

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR OSCEOLA COUNTY, FLORIDA

HELI-PARTNERS PROPERTIES,
LLC,

Appellant,

v.

CASE NO. 2023-AP-000004

OSCEOLA COUNTY, FLORIDA
CODE ENFORCEMENT &
NUISANCE ABATEMENT BOARD

Appellee.

_____ /

On Appeal from the Findings of Fact/
Conclusion of Law and Order Imposing Fine/
Notice of Compliance Hearing of the Osceola County
Code Enforcement Board.

Keith P. Arago, Esquire,
BOGIN, MUNNS & MUNNS, P.A.,
for Appellant.

Natasha B. Bilyer, Esquire,
Assistant County Attorney,
Osceola County, for Appellee.

Before CARSTEN, BEAMER, & YOUNG, JJ.

OPINION

Heli-Partners Properties LLC (“Heli-Partners”) has appealed the Osceola
County Code Enforcement Board’s¹ (“Board”) *Finding of Fact/Conclusion of
Law/Order Imposing Fine/Notice of Compliance Hearing* dated September 20, 2023

¹ The final order under review references the “Osceola County Code Enforcement Board” and was signed by “Code Enforcement Board Attorney,” Sherry Sutphen, and the Chairman of the “Code Enforcement Board,” William Scott Brooks. The various notices of hearing issued in the proceedings below refer to a hearing before the “Code Enforcement & Nuisance Abatement Board.” The Court uses the terminology used within the final order under review.

(“the Order”).² The Order followed a hearing conducted before the five-member Board on the same date. We affirm because the Board’s decision is supported by unambiguous language in the Osceola County Code of Ordinances and because competent substantial evidence establishes that the enforcement proceedings against Heli-Partners were initiated by a code enforcement official and not as the result of an anonymous complaint.

FACTS

In 2016, the Board of County Commissioners of Osceola County passed Ordinance 2016-21. [Appellee’s Appx. Ans. Br. 15-31].³ That ordinance, deemed “warranted in order to better serve the community and to ensure compliance with the Osceola County Comprehensive Plan,” created new provisions and amended existing provisions of the Osceola County Land Development Code, including Outdoor Sign Standards. [See Appellee’s Appx. 15]. Through a new amortization provision identified as article 3.14.12, the Land Development Code provided:

² The record includes a certificate of the Code Enforcement Board’s administrative secretary dated September 25, 2023, stating that the Order “is a true and correct copy of an official public record actually filed in the records of the Osceola County Florida, Code Enforcement Board.” [Appellee’s Appx. 7].

³ Appellee’s index does not comply with Florida Rule of Appellate Procedure 9.220(c), which requires that appendices “be paginated so that the page numbers displayed by the PDF reader exactly match the pagination of the index.” Fla. R. App. P. 9.220(c)(2). The Court’s page references are those displayed by the PDF reader rather than those typed by the bottom by Appellee. Thus, here, the Court’s reference to page 149 corresponds to the one hundred forty-ninth page of the PDF document instead of Appellee’s bates number “p. 147.”

3.14.12 AMORTIZATION

Notwithstanding any other provisions in these regulations to the contrary, signs which conformed to Ordinance 85-5, as amended, but which were made non-conforming by these regulations, shall cease to have protection after September 1, 2022.

Existing signs within the W192 Development Authority corridor which are made non-conforming by Ordinance 2016-21 shall cease to have protection after September 1, 2022.

Signs within the W192 Development Authority corridor, that are within Planned Development Districts with approved sign packages and/or sites with alternative sign standards shall not be subject to amortization.

Signs within approved Planned Development Districts located outside of the W192 Development Authority corridor shall not be subject to amortization.

[Appellee's Appx. 30].

More than three years later, Osceola County Commissioners approved Ordinance 2020-21, again for the purpose of amending the Osceola County Land Development Code "to better serve the community and to ensure compliance with the Osceola County Comprehensive Plan." [Appellee's Appx. 149].⁴ Ordinance 2020-21 created more new provisions and amended existing ones. Among the amendments were the renumbering of the Outdoor Sign Standards from article 3.16 to article 3.17. [Appellee's Appx. 164-81]. The record does not indicate how the Outdoor Sign Standards jumped from article 3.14, as referenced in Ordinance 2016-21, to article 3.16, as used in Ordinance 2020-21. Regardless, by the time this case came to final hearing, the operative language was codified in article 3.17 of the

⁴ Apparent scanning glitches threw off the pagination of Appellee's Appendix, so beginning at page 114, the Appendix fails to comply with Florida Rule of Appellate Procedure 9.220(c), which requires that appendices "be paginated so that the page numbers displayed by the PDF reader exactly match the pagination of the index." Fla. R. App. P. 9.220(c)(2). The Court's page references are those displayed by the PDF reader rather than those typed by the bottom by Appellee. So, here, the Court's reference to page 149 corresponds to the one hundred forty-ninth page of the PDF document instead of Appellee's bates number "p. 147."

