

ORDINANCE NO. 1428

AN ORDINANCE OF THE CITY OF PANAMA CITY BEACH, FLORIDA, AMENDING THE CITY OF PANAMA CITY BEACH SIGN CODE AND OTHER SIGN RELATED RULES FROM THE LAND DEVELOPMENT CODE AND CODE OF ORDINANCES TO ENSURE CONSISTENCY WITH RECENT JUDICIAL DECISIONS; CREATING A DEFINITION FOR NON-COMMERCIAL SIGNS AND REVISING DEFINITIONS TO REDUCE DISTINCTIONS BETWEEN TYPES OF NON-COMMERCIAL SIGNS; DELETING CERTAIN DEFINITIONS; AMENDING THE SIGN CODE TO AVOID CONTENT BASED DISTINCTIONS BETWEEN THE REGULATION OF VARIOUS TYPES OF NON-COMMERCIAL SIGNS; AMENDING THE SIGN CODE TO ENSURE THAT NON-COMMERCIAL SIGNS ARE NOT REGULATED MORE STRICTLY THAN COMMERCIAL SIGNS; ALLOWING SUBSTITUTION OF A DIFFERENT NON-COMMERCIAL MESSAGE WHEN ANOTHER NON-COMMERCIAL MESSAGE HAS BEEN SPECIFICALLY ALLOWED; EXCEPT FOR WARNING AND SAFETY SIGNS, ALLOWING A NON-COMMERCIAL SIGN TO BE SUBSTITUTED FOR AN EXEMPT SIGN; DELETING SIGN RULES THAT RELY ON A DECLARATION OF A COMMUNITY EVENT; ESTABLISHING REASONABLE LIMITS ON THE NUMBER OF CERTAIN TYPES OF SIGNS ALLOWED WHEN NO LIMIT EXISTED; REVISING THE RULE FOR TRANSIENT RESIDENTIAL RENTAL SIGNS TO CLARIFY THAT IT APPLIES TO SIGNS ADVERTISING THE TRANSIENT RESIDENTIAL RENTAL RATHER THAN ALL SIGNS; REVISING THE SIGN CODE'S SEVERABILITY CLAUSE; REQUIRING THAT SIGN RELATED REQUIREMENTS OR REGULATIONS FROM OTHER SECTIONS OF THE LAND DEVELOPMENT REGULATIONS AND CODE OF ORDINANCES ARE SUBJECT TO THE SIGN CODE; RELOCATING CERTAIN SIGN RELATED RULES TO THE SIGN CODE; REPEALING ALL ORDINANCES IN CONFLICT TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the regulation of signs by the City of Panama City Beach (the "City") relates to rights under the First Amendment of the Constitution of the United States, which has been the subject of ongoing interpretation by the judiciary; and

WHEREAS, it is prudent for the City to reevaluate and update the City of Panama City Beach Sign Code (the "Sign Code") in light of the United States Supreme Court's opinion in *Reed v. Town of Gilbert*, 135 S. Ct. 2218 (2015) ("*Reed*" or the "*Reed* decision")

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and subsequent cases that applied *Reed*; and

WHEREAS, the *Reed* decision clarified content-based regulation of speech, rather than just viewpoint based regulation of speech is subject to "strict scrutiny" meaning that the regulation must be narrowly tailored to a compelling government interest, a standard that few restrictions on speech meet; and

WHEREAS, in *Reed*, the Supreme Court held that government regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed;

WHEREAS, the *Reed* case involved a comparison of rules applicable to three types of non-commercial signs (temporary directional signs for the events of non-profit groups, temporary political signs, and ideological signs) [see *Peterson v. Vill. of Downers Grove*, 150 F. Supp. 3d 910, 927-28 (N.D. Ill. 2015) ("But the majority never specifically addressed commercial speech in *Reed*, which is not surprising, because the Supreme Court did not need to address that issue: all of the restrictions at issue in *Reed* applied only to non-commercial speech")]; and

WHEREAS, the majority opinion by Justice Thomas repeatedly describes how the disparate treatment of these three types of non-commercial signs is content-based and not allowed strict scrutiny; and

WHEREAS, the Justice Thomas's majority opinion does not discuss commercial speech or use any examples of commercial speech;

