

TOWN OF LONGBOAT KEY  
ZONING BOARD OF ADJUSTMENT  
MINUTES OF JUNE 11, 2015 MEETING

The meeting of the Zoning Board of Adjustment was called to order by Vice Chair Larry Linhart at 9:30 a.m. on Thursday, June 11, 2015.

Members Present: Chair Gaele Barthold; Vice Chair Larry Linhart; Secretary Charles Fuller; Members Jean White

Members Absent: Ann Roth

Also Present: David Jackson, Assistant Town Attorney; Alaina Ray, Planning, Zoning & Building Director; Maika Arnold, Planner; Donna Chipman, Office Manager

Administration of Oath

Jo Ann Mixon, Deputy Town Clerk, swore reappointed member Gaele Barthold.

Election of Officers

Chair

**Mr. Fuller made a MOTION TO NOMINATE GAELE BARTHOLD AS CHAIR OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

There were no other nominations for Chair, and the nominations were closed.

**Mr. Fuller made a MOTION TO APPOINT GAELE BARTHOLD AS CHAIR OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

Vice Chair

**Mr. Fuller made a MOTION TO NOMINATE LARRY LINHART AS VICE CHAIR OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

There were no other nominations for Vice Chair, and the nominations were closed.

**Mr. Fuller made a MOTION TO APPOINT LARRY LINHART AS VICE CHAIR OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

## Secretary

**Mr. Linhart made a MOTION TO NOMINATE CHARLES FULLER AS SECRETARY OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

There were no other nominations for Secretary, and the nominations were closed.

**Mr. Linhart made a MOTION TO APPOINT CHARLES FULLER AS SECRETARY OF THE ZONING BOARD OF ADJUSTMENT; seconded by Ms. White and approved by an unanimous vote.**

## Approval of Minutes

**Ms. White made a MOTION TO APPROVE THE MINUTES OF THE FEBRUARY 12, 2015, ZONING BOARD OF ADJUSTMENT MEETING AS WRITTEN; seconded by Mr. Linhart and approved by an unanimous vote.**

Agenda Item 1. Petition #2-15 by Longboat Key Association, Inc., requesting a Variance from Section 156.08 of the Town of Longboat Key Code of Ordinances to increase the size of the entrance sign to the Longboat Key Club, located at 305 Gulf of Mexico Drive, from the required maximum 42 square feet to 54.25 square feet.

Ms. Chipman swore all those testifying at this hearing. Proof of Advertising in the *Sarasota Herald-Tribune*, the Town Attorney's Opinion and the Staff Report are part of the applicant's file. Rick Benninghove, representing the applicant, presented the Return Receipts to the Board.

David Jackson, Assistant Town Attorney, asked if any members had any Ex Parte communications. Chair Barthold mentioned she did not have any Ex Part communications, but had driven by the sign for a number of years and had looked at the sign recently. Attorney Jackson also asked if anyone had any conflicts of interest, and whether they could be fair and impartial. No conflicts of interest were noted, and everyone indicated they could be fair and impartial.

Mr. Linhart asked why the application was necessary as he understood there was a statement in the application that the graphics and logo were currently within the 42 sq.ft. sign area, and as he read the code, the supporting area was not counted. Alaina Ray, Planning, Zoning & Building Director, explained the supporting area of the sign was included, but it would not be included if it was only a post; however the 'surround' was counted.

Maika Arnold, Planner, reviewed the staff report noting:

- The resort has existed on the current site for over 35 years
- The existing sign is in full compliance with current sign regulations
- The existing sign was located within the median of Longboat Club Road

- The maximum allowed sign was 42 square feet under the current Sign Code regulations

Chair Barthold noted there were two structures under the sign that seem to elevate it. Ms. Arnold replied yes. Chair Barthold clarified to-date, in interpreting the Code, a structure like that, underneath the sign elevating it, has not been included as part of the square footage. Ms. Ray noted that pole columns and structures were not included; however, a platform has been included in the calculations.

Ms. Arnold reviewed a PowerPoint presentation showing the existing conditions, and reviewed the Findings of Fact within the Staff Report.

Mr. Fuller asked that within the sign variance request there was a statement that special conditions do not result from actions of the applicant and that the sign was 25 feet setback from Gulf of Mexico Drive. Ms. Ray pointed out that under the Town's Sign Code they could setback a sign two feet from the right-of-way. Mr. Linhart asked if they could move any sign they wished further towards Gulf of Mexico Drive. Ms. Ray responded as long as they maintained the view triangle.