Land Development Code, and the amortization wording of article 3.17.12 had not changed since its original adoption in Ordinance 2016-21.

About six months before the amortization grace period neared its end, on March 25, 2022, the Osceola County Department of Community Development issued courtesy notices to Heli-Partners and other property owners along U.S. 192 in western Osceola County (“West 192”), about the possibility that certain signs on their respective properties would become non-conforming violations of the Land Development Code after September 1, 2022. [Appellee’s Appx. 68]. A second courtesy notice dated August 16, 2022, was also sent to Heli-Partners and other property owners. [Id. at 69]. The second notice informed property owners that, “if” any of the described signs existed on their property, the signs would become non-conforming violations after September 1, 2022. The courtesy notices did not reflect a signature of any particular individual but were complimentarily closed as follows:

Sincerely,

**Current Planning/Zoning Office
Community Development
Board of County Commissioners
Zoning@osceola.org
407-742-0200**

[Id. at 68-69]. Property owners along West 192 received a final courtesy notice mailed after expiration of the amortization period, on September 23, 2022. [Id. at 454-55]. None of the notices specified or alleged the actual existence of any particular, problematic signs but, instead, encouraged property owners to

proactively take corrective action in the event any soon-to-be non-conforming signs existed on their property.

During the September 20, 2023, code enforcement hearing, a senior planner with the planning, zoning, and design division testified that the sign involved in this case was “made non-conforming by the regulations in the ordinance that was passed in 2016” and that “the absolute last date” by which owners had to bring their signs into compliance was September 1, 2022. [Appellee’s Appx. 510, 521 (testimony of Amy Templeton)].

Osceola County Code Enforcement Officer Christopher Dawson testified that his investigation of a violation by Heli-Partners began on September 26, 2022, “based on the direct observation of the violations observed by Code Enforcement Manager Thomas Wilkinson.” [*Id.* at 454]. “Inspections began on September 26, 2022.” [*Id.* at 457]. Manager Wilkinson described the case as beginning “with the amortization case we have on West 192.” [*Id.* at 497]. “The Courtesy Notice of Violation was to all the properties on West 192 that did not meet the criteria for the West 192 amortization. That’s how the case started.” [*Id.* at 500]. Between September 26, 2022 and April 6, 2023, Officer Dawson made multiple inspections of the property, noted the existence of the sign violations, and documented his attempts to make contact with the property owner about the violations.

On April 6, 2023, Officer Dawson issued a Notice of Violation to Heli-Partners, citing three violations that he observed and giving Heli-Partners until May 8, 2023, to correct the violations or risk penalties like the issuance of a citation or elevation of the matter to the Code Enforcement Board, which could result in the

imposition of a daily fine. Although Officer Dawson communicated with the property owner on May 5, 2023, Heli-Partners did not correct the violations by the time of reinspection on May 8, 2023, or on May 31, 2023. Therefore, on June 6, 2023, Officer Dawson completed an Affidavit of Violation (Notification of Violation) and posted a Notice of Hearing informing Heli-Partners that it was ordered to appear for the violations on June 21, 2023.

On June 20, 2023, the day before the scheduled hearing, Heli-Partners' attorney requested additional time, which the County granted. Officer Dawson issued an Amended Notice of Hearing, setting the matter for hearing on July 19, 2023. Heli-Partners made a second request for more time, and the County again granted the request. Then, on July 28, 2023, Officer Dawson found two additional violations after inspecting Heli-Partners' property again. He issued a Second Amended Affidavit of Violation adding the two new violations to the three existing violations pending hearing. A Second Amended Notice of Hearing set the original and two new alleged violations for hearing on August 16, 2023. Heli-Partners requested a third continuance, the County consented, and a Third Amended Notice of Hearing issued, setting the five alleged violations for hearing on September 20, 2023.

In addition to testimony, Officer Dawson introduced his investigatory file during the September 20, 2023, hearing. The file documented his inspections of the property, photos from his and other inspections, and portions of the Land Development Code implicated by the alleged violations.