WHEREAS, in *Reed*, the only direct discussion of the rules for commercial speech is in a Justice Breyer's concurrence, where he wrote approvingly of applying less strict standards to commercial speech [*Reed* at 2235 (citing *Central Hudson Gas & Elec. Corp. v. Public Service Comm'n of N. Y.*, 447 U.S. 557, 562-563 (1980))];

WHEREAS, the *Reed* majority suggested distinctions that "hinge on 'whether and when' an event is occurring' . . . that permit citizens to post signs on any topic whatsoever within a set period leading up to an election, for example," would be valid [*Reed* at 2231];

WHEREAS, Justice Alito's concurring opinion in *Reed* joined in by Justices Kennedy and Sotomayer pointed out that municipalities still have the power to enact and enforce reasonable sign regulations;

WHEREAS, the City recognizes Justice Alito's concurring opinion provided a list of rules that would not be content-based including the following: (1) rules regulating the

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size of signs, which rules may distinguish among signs based upon any content-neutral criteria such as those listed below; (2) rules regulating the locations in which signs may be placed, which rules may distinguish between freestanding signs and those attached to buildings; (3) rules distinguishing between lighted and unlighted signs; (4) rules distinguishing between signs with fixed messages and electronic signs with messages that change; (5) rules that distinguish between the placement of signs on private and public property; (6) rules distinguishing between the placement of signs on commercial and residential property; (7) rules distinguishing between on-premises and off-premises signs; (8) rules restricting the total number of signs allowed per mile of roadway; and (9) rules imposing time restrictions on signs advertising a one-time event, where rules of this nature do not discriminate based on topic or subject and are akin to rules restricting the times within which oral speech or music is allowed;

WHEREAS, the City recognizes that Justice Alito further noted in *Reed* that in addition to regulating signs put up by private actors, government entities may also erect their own signs consistent with the principles that allow governmental speech [see *Pleasant Grove City, Utah v. Summum*, 555 U.S. 460, 467-469 (2009)], and that government entities may put up all manner of signs to promote safety, as well as directional signs and signs pointing out historic sites and scenic spots;

WHEREAS, Justice Breyer also noted in his concurring opinion in *Reed* that “[t]he Court has also said that “government speech” escapes First Amendment strictures [citing *Rust v. Sullivan*, 500 U.S. 173, 193-194 (1991)];

WHEREAS, the City recognizes that Justice Alito noted that the *Reed* decision, properly understood, will not prevent cities from regulating signs in a way that fully protects public safety and serves legitimate esthetic objectives, including rules that distinguish between on-premises and off-premises signs;

WHEREAS, historically different levels of protection have applied to First Amendment rights related to signs, with topics like obscenity and defamation receiving the least protection, followed by commercial speech, followed by non-commercial speech; and

WHEREAS, the Supreme Court has been clear that it is that Court's own prerogative to overrule its precedent [see *Shalala v. Ill. Council on Long Term Care, Inc.*, 529 U.S. 1, 18, 120 S.Ct. 1084, 146 L.Ed.2d 1 (2000) (“This Court does not normally overturn, or so dramatically limit, earlier authority *sub silentio*.”)]; *Rodriguez de Quijas v. Shearson/Am. Express, Inc.*, 490 U.S. 477, 109 S.Ct. 1917, 104 L.Ed.2d 526 (1989) (“If a precedent of th[e] [Supreme] Court has direct application in a case, yet appears to rest on reasons rejected in some other line of decisions, the Court...should follow the case which directly controls,

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leaving to th[e] [Supreme] Court the prerogative of overruling its own decision”]; and

WHEREAS, in *Reed*, the Court did not discuss overruling the commercial speech standards established in its earlier *Central Hudson* case [see *RCP Publications Inc. v. City of Chicago*, No. 15 C 11398, 2016 WL 4593830, at *4 (N.D. Ill. Sept. 2, 2016) (“*Reed* did not even cite to *Central Hudson*, let alone expressly modify or overrule it.”)]; and

WHEREAS, the *Reed* decision cited the 11th Circuit case *Solantic, LLC v. Neptune Beach* approvingly as an example of a lower court holding “that similar content-based sign laws receive strict scrutiny” and that “there is no evidence that towns in those jurisdictions have suffered catastrophic effects,” *Reed* at 2232;

WHEREAS, *Solantic* confirmed the intermediate scrutiny test for commercial speech but provided that “[b]ecause the sign code does not regulate commercial speech as such, but rather applies without distinction to signs bearing commercial and noncommercial messages, the *Central Hudson* test has no application here” [*Solantic, LLC v. City of Neptune Beach*, 410 F.3d 1250, 1269 (11th Cir. 2005)];

