

July 28, 2025

VIA EMAIL

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**Re: View Florida, LLC
Local Permit Fee Under Section 110-191(e)(2) of the City Code**

Dear Mr. Hale and Mr. Sexton:

This firm represents View Florida, LLC. View Florida operates outdoor advertising signs throughout the state and is in the process of applying for a City of Ocala permit to operate a monopole v-shaped, or v-back, billboard sign. I am reaching out about the \$150,000 payment required under section 110-191(e)(2) of the City Code. We read the text of this provision to require a payment of \$150,000 per sign. However, our understanding is that the City advised View Florida that it must pay \$300,000 in order to obtain a permit. View Florida's interpretation of the City Code is explained below, which we would appreciate the opportunity to discuss with you soon.

I. The City Code Requires a \$150,000 Fee per Sign.

Section 110-191(e)(2) provides that "[u]pon the applicant paying city the amount of \$150,000.00, an applicant shall be entitled to place a tri-vision or digital off-site advertising sign in a location where off-site advertising signs are permitted as set forth in this chapter." (emphases added).

Our understanding based on email and telephone correspondence with City planning staff is that the City interprets section 110-191(e)(2) to require applicants to pay \$150,000 per sign face, rather than per sign. This reading would mean each face, or side, of the sign is counted as a separate sign, constituting two total signs.

However, because section 110-191(e)(2) uses the term "sign" while separately defining the term "sign face," our analysis of the section yields a different interpretation. We read the section

to provide that upon payment of \$150,000, the applicant is entitled to a sign permit, regardless of whether the sign will have one or two faces.

Standing alone, the term “sign” includes *both* faces of a dual-faced sign. Section 110-3 of the City Code defines the term “sign” as “any letters, numbers, symbols, graphics, pictures or figures, or combination thereof, which are erected, constructed, placed, attached or painted on a structure or the ground, which identify, advertise or direct attention to a product, business, institution, place, person or event, which can be seen from the public right-of-way. When not modified by the term ‘structure’ or ‘face,’ the term ‘sign’ shall include all parts of the sign and its supporting structure. Unless context requires a different interpretation, sign refers to a digital, static or tri-vision sign.” (emphasis added).

This definition makes plain that (i) the terms “sign” and “sign face” are intended to mean two separate things (indeed, “sign face” is the next defined term in the ordinance), and (ii) a “sign” is inclusive of all parts—not just the faces, supports, etc.—without regard to the orientation of the faces or structural supports.

Even without the express definitions in section 110-3, general principles of statutory construction would also require that the terms “sign” and “sign face”—as different terms used in different ways—to have separate, distinct meanings absent some evidence they are meant to be interchangeable. *Maddox v. State*, 923 So. 2d 442, 446–47 (Fla. 2006) (explaining that the use of different terms in different sections of the same statute is strong evidence that different meanings were intended, and courts will not supply missing terms or modifiers that do not appear in the text of the statute). The term “sign face” appears almost fifty times throughout section 110, signifying that the City has intentionally differentiated between the term “sign” and “sign face” when desired. Yet, section 110-191(e) expressly says “sign,” with no modifier for the number of faces.

We therefore read the permitting fee language from section 110-191(e)(2) to apply to an *entire sign*—“*all parts of the sign and its supporting structure*”—because the fee provision does not include any modifying terms (like “face”).

II. View Florida’s Proposed Monopole Sign is a Single “Sign” Under the Code.

With respect to the specific sign proposed by View Florida, our understanding is that the City relies in part on the configuration of the proposed structure—a v-back sign on a monopole—to justify charging a \$300,000 fee for two separate “signs” under section 110-191(e)(2). It is difficult to conceptualize how a monopole structure could be counted as two signs under the plain text of the definition of “sign.” Moreover, the code draws no distinctions based on the shape or configuration of the proposed sign. It does not state that v-back structures shall be counted as two separate signs. This makes sense, as v-back structures have two faces just like back-to-back structures.

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Critically, the City's interpretation of section 110-191(e)(2) also conflicts with the City's spacing requirements for signs. Under section 110-186 of the code, signs on "the same side of the right-of-way" must be at least 1,000 feet apart from one another. If a v-back sign is counted as two separate signs, then *any* v-back sign, and indeed any back-to-back sign—with each face placed only a few feet, if not inches, apart—would necessarily violate the spacing requirement.

In sum, section 110-191(e)(2) provides that an applicant who pays a \$150,000 fee "shall be entitled to place a tri-vision or digital off-site advertising sign"—not a sign face—"in a location where off-site advertising signs are permitted as set forth in this chapter." Based on this text, our understanding is that section 110-191(e)(2) imposes a fee *per sign*, and not *per sign face*, and contains no suggestion that monopole v-back signs should be treated as two signs as opposed to a single sign with two faces. Accordingly, View Florida should be entitled to erect a monopole v-back sign upon payment of a \$150,000 fee.

View Florida is eager to move forward with permitting this and other proposed signs in the City in an amicable and cooperative manner. Considering our differing interpretations of the City Code, we would like to schedule a call or videoconference to discuss this matter further and clarify next steps to ensure View Florida can obtain its permit in accordance with the requirements of the City code.

Thank you for your consideration, and please feel free to call or e-mail me at any time.

Sincerely,

/s/ Ashley H. Lukis

Ashley H. Lukis