Mr. Linhart noted he was having difficulty understanding why the support structure was included in the square footage. Ms. Ray commented that was the interpretation that was in place since the enactment of the Sign Code; the board had the authority to decide their own interpretation of the code in applying this variance. Staff did not have measurements that showed what the sign would be if it did not include the bottom rock area. She noted that it had never been changed. Mr. Linhart asked where they draw the line on what was counted. Ms. Ray pointed out that staff's interpretation was to allow the minimum necessary to support the sign. Mr. Linhart asked the Town Attorney to provide comment concerning the definition in the Town Code of 'sign area.' Mr. Fuller asked if staff was including some of the stone in the extra 12.5 feet. Ms. Ray reviewed the proposed sign picture and what was included, which included the stone area and the sign face. Attorney Jackson believed Section 156.08(b)(1) referenced the maximum size of sign face and structure, and did not discuss 'sign area', which allowed a maximum of 42 square feet. He commented there were definitions for 'sign face' and 'sign structure,' which he read and pointed out it was a combination of 'sign face' and 'sign structure' that had to fall within the 42 sq.ft. Ms. Ray reviewed Section 156.08(B), *Freestanding Signs*, and read subsection (B)(1), which references that the maximum size of sign face and structure was 42 sq.ft. Mr. Linhart asked if there was a definition of 'sign area'. Ms. Ray noted it was not included in this section of the code. Mr. Linhart asked if Attorney Jackson believed staff's interpretation was reasonable within the Code. Attorney Jackson responded yes; they were looking at the size of the sign face and structure combined. Discussion ensued on the two 'cones' that were elevating the sign and staff confirmed they were.

Sumner Gotlib, sign consultant for Ocean Properties, explained the owner wished to update their sign noting the current sign was 32 inches tall by 13 feet long. Chair Barthold asked if he agreed that the structure holding it up was included in the 42 sq.ft.. Mr. Gotlib disagreed. He commented that he met with the Town and explained the sign was a prototype that might be carried throughout Islandside, and had asked how they could develop a sign that fits the area, that was elegant, and was somewhat within the code area. He designed the sign, and if he had to make it smaller, they would want to move it towards Gulf of Mexico Drive. The owners had requested that he design a sign that looked better, but wished to stay in its current location. They decided they would like a slightly larger sign, based on the setback. He noted that staff agreed that the stone base, as long as it did not have any copy on it, would not count as square footage.

Discussion ensued on:

- That the area of the sign, when the applicant started the project, had always stayed within the 42 sq.ft. prior to adding decorative materials
- When they redesigned the sign, it resulted in 52.25 sq.ft., but remained at an eight foot height
- That the base of the structure, without copy, was not included in the calculations of the sign area, and including the stone structure resulted in 54 sq.ft.
- Whether the sign would still be in violation if the board granted the application, because staff was interpreting that the sign base was part of the structure, and if granted, they could not install the sign
- If stating the calculation was 54.25 sq.ft, what was included
- Whether it did not include the stone base, based on the code definition of 'sign area'
- Staff's assumption that the 54.26 sq.ft., did include the base, because under the 'freestanding sign' provision, which stated if have to, combine the 'sign face' and 'sign structure' in the 42 sq.ft.; they had repeatedly discussed that if the applicant just did the poles and covered it with landscaping, they would be within the code.

Chair Barthold commented that what was being discussed was a need to request a larger variance. She mentioned the first threshold question was whether the structure was included within the 42 sq.ft. Discussion ensued on 'sign area,' and,

- Any supporting legs have to be included within the 42 sq.ft
- Staff was under the assumption that the 54.25 sq.ft. included everything (from grade up)
- Reviewed 'Sign Area' ' Sign Face' and 'Sign Structure' definitions
- Mr. Gotlib showed a sign with a planter around the sign, noting staff said it would not be included

Mr. Linhart reviewed what was being requested pointing out that based on discussions, they would need a variance double what was being requested.

Mr. Linhart asked if the 42 sq.ft., applied to the face and structure. Ms. Ray replied yes. Mr. Linhart pointed out they were talking about 12 extra feet around the outside of the sign asking if it was both 'sign face' and 'sign structure.' Ms. Ray responded it was part of the face and the structure. Mr. Linhart did not believe the decorative stonework was part of the 'sign face,' and asked if staff agreed that the decorative 12 feet was not part of the 'sign face.' Ms. Ray replied no, and explained that staff calculated that in the 'sign face.' Attorney Jackson noted that the definition of 'sign structure' included decorative cover. Chair Barthold commented that based on computations, they were asking for a variance of 47.25 feet above the required 42 feet.