WHEREAS, following the *Reed* decision, there was widespread uncertainty as to how to apply the *Reed* holding, particularly as to categories of speech that have traditionally been protected under on lesser standards than strict scrutiny such as commercial speech pursuant to intermediate scrutiny and professional speech pursuant to heightened scrutiny; and

WHEREAS, following the *Reed* decision, and after this ordinance was originally submitted to the Planning Board for consideration, the United States Supreme Court acknowledged and applied the relaxed test for commercial speech [*Matal v. Tam*, 137 S. Ct. 1744, 1763-65 (2017); see also *Expressions Hair Design v. Schneiderman*, 137 S. Ct. 1144, 1151 (2017)];

WHEREAS, the 11th Circuit Court of Appeals is the highest appellate court under the United States Supreme Court with jurisdiction over the City regarding federal constitutional issues; and

WHEREAS, following the *Reed* decision, the 11th Circuit Court of Appeals confirmed that “[c]ommercial speech is a narrow category of necessarily expressive communication that is “related solely to the economic interests of the speaker and its audience,” (citations omitted) or that “does ‘no more than propose a commercial transaction,’” (citations omitted) [*Dana's R.R. Supply v. Attorney Gen., Florida*, 807 F.3d 1235, 1246-47 (11th Cir. 2015)];

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WHEREAS, in the same case the 11th Circuit Court of Appeal went on to say:

As is so often true, the general rule that content-based restrictions trigger strict scrutiny is not absolute. Content-based restrictions on certain categories of speech such as commercial and professional speech, though still protected under the First Amendment, are given more leeway because of the robustness of the speech and the greater need for regulatory flexibility in those areas. *See, e.g., Sorrell v. IMS Health Inc.*, 564 U.S. ----, 131 S.Ct. 2653, 180 L.Ed.2d 544 (2011) (commercial speech); *Wollschlaeger v. Governor of Florida*, 797 F.3d 859 (11th Cir.2015) (professional speech). For these categories of speech, the inquiry is the more flexible, yet still searching, standard of intermediate scrutiny. *See Cent. Hudson Gas v. Pub. Serv. Comm'n of N.Y.*, 447 U.S. 557, 564, 100 S.Ct. 2343, 2350, 65 L.Ed.2d 341 (1980) (describing the test for commercial speech); *Wollschlaeger*, 797 F.3d at 893–97 (applying the same test to professional speech). Under intermediate scrutiny “restrictions directed at commerce or conduct” may be upheld – assuming they further a substantial government interest and are narrowly tailored – even if they “impos[e] incidental burdens on speech.” *Sorrell*, 564 U.S. at ----, 131 S.Ct. at 2664–65.

[*Dana's R.R. Supply* at 1246];

WHEREAS, when the 11th Circuit Court of Appeals later faced a similar issue in *Wollschlaeger v. Governor, Florida* regarding “heightened scrutiny” for professional speech, the court continued to evaluate professional speech under heightened scrutiny and declined to decide the question of whether strict scrutiny should apply after *Reed* since the law in questions could not survive heightened scrutiny [*see* 848 F.3d 1293 at 1301 (11th Cir. 2017)];

WHEREAS, following *Reed*, the large majority of courts have found that *Reed* did not overrule cases that made some categories of speech subject to less than strict scrutiny, such as the “intermediate scrutiny” test applicable to commercial speech; and

WHEREAS, these decisions come from most of the nation’s judicial circuits in addition to the 11th Circuit and include, but are not limited to:

- 1st Circuit: Not addressed yet by First Circuit Court of Appeals, but *see Massachusetts Ass'n of Private Career Sch. v. Healey*, 159 F. Supp. 3d 173, 192-93 (D. Mass. 2016) (recognizing that “only a small number of courts have addressed First Amendment challenges to commercial-speech regulations since *Reed*, almost all of them have

concluded that *Reed* does not disturb the Court's longstanding framework for commercial speech under *Central Hudson*" and finding that *Reed* does "not appear to overrule, or diminish, the well-established principle of . . . less than strict review" for commercial speech);