After hearing the evidence and statements of counsel, the Board found that Heli-Partners had been notified of five alleged violations and that the violations numbered 1, 3, 4, and 5, had been proven. The Board determined that Heli-Partners should be required to bring its property into compliance by 8:00 a.m. on December 19, 2023. The written *Finding of Fact/Conclusion of Law/Order Imposing Fine/Notice of Compliance Hearing* that followed the hearing confirmed the Board's findings, ordered Heli-Partners to bring the property into compliance, and notified Heli-Partners that failure to comply would result in the assessment of a civil penalty in the amount of \$250.00 per violation per day for each day after December 19, 2023. The Board found in Heli-Partners' favor with respect to the violation numbered two. This appeal followed.

ANALYSIS

This Court reviews final administrative orders of an enforcement board as a plenary appeal. *See Cent. Fla. Inv., Inc. v. Orange County*, 295 So. 3d 292, 294 (Fla. 5th DCA 2019). Heli-Partners points out that, historically, these appeals have been reviewed in accordance with *City of Deerfield Beach v. Valiant*, 419 So. 2d 624 (Fla. 1982) under a three-prong analysis more commonly associated with certiorari review. Still, this Court's plenary appellate review is less constrained and "all errors below may be corrected: jurisdictional, procedural, and substantive." *Cent. Fla. Inv.*, 295 So. 3d at 295.

Heli-Partners makes two arguments on appeal: (1) that the Land Development Code's provisions governing non-conforming signs are vague and, therefore, unenforceable, and (2) that section 162.21(3)(b), Florida Statutes,

precluded Officer Dawson's investigation and the ensuing enforcement proceedings because no individual reported a potential violation or provided their name and address to Osceola County before the investigation began.

I. The Land Development Code Is Not Vague

Heli-Partners contends that Land Development Code language phasing out protections for formerly conforming signs is vague. The language in question, "shall cease to have protection," is undefined in the Code and is found in article 3.17.12, titled "Amortization." That provision begins:

Notwithstanding any other provisions in these regulations to the contrary, signs which conformed to Ordinance 85-5, as amended, but which were made non-conforming by these regulations, *shall cease to have protection after September 1, 2022.*

Existing signs within the W192 Development Authority Corridor which are made non-conforming by Ordinance 2016-21 *shall cease to have protection after September 1, 2022.*

Art. 3.17.12 (emphasis added).

Heli-Partners asserts that, because the undefined phrase affects its property rights, the phrase must be given its broadest meaning and interpreted in favor of the property owner. Heli-Partners does not explain, however, how giving the disputed language its broadest meaning is helpful to its position. The provision explicitly states in mandatory terms that non-conforming signs "*shall cease to have protection after September 1, 2022.*" *Id.*

Heli-Partners also points out that article 3.17.10 (governing non-conforming signs) does not cross reference the amortization provisions of article 3.17.12, while article 3.17.9(D)(1)(f) (governing the *East U.S. 192 Redevelopment Area*) does.

[Compare Appellee’s Appx. 433-34 with *Id.* at 436-37]. Heli-Partners does not attempt to explain, however, how that distinction renders the plain wording of either article 36.17.10 or article 3.17.12 vague. Although article 3.17.10 does not specifically reference the separate amortization schedule, it begins by cautioning that another provision may alter its application. See Art. 3.17.10(A) (“Except as otherwise provided for in [sic] herein, any sign . . . may be continued. . .”).

Additionally, article 3.17.10(D)(3) unambiguously provides:

A non-conforming sign *shall cease to be allowed, and shall be in violation* of this Code if any of the following events occur:

. . .

3. A sign which has been *found to be in violation of any section of these regulations*, and the facts giving rise to the violation have occurred after the effective date of these regulations.”

[Appellee’s Appx. at 437 (emphasis added)].

In short, the disputed provisions of the Land Development Code are not vague. Whether article 3.17.12 is read separately or together with article 3.17.10, its phrase “shall cease to have protection” unmistakably puts property owners on notice that signs made non-conforming by the passage of Ordinance 2016-21 have no protection from enforcement proceedings after September 1, 2022.

II. An Anonymous Complaint Did Not Instigate the Enforcement Proceedings

Heli-Partners’ second argument refers to section 162.21(3)(b), Florida Statutes, which provides that “[a] code enforcement officer may not initiate *an investigation* of a potential violation of a duly enacted code or ordinance by way of an anonymous complaint.” § 162.21(3)(b), Fla. Stat. (emphasis added). Heli-Partners contends the record shows that the County’s investigation of its property

was illegally initiated on the basis of an anonymous complaint. In support, it points to the testimony of the Code Enforcement Manager, who used the word “complaint” in connection with a vague reference to the West 192 Beautification Board. Heli-Partners suggests that this testimony points to an “anonymous complainant” and that the County’s investigation and enforcement proceedings were illegal under section 162.21(3)(b).