Mr. Gotlib asked for clarification of the 'Sign Area' language, and noted based on staff's interpretation of that definition, he followed it and designed the base as decorative with two poles holding it up, which could not be seen. Chair Barthold asked if he was amending the application to include a planter, or was he not amending it. Mr. Gotlib responded he would amend the application to include 12 sq.ft. and add a planter to the sign base, which would stay within the variance request. Mr. Linhart asked if staff agreed that the planter would not be included. Ms. Ray explained if the planter was not attached to the sign, and was not supporting it, then it was not part of the sign structure. Mr. Fuller commented he understood the posts were contained in the planter. Mr. Gotlib replied correct. Ms. Ray pointed out that 'sign area' was not relevant to freestanding signs. Mr. Linhart asked if it was the 12 sq.ft. of decorative stone that needed a variance. Chair Barthold noted that if they used the planter, and did not include the decorative stone on either end, then there would not be a need for a variance. Mr. Gotlib agreed; the sign could be 12 feet higher, but they did not wish to build that high.

Robert Goodman, president of Longboat Key Association, noted that the association owned the road, and in order for any sign to be placed on the road, it had to be approved by their road association. He explained when Ocean Properties came to them with the sign, they were very supportive. They felt the sign would be an asset to the road, as they were trying to update the entrance and believed everything they were doing was in the interest of the site and the Town. The current sign was over 20 plus years old. He mentioned that the maintenance of the planter, with flowers and shrubs, would cost between \$10,000-\$15,000 per year.

Rick Benninghove, Director of Resort Operations for Longboat Key Club, understood the concerns, and believed it was a much better look for the island for the sign to be set back from Gulf of Mexico Drive versus at the street; they were attempting to achieve a "good look" and keep it upscale looking.

Discussion ensued on:

- If the planter option was adequately noticed; the planter was not part of the sign
- If the sign was turned down, the applicant could come back and apply again to get the base

- That the board could vote on the planter at this hearing, and if the applicant installed a planter instead of the base structure, they would still need a variance for 12 feet due to the rock shoulders on the sides
- If the board was inclined to approve the 12 foot variance, they could condition it on the use of a planter instead of a stone base

Mr. Benninghove commented they would be willing to amend the application if the board did not want what was presented. They were willing to amend to remove the stone base and utilize the planter as a base, so the request was for a 54.25 sq.ft. variance and use of the planter.

No one else wished to be heard, and the hearing was closed.

Mr. Fuller noted the applicant had indicated that if the board included a condition, they would accept it; however, he did not believe they could amend the application at this hearing. Attorney Jackson explained they could amend it, but he recommended the hearing be continued in order to get the appropriate application in front of the board.

Mr. Linhart did not support a variance for the 12 feet as he did not see a legal basis to grant the variance. He noted that until the Town Code was changed, they would have to comply with the 42 square foot requirement, or either move the sign forward, because he did not see a legal basis for creating the suggestion. Attorney Jackson agreed as it did not address the merits of the variance. Chair Barthold pointed out that even if the board considered the fact for using the planter, the applicant would still need to request a 12 foot variance. She voiced concern with finding a legal basis for a 12 foot variance and acknowledged there were difficulties with the Sign Code, but every business on the key has lived with it. She understood they could accomplish their goal within the code.

Chair Barthold reopened the public hearing.

Mr. Gotlib commented, from an aesthetics point, they believed the sign should remain in its current location. The graphics were within the 42 sq.ft., and they were maintaining the eight feet. He reviewed their answers to the variance criteria. Chair Barthold understood their request for a variance, but the board had to apply strict legal criteria in order to grant the variance.

No one else wished to be heard, and the hearing was closed.

**Mr. Fuller made a MOTION TO DENY PETITION 2-15 seconded by Mr. Linhart and approved by a roll call vote:**

<b>BARTHOLD:</b>	<b>AYE</b>	<b>FULLER:</b>	<b>AYE</b>
<b>LINHART:</b>	<b>AYE</b>		
<b>WHITE:</b>	<b>AYE</b>		

The board recessed from 11:20 AM to 11:25 AM.

New Business. The Board viewed a video on the Florida Sunshine Law and Ethics Code.

Setting Future Meeting Date. The next meeting was tentatively scheduled for July 9, 2015.

Adjournment.

The meeting was adjourned at 11:48 am.

Respectfully submitted,

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Charles Fuller, Secretary  
Zoning Board of Adjustment