- 2nd Circuit: *Poughkeepsie Supermarket Corp. v. Dutchess Cty.*, 648 Fed.Appx. 156, 157 (2d Cir. 2016) (in a summary order, providing that "[r]estrictions on commercial speech are subject to intermediate scrutiny review."); *see also*, *Boelter v. Advance Magazine Publishers Inc.*, No. 15 CIV. 5671 (NRB), 2016 WL 5478468, at *13 (S.D.N.Y. Sept. 28, 2016) (applying intermediate scrutiny to commercial speech and stating "We do not read [*Reed* or *Sorrell*] to overrule *Central Hudson* and its progeny . . . [a]bsent further guidance from the Supreme Court or the Second Circuit, we join numerous courts in applying *Central Hudson* to commercial speech following *Reed* and *Sorrell*");
- 3rd Circuit: *Free Speech Coal., Inc. v. Attorney Gen. United States*, 825 F.3d 149, 161, 176 (3d Cir. 2016) (agreeing with the dissent that it is doubtful that *Reed* has overturned the *Renton* secondary effects doctrine, with dissent reasoning "[t]he Court also established years ago that the Constitution "accords a lesser protection" to another distinct form of speech—commercial speech—and has therefore applied intermediate scrutiny to laws affecting this speech");
- 4th Circuit: Not addressed yet by Fourth Circuit Court of Appeals;
- 5th Circuit: Not addressed yet by Fifth Circuit Court of Appeals, *but see Auspro Enterprises, LP v. Texas Dep't of Transportation*, 506 S.W.3d 688, 706 (Tex. App. 2016) (reviewing state billboard regulations and acknowledging "that *Reed's* holding seems to affect only restrictions of noncommercial speech");
- 6th Circuit: Not addressed yet by Sixth Circuit Court of Appeals, *but see Chiropractors United for Research & Educ., LLC v. Conway*, 2015 WL 5822721, at *5 (W.D.Ky. Oct. 1, 2015) (*appeal pending*) ("Because the [challenged] [s]tatute constrains only commercial speech, the strict scrutiny analysis of *Reed* is inapposite.");
- 7th Circuit: *BBL, Inc. v. City of Angola*, 809 F.3d 317, 326 (7th Cir. 2015) ("We don't think *Reed* upends established doctrine for evaluating regulation of businesses that offer sexually explicit entertainment, a category the Court has said occupies the outer fringes of First Amendment protection"); *see also*, *RCP Publications Inc. v. City of Chicago*, No. 15 C 11398, 2016 WL 4593830, at *4 (N.D. Ill. Sept. 2, 2016) ("[t]his Court, however, does not see

Reed as overturning the Supreme Court's consistent jurisprudence subjecting commercial speech regulations to a lesser degree of judicial scrutiny . . . [t]he case says nothing of the kind, indeed, it does not even address the commercial-noncommercial distinction.”); *Peterson v. Vill. of Downers Grove*, 150 F. Supp. 3d 910, 928 (N.D. Ill. 2015) (“absent an express overruling of *Central Hudson*, which most certainly did not happen in *Reed*, lower courts must consider *Central Hudson* and its progeny – which are directly applicable to the commercial-based distinctions at issue in this case – binding”); *Geft Outdoor LLC v. Consolidated City of Indianapolis*, 187 F.Supp.3d 1002, 1016–17, 2016 WL 2941329, at *10 (S.D. Ind. May 10, 2016) (determining that *Reed*'s holding is limited to noncommercial speech);

- 8th Circuit: Not addressed directly by Eight Circuit Court of Appeals, *but see Josephine Havalak Photographer, Inc. v. Vill. of Twin Oaks*, No. 16-3377, 2017 WL 3159678, at *5 (8th Cir. July 26, 2017) (declining to apply strict scrutiny to an ordinance that applied to all commercial speech in neighborhood park);
- 9th Circuit Court of Appeals: *First Resort, Inc. v. Herrera*, 860 F.3d 1263, 1275 (9th Cir. 2017) (continuing to apply intermediate scrutiny to commercial speech after the *Reed* decision); *United States v. Swisher*, 811 F.3d 299, 313 (9th Cir. 2016) (noting that certain “traditional categories of content-based restrictions that are not subject to strict scrutiny under the First Amendment”); *see also, CTIA–The Wireless Association v. City of Berkeley, Cal.*, 139 F.Supp.3d 1048, 1061 (N.D. Cal. 2015) (noting that “the Supreme Court has clearly made a distinction between commercial speech and noncommercial speech ... and nothing in its recent opinions, including *Reed*, even comes close to suggesting that that well-established distinction is no longer valid”); *Contest Promotions, LLC v. City & Cty. of San Francisco*, No. 15-CV-00093-SI, 2015 WL 4571564, at *4 (N.D. Cal. July 28, 2015) (“However, *Reed* does not concern commercial speech, and therefore does not disturb the framework which holds that commercial speech is subject only to intermediate scrutiny as defined by the *Central Hudson* test”); *California Outdoor Equity Partners v. City of Corona*, 2015 WL 4163346, at *10 (C.D. Cal. July 9, 2015) (“*Reed* does not concern commercial speech, let alone bans on off-site billboards . . . [t]he fact that *Reed* has no bearing on this case is abundantly clear from the fact that *Reed* does not even cite *Central Hudson*, let alone apply it.” (*emphasis deleted*));
- 10th Circuit: Not addressed yet by Eight Circuit Court of Appeals;
- Court of Appeals for the Federal Circuit: *In re Tam*, 808 F.3d 1321, 1337–39, 1355-56 (Fed. Cir. 2015) (*en banc*) (analyzing whether speech was commercial and discussing and applying intermediate scrutiny test for commercial speech);

