

MEMORANDUM OF POSITION

TO: The Seminole County Board of Adjustment

FROM: Sanford Auto Ventures, LLC (Property Owner)

DATE: June 9, 2026

RE: **Written Argument in Support of Appeal** – Administrative Interpretation
Regarding Outdoor Commercial Inventory

INTRODUCTION & OBJECTIVE

Sanford Auto Ventures, LLC, as the owner of the subject property, submits this written statement to formally request that the Board of Adjustment reconsider the recent administrative interpretation issued by Planning Staff.

We wish to address the core threshold issue directly: our governing Planned Development (PD) explicitly prohibits the *"Outdoor Storage of Merchandise and Materials."* We respect, acknowledge, and fully adhere to this restriction. However, we respectfully disagree with Planning Staff's interpretation and believe it misclassifies our active, front of-house commercial inventory as passive "Outdoor Storage."

With the assistance of legal counsel, we have conducted a review of the Seminole County Land Development Code (LDC), relevant Florida statutory frameworks, and federal regulations. The law uniformly demonstrates that our activity constitutes **Outdoor Display**—a permitted, customary accessory function of our approved commercial retail/showroom use—and is legally distinct from "Outdoor Storage." This memorandum establishes the textual, structural, and common-sense reasons why our inventory configuration fully complies with both our specific PD guidelines and the broader County Code.

1. THE STRUCTURAL & TEXTUAL DISTINCTION BETWEEN "DISPLAY" AND "STORAGE" (LDC SEC. 2.3)

To preserve and execute the exact intent of our PD's restriction, we must examine how the Land Development Code differentiates between commercial retail activities and passive industrial safekeeping. The LDC separates these uses based on the operational intent and physical condition of the property:

- **The Office Showroom Standard:** Under **LDC Section 2.3**, our facility operates squarely under the definition of an *Office Showroom*, which the Code defines as a commercial use where "items for sale are displayed in a showroom" to the public.
- **The Character of "Storage":** Conversely, throughout Chapter 30, the Code treats "Storage" (specifically *Limited Outdoor Storage*) as a passive, back-of-house function where materials, raw commodities, or surplus goods are physically held and contained within boxes, crates, pallets, or shipping containers.
- **Application to Site Inventory:** The motorized commercial equipment on our lot consists of standalone, fully assembled, and operational units. They are not broken down into component parts, they are not stacked on pallets, and they are not enclosed in boxes or crates. They are arranged uniformly to allow direct line-of-sight inspection by visiting commercial and retail clients. Because these units completely lack the physical packaging criteria required to constitute "storage," they must legally be classified under their active commercial purpose: an outdoor showcase designed to induce a lease or sale, which is the definition of retail display.

2. THE "CONTEXT DEMANDS OTHERWISE" MANDATE (LDC SEC.

2.1)

Zoning codes are structured to facilitate orderly commerce, not to produce administrative paradoxes. **LDC Section 2.1** explicitly provides this Board with the administrative authority to prevent absurd outcomes, dictating that the definitions set forth in the Code apply generally "*unless the context clearly demands otherwise.*"

The context of the subject property is a permitted commercial sales, leasing, and showroom facility. Planning Staff has correctly acknowledged that the leasing and renting of our commercial inventory constitutes a recognized form of retail sale. If Staff subsequently interprets our on-site retail inventory as "prohibited storage," it creates an irreconcilable internal contradiction that effectively outlaws the primary business use the County has already approved.

The context of an active vehicle and commercial equipment dealership demands that the primary products being sold or leased be treated as merchandise on display. Section 2.1 gives the Board the exact interpretive tool needed to recognize the commercial reality of our operation and determine that active inventory constitutes a permitted "Display" rather than an industrial "Storage" violation.

