ordinances.

Attachments: [2025 07 28 Letter to City of Ocala](#)
[2025 10 02 Letter to City of Ocala and Appeal Packet\(64959752.1\)](#)
[Code of Ordinances Off-site Advertising Signs](#)
[Table 1 Off-site Advertising Signs Approved Since 2012](#)
[VIEW FLORIDA LLC SGN25-0009 SIGN ENGINEERING](#)
[RANEY BILLBOARD SGN24-0135 SIGN ENGINEERING](#)
[OCALA FEDEX SPLM23-45176 SIGN ENGINEERING](#)
[PH25_0003_Case](#)
[PH25_0003_Aerial](#)

Mr. Hartley recused himself due to a conflict of interest. Mr. Carrasco assumed his duties.

Assistant City Attorney, Kristi Vanvleet stated she has not been involved in this case or any related discussions. She explained the Board will hear from both the appellant and the City of Ocala. The Board will then determine how the City Code applies to the case and whether the Growth Management Director correctly applied the Code. She noted that the Board's decision will be final for the City of Ocala and may be appealed to the Circuit Court.

Ashley Lukis, Gray Robinson Law Firm, 301 South Bronough Street, Suite 600, Tallahassee, Florida 32301, representing View Florida, LLC, presented her case regarding whether a sign operator proposing to erect a dual-faced sign is required to pay \$150,000 per sign or per sign face.

Mr. Juergens asked whether the sign had been erected. Ms. Lukis stated that she was unsure if the sign was in place but confirmed that her client had paid to move forward with the permitting process.

Mr. Carrasco asked whether a sign could be up to 300 square feet per face. Ms. Lukis responded the face size would be the size of the copy. Mr. Carrasco then asked whether the signboard itself would be 300 square feet. Ms. Lukis replied that it would be if that was the size limitation in the Code. Mr. Carrasco further asked whether two signs would total 600 square feet. He acknowledged the spacing requirements between signs but questioned whether each face could be 300 square feet, or if each side would be limited to 150 square feet. Ms. Lukis stated the question illustrated her point, explaining that if the Code refers to a sign face, it would mean 300 square feet per side. Mr. Carrasco noted the Code states a sign may be up to 300 square feet in face size. Ms. Lukis stated she may have misunderstood the question. Mr. Carrasco clarified that the Code language allows one sign of up to 300 square feet, and that a double-sided sign would be two signs of 300 square feet each. Ms. Lukis stated she did not have the exact Code language in front of her but agreed that the Code limits a face to 300 square feet and that a double-sided billboard has two faces. She further noted that the term face does not appear in the Code, which instead uses the term sign, which she stated is inclusive of all parts when the word face is not used.

Mr. Juergens asked Ms. Lukis to explain \$150,000 fee per face rather than per sign. Ms. Lukis stated that was based on the \$300,000 fee that was imposed on View Florida, her

understanding is the \$150,000 is being imposed on per face value but the ordinance states once you pay the \$150,000 you may construct a sign not a sign face. Mr. Carrasco stated he has paid permit fees for sign and they go by square footage. In his opinion you get 300sq ft for \$150,000. Ms. Lukis would submit you get a sign for \$150,000 with no limitation on the face. City Attorney, William Sexton stated that isn't exactly right but not putting words in his mouth 110-184 suggests the sign face of an off site sign should not exceed 378sq ft. Mr. Sexton believes Mr. Carrasco is suggesting if the engineered drawing that was submitted show two signs each sign is 378 sq ft or if the sum exceeds 378 sq ft it cannot be one sign. Ms. Lukis stated the language being shown by Mr. Sexton states sign face not sign which are two different terms. When sign is not modified by face it means inclusive by all parts.

City Attorney, William Sexton presented the argument on behalf of the city in regard to the appeal.

Mr. Juergens asked if a large sign that is illuminated, see-through, and not digital allowing both sides to be visible at the same time would be considered a single sign when the advertisement is for a business on the site. Growth Management Director, Jeff Shrum, responded the definitions were being mixed. He clarified that static signs are different from the type of sign being discussed at the meeting.

Ms. Lukis made her closing remarks regarding the case. Mr. Carrasco asked whether each sign would have its own frame. He stated if a sign is placed in a wedge configuration, there would be two frames and two separate signs because they are not back-to-back. Ms. Lukis responded that the configuration would be a V-back. Mr. Carrasco stated that each sign has its own structure. Ms. Lukis stated each sign face has its own support.

Mr. Ethan White asked whether it is the City's position that the applicant's sign is not considered a double-faced sign and is therefore not being defined as such. Mr. Sexton stated that was correct. Mr. Sexton explained an email conversation had taken place prior to his review of the submitted plans, at which time he was not aware that there was a 4.5-foot separation between the two sign faces. Based on the submitted plans, the City's code definition of a double-faced sign requires a separation of no greater than three feet. Mr. White asked whether a double-faced sign would be defined by the City as two separate signs. He noted that Section 110 of the City Code regulates all signage within the City. Referring back to Mr. Juergens earlier point, Mr. White described a traditional pedestal sign located in front of a doctor's office that is perpendicular to the roadway and displays the same information on both sides of a single structure, stating that this is his understanding of a double-faced sign. He emphasized the importance of the code clearly distinguishing between these configurations. Ms. Lukis responded that a double-faced sign is a defined term in the City Code and is considered a single side, two sides. She noted that the term does not appear elsewhere in the City Code outside of the definitions section.

Mr. Juergens asked Ms. Lukis whether, once the billboard is installed, she would be able to have two contracts. Ms. Lukis responded that there would be one contract per sign

face, noting that FDOT follows the same practice. She explained that there is a permit for one face and a permit for the other face; however, it is still considered a single sign.

Mr. White referenced the code, stating that when a sign is not modified by the terms structure or face, the term sign includes all parts of the sign. He asked a question to the Board regarding whether, in this case, the use of face or structure modifies the interpretation of an off-site digital sign specifically, whether it should be considered two separate signs or two sign faces being interpreted as two signs. Mr. Carrasco stated in the advertising world and in his view, the proposal represents two different signs. Mr. Sexton stated it is the City’s position that these are two signs. Mr. Carrasco asked for confirmation that the City’s position is that they are not sign faces, but rather two separate and distinct signs under the City’s interpretation of the ordinance. Mr. Sexton confirmed. Mr. White then asked whether, if both signs share the same pole, that pole would be considered part of the structure as defined for each sign. Mr. Sexton responded stated that he did not see anything in the definition that would prohibit two signs from being located on the same sign structure. Ms. Lukis stated that, under the City’s interpretation, the proposal would be considered two signs located on the same pole. She noted this has never been View Florida’s position, as they consider the designation of a “double-faced sign” to be superfluous and meaningless, and not tied to any practical enforcement mechanism. She stated View Florida considers the proposal to be a single sign with two faces. Ms. Lukis further explained that, until the meeting, her understanding was that the City’s official position was that the sign was considered a double-faced or double-sided sign.

Motion to deny PH25-0003 to appeal the decision of the Building Official/Growth Management Director.

- RESULT:** DENIED
- MOVER:** Rusty Juergens
- SECONDER:** Brent Malever
- AYE:** Carrasco, Juergens and Malever
- NAY:** White
- RECUSED:** Chairman Hartley
- EXCUSED:** Vice Chair Magamoll

- 5. Public Comments
None.
- 6. Staff Comments
None.
- 7. Board Comments
None.

8. Next Meeting: TBD
7. Adjournment
Meeting adjourned at 6:38PM.