WHEREAS, while there are a handful of cases suggesting that *Reed* means

commercial speech may not be regulated more strictly than non-commercial speech, normally the facts and full context of those cases reveal other reasons for the decisions [see, e.g., *Sweet Sage Café, LLC v. Town of N. Redington Beach, Florida*, No. 8:15-CV-2576-T-30JSS, 2017 WL 385756, at *9 (M.D. Fla. Jan. 27, 2017) (*appeal pending*) (suggesting that town must justify restrictions on commercial speech similarly to non-commercial speech and declaring sign ordinance facially unconstitutional, but ultimately the ordinance had the same content based infirmities as the *Reed* ordinance--exemptions that favored some categories of non-commercial speech over and others and commercial speech over non-commercial speech); and

WHEREAS, many of the City's rules relating to signs, in both the Land Development Regulations and the Code of Ordinances, were carefully adopted to survive intermediate scrutiny and, therefore, should continue to be valid under their original adoptions; and

WHEREAS, the City intends for this ordinance to eliminate content-based distinctions between nearly all types of Non-Commercial Signs; and

WHEREAS, in an abundance of caution, the City has eliminated some content-based distinctions between types of Commercial Signs; and

WHEREAS, it appears that the Town of Gilbert's approach to correcting the constitutional flaws in its sign code found by the Supreme Court was to add a substitution clause allowing non-commercial speech in place of commercial speech or other non-commercial speech; and

WHEREAS, Panama City Beach's Sign Code already includes this type of substitution regarding commercial speech, but the City wishes to emphasize it more clearly and expand it to ensure that it is used to avoid invalid discrimination between one type of non-commercial speech over another or any favoritism of commercial speech over non-commercial speech; and

WHEREAS, the City has excepted Warning and Safety Signs from this substitution clause because these Signs are necessary for a compelling governmental interest and due to the nature of the causes for placement of these Signs, the City cannot reasonably predict the locations, numbers, and sizes for Warning and Safety Signs needed for a given Premises to ensure safety and health within the City; and

WHEREAS, in recent years the City discontinued the practice of declaring Community Events, in part due to Constitutional concerns; and

WHEREAS, the City wishes to eliminate the portions of the Sign Code that rely on the declaration of a Community Event by the City; and

WHEREAS, in addition to the Sign Code, other rules exist in the City's Land Development Regulations and Code of Ordinances that regulate or require signs; and

WHEREAS, the City finds it prudent to move some of the rules from other parts of the Land Development Code to the Sign Code and confirm and formally make other rules from the Land Development Code and Code of Ordinances subject to certain generally applicable portions of the Sign Code, which have been designed to ensure that sign regulations are applied validly under the Constitution; and

WHEREAS, the City finds and determines that under Florida law, whenever a portion of a statute or ordinance is declared unconstitutional, the remainder of the act will be permitted to stand provided: (1) the unconstitutional provisions can be separated from the remaining valid provisions; (2) the legislative purpose expressed in the valid provisions can be accomplished independently of those which are void; (3) the good and the bad features are not so inseparable in substance that it can be said that the legislative body would have passed the one without the other; and (4) an act complete in itself remains after the valid provisions are stricken [*see, e.g., Waldrup v. Dugger*, 562 So.2d 687(Fla. 1990)];