3. STATUTORY ALIGNMENT WITH STATE AND FEDERAL CLASSIFICATIONS (LDC SEC. 2.2)

When local zoning definitions are contested or create operational conflict, **LDC Section 2.2** directs the County to look to broader statutory frameworks, including the **Florida Statutes**. Labeling motorized, self-propelled machinery as static "outdoor storage of materials" directly contradicts how these assets are systematically categorized at both the state and federal levels:

- **Florida Statute § 320.01:** State law explicitly categorizes motorized, self-propelled commercial machinery, traction engines, and specialized mobile units as distinct vehicular equipment. They are registered, titled, and mechanically driven transport assets—not static raw materials or stockpiled commodities.
- **Federal DOT Framework (49 CFR § 390.5):** Federal highway and safety regulations classify mobile, motorized machinery as active transportation and commercial assets rather than static merchandise or passive inventory.

In both statutory law and standard commercial practice, an operator does not "store" operational, motorized machinery on a commercial retail lot; one parks or displays them. Treating self-propelled machinery as static "outdoor storage of materials" represents an administrative overreach that ignores the mechanical and legal nature of the assets.

4. PRE-SALE MAINTENANCE & INSPECTION AS A PROTECTED ACCESSORY RIGHT (LDC SEC. 2.3)

We understand that questions have been raised regarding our right to perform routine upkeep, fluid checks, and safety inspections on our inventory on-site. Under **LDC Section**

2.3, an *Accessory Use* is explicitly defined as a function that is "*subordinate to*" and "*customarily incidental to*" the primary approved use of the land or main building.

A retail showroom and leasing center cannot legally or safely execute its primary approved function if it is barred from ensuring its products are operational and safe for public operation. Performing pre-delivery service, routine mechanical checks, and inventory maintenance is completely incidental to a vehicle sales and rental business.

Our facility does not operate a high-intensity, third-party industrial salvage yard or general public repair garage (activities that properly belong in industrial districts such as M-1 or M-2). We perform strictly

proprietary inventory maintenance on our own assets to support our commercial retail showroom. This activity is a fully protected accessory right under the clear parameters of Section 2.3.

5. THE JUDICIAL MANDATE FOR STRICT CONSTRUCTION OF ZONING RESTRICTIONS

Finally, we emphasize a foundational rule of Florida land-use law established by the Florida Supreme Court. In the controlling case of *Rinker Materials Corp. v. City of North Miami*, 286 So. 2d 541 (Fla. 1973), the Court ruled that because zoning regulations restrict an owner's common-law property rights, any ambiguity, overbroad definition, or restrictive interpretation applied by administrative staff must be construed narrowly and strictly in favor of the property owner.

"Zoning ordinances, being in derogation of common law property rights, must be strictly construed in favor of the property owner and against the governing authority seeking to restrict the use of property."
— Florida Supreme Court, *Rinker Materials Corp.*

The restriction in our governing PD against the "Outdoor Storage of Merchandise and Materials" must be interpreted strictly and narrowly. It cannot be expanded by administrative implication to sweep in or prohibit the active, front-of-house *display* of our primary vehicles and equipment. To conflate "display" with "storage" violates longstanding judicial precedent governing property rights in the State of Florida.

Summary of Position:

The outdoor placement of inventory at our facility completely lacks the passive intent, the static nature, and the physical packaging (boxes, crates, or pallets) that characterize "Storage" under the LDC. Instead, it perfectly mirrors the active, public-facing layout of an authorized **Outdoor Display** supporting a permitted **Office Showroom**.

CONCLUSION & RELIEF SOUGHT

As a sophisticated investor and long-term partner in the Sanford commercial corridor, Sanford Auto Ventures, LLC respectfully requests that the Board of Adjustment uphold the plain language of the Land Development Code, apply the common-sense contextual interpretation expressly permitted by Section 2.1, and grant our appeal. We ask the Board to clarify for the record that active inventory on an authorized commercial lot constitutes a permitted Outdoor Display and that routine inventory maintenance is a protected accessory right.

Respectfully submitted,

Sanford Auto Ventures, LLC

Property Owner