The County, in contrast, argues that a different statute, section 162.06, Florida Statutes, actually governs the issue raised by Heli-Partners. The Court agrees.

Chapter 162, Florida Statutes, governs County or Municipal Code Enforcement. The Chapter is broken into two parts. Part I encompasses sections 162.01-162.13, Florida Statutes, and involves “Local Government Code Enforcement Boards.” Part II encompasses sections 162.21-162.30, Florida Statutes, and involves “Supplemental County or Municipal Code or Ordinance Enforcement Procedures.” The record here establishes that the proceedings fall under Part I.

This case is an appeal from a decision of the Osceola County Code Enforcement & Nuisance Abatement Board, although, as noted in the first footnote, the final order refers to the Board by a different name. Section 7-1(a), Osceola County Code of Ordinances (“Osceola Code”), establishes the Board and references section 162.03, Florida Statutes, as the authority for its creation. The record shows that the enforcement proceedings followed the procedures established in section 7-2, Osceola Code, whereby a code inspector notifies the alleged violator, provides time

to correct the violations, and ultimately elevates issues to the Board for a hearing. Section 7-2 references section 162.06, Florida Statutes.

Although both section 162.06 and section 162.21 disapprove of anonymous complaints, their prohibitions are explicitly different. Section 162.21(3)(b), on which Heli-Partners relies, prohibits initiation of “an investigation,” while section 162.06(1)(b) prohibits initiation of “enforcement proceedings.”

“Investigations” are not synonymous with “enforcement proceedings.” In fact, enforcement proceedings typically follow an investigation. So, the question to be decided is whether the record indicates that the enforcement proceedings that began in April 2023 were initiated on the basis of an anonymous complaint. *The short answer to that question is no.*

The record does not contain any indication that an anonymous complaint specific to Heli-Partners’ property instigated the enforcement proceedings. Instead, the record establishes that the proceedings began within the code enforcement division after Heli-Partners failed to heed three courtesy notices that it and other property owners along West 192 received before and after expiration of the amortization grace period.

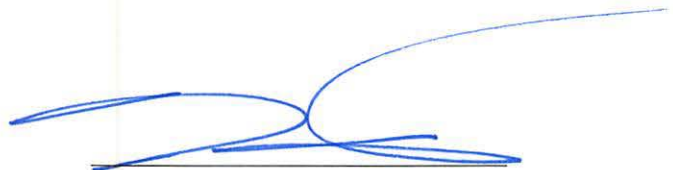
The Court rejects Heli-Partners’ argument that the enforcement proceedings against it began as the result of a complaint by a member of the West 192 Beautification Board. The argument takes the Code Enforcement Manager’s testimony out of context and disregards the full record. Read in full context and in light of the full record, one sees that the Manger’s reference to a “complaint” by the West 192 Beautification Board was simply a generalized concern about “the

amortization” in the months before the grace period expired on September 1, 2022. In other words, without identifying any particular properties, the Beautification Board simply made known its desire to implement the amortization provision for the enhanced appearance and desirability of West 192. Thereafter, the code enforcement division began its work, identified properties with potential non-conforming signs, sent courtesy notices, and commenced enforcement proceedings as necessary, all consistent with the provisions of section 162.06, Florida Statutes.

CONCLUSION

The Land Development Code’s provisions governing non-conforming signs are clear. Enforcement proceedings against Heli-Partners commenced as the result of the Code Enforcement division’s broad investigation of properties that did not meet criteria for the West 192 amortization after amendment of the Osceola Code. Accordingly, the Findings of Fact/Conclusion of Law Order Imposing Fine/Notice of Compliance Hearing entered by the Osceola County Code Enforcement Board on September 20, 2023, is AFFIRMED.

SO ORDERED.



KEITH A. CARSTEN
Presiding Circuit Judge

BEAMER, YOUNG, JJ, concur.

CERTIFICATE OF SERVICE

I CERTIFY that the foregoing was filed with the Clerk of the Court this 24 day of November, 2025, by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all

attorney(s)/interested parties identified on the ePortal Electronic Service List via transmission of Notices of Electronic Filing generated by the ePortal System.


Judicial Assistant