WHEREAS, the City finds and determines that there have been several judicial decisions where courts have not given full effect to severability clauses that applied to sign regulations and where the courts have expressed uncertainty over whether the legislative body intended that severability would apply to certain factual situations despite the presumption that would ordinarily flow from the presence of a severability clause;

WHEREAS, the City finds and determines that the City has consistently adopted and enacted severability provisions in connection with its ordinance code provisions; and the City wishes to ensure that severability provisions apply to its land development regulations, including its sign standards;

WHEREAS, the City finds and determines that there is an ample record of its intention that the presence of a severability clause in connection with the City's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any provision is invalid or unconstitutional for any reason whatsoever;

WHEREAS, the City finds and determines that the Land Development Code's

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severability clause was adopted with the intent of upholding and sustaining as much of the City's regulations, including its sign regulations, as possible in the event that any portion thereof (including any section, sentence, clause or phrase) be held invalid or unconstitutional by any court of competent jurisdiction;

WHEREAS, the City finds and determines that the failure of some courts to uphold severability clauses has led to an increase in litigation seeking to strike down sign ordinances in their *entirety* so as to argue that the developers' applications to erect prohibited sign types, such as billboards, must be granted;

WHEREAS, the City finds and determines that there be an ample record of its intention that the presence of a severability clause in connection with the City's sign regulations be applied to the maximum extent possible, even if less speech would result from a determination that any exceptions, limitations, variances or other provisions are invalid or unconstitutional for any reason whatsoever;

WHEREAS, the City finds and determines that the Land Development Regulation's "cap and replace" rules for Off Premises Signs should continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City finds and determines that there be an ample record that it intends that the height and size limitations on free-standing and other signs continue in effect regardless of the invalidity or unconstitutionality of any, or even all other, provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason whatsoever;

WHEREAS, the City finds and determines that there be an ample record that it intends that each prohibited sign-type continue in effect regardless of the invalidity or unconstitutionality of any, or even all, other provisions of the City's sign regulations, other ordinance code provisions, or other laws, for any reason(s) whatsoever;

WHEREAS, the City finds and determines that there have been billboard developers who have mounted legal challenges to a sign ordinance, either in its entirety or as to some lesser portion, and argued that there existed a vested right to erect a billboard through the mere submission of one or more prior permit applications, so that in the event that the billboard developer is successful in obtaining a judicial decision that the entirety or some lesser portion of a sign ordinance or its permitting provisions are invalid or unconstitutional, the billboard developer might then seek to compel the local governmental unit to issue a permit to allow the billboard developer to erect a permanent

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billboard structure within the local government's jurisdiction;

WHEREAS, the City finds and determines that it desires to make clear that additional Off Premises Signs are not a compatible land use within the City and that there can be no good faith reliance by any prospective Off Premises Signs developer under Florida vested rights law in connection with the prospective erection or construction of additional Off Premises Signs within the jurisdictional limits of the City;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PANAMA CITY BEACH:

SECTION 1. From and after the effective date of this ordinance, Section 5.07 of the Land Development Code of the City of Panama City Beach, which is the City of Panama City Beach's Sign Code, is amended to read as provided by Appendix 1 (new text **and underlined**, deleted text ~~struck through~~).

SECTION 2. The following section is created as Section 1.06.06 of the Land Development Code of the City of Panama City Beach (new text **bold and underlined**):

Applicability of Sign Code. The City has adopted comprehensive regulations for Signs in the City of Panama City Beach Sign Code as part of this Land Development Code. Whenever this Land Development Code provides a requirement or regulation for a sign that meets the definition of a Sign as provided by the Sign Code, such requirement or regulation shall be subject to the Sign Code and such Sign shall comply with the Sign Code, unless that requirement or regulation states an express exemption from the Sign Code. In addition, if another section of the Land Development Code requires a Sign that the Sign Code would not allow, then the Sign shall be allowed, but shall otherwise comply with and be subject to the requirements of the Sign Code. This Land Development Code may allow for modified Sign standards in an Overlay District or a Planned Unit Development, but any such modified standards remain subject to 5.07.01, 5.07.02, 5.07.05, 5.07.10, and 5.07.12, as amended.

SECTION 3. The following deletions are made to the Land Development Code of

the City of Panama City Beach based on the deleted clauses being relocated to the City of Panama City Beach's Sign Code:

- 4.05.03 G. regarding entrance *Signs* for entrance and exit of a *Parking Lot* or *Parking Garage*
- 4.05.04 F. regarding signs on *Pedestrian Crossovers*
- 5.04.33 C. regarding signs for *Transient Residential Rentals*

SECTION 4. The following section is created as part Chapter 1-General Provisions of the Panama City Beach Code of Ordinances (new text **bold and underlined**):

Applicability of Sign Code. The City has adopted comprehensive regulations for signs in the City of Panama City Beach Sign Code contained in the Land Development Code of the City of Panama City Beach, Florida. This Code of Ordinances contains requirements and regulations that relate to signs. Whenever this Code of Ordinances provides a requirement or regulation for a sign that meets the definition of a Sign as provided by the Sign Code, such requirement or regulation shall be subject to the City of Panama City Beach Sign Code and such Sign shall comply with City of Panama City Beach Sign Code, except that if the Code of Ordinances requires a Sign that the City of Panama City Beach Sign Code would not allow, then the Sign shall be allowed but shall otherwise comply with and be subject to the requirements of the Sign Code.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are repealed to the extent of such conflict.

SECTION 6. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the Panama City Beach Land Development Code and Panama City Beach Code of Ordinances, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and

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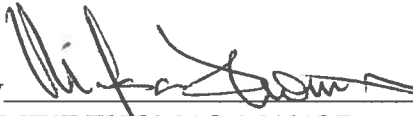
changed whenever necessary or convenient.

SECTION 7. This Ordinance shall take effect immediately upon passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Council of the City of Panama City Beach, Florida, this 14th day of September, 2017.

CITY OF PANAMA CITY BEACH

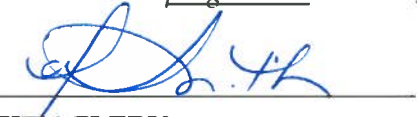
ATTEST:

By 
MIKE THOMAS, MAYOR


CITY CLERK
Deputy

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POSTED on pcb.gov.com on the 15th day of September, 2017.


CITY CLERK
Deputy

5.07.00 SIGN CODE

5.07.01 Definitions and Short Title.

This section 5.07.00 shall be known as the "**City of Panama City Beach Sign Code.**"

(Ord. #1254, 11/14/13)

As used in this section, the following additional, defined terms have the meanings assigned to them. When one or more defined terms are used together, their meanings shall also be combined as the context requires or **Permits.**

Abandoned Sign: a **Sign** which was **Erected** or used in conjunction with a business or other use or activity that has been voluntarily or involuntarily discontinued, vacated, closed or abandoned for a period of ninety (90) days in any one hundred twenty (120) day period regardless of whether that business or other use or activity is thereafter recommenced, or a **Sign** pertaining to an event or purpose that has passed in time.

Animated Sign: a **Sign** which includes action, motion, or color changes, or the optical illusion of action, motion, or color changes, including **Signs** using electronic ink, **Signs** set in motion by movement of the atmosphere, or made up of a series of sections that turn, or including any type of screen using animated or scrolling displays, such as an LED (light emitting diode) screen or any other type of video display, even if the **Copy** is frozen between animations or movement. A **Multi-Vision Sign** is not an **Animated Sign.**

Back-to-Back Sign: a **Sign** constructed as a single device or on a single **Sign Structure** with two **Faces** of substantially the same size oriented in generally opposing directions and at no point more than four (4) feet apart.

Banner: a **Sign** consisting entirely of a flexible substrate such as vinyl or fabric on which **Copy** or graphics may be displayed. A self-supporting structural material is not a flexible substrate.

(Ord. # 1244, 12-13-12)

Beacon: a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting attention.

Bench Sign: a **Sign** attached or applied to a seat or bench intended for human occupancy.

Building: a permanent **Structure** with at least four (4) opposing sides and a **Roof**, and intended for human occupancy.

(Ord. # 1244, 12-13-12)

Building Frontage: the length of that side of the principal **Building** on a **Premises** that **Faces** the **Frontage** of that **Premises**, measured in a straight line and excluding any **Canopy** or other portion of the **Building** extending beyond its foundation.

Building Glass Area: an opening in a **Building** typically, but not necessarily, covered by transparent or translucent material, such as a window or glass door; **Building Glass Area** includes an open door, passage, window or similar opening in a **Building.**

Building Sign: a **Wall, Projecting, or Canopy Sign.**

Business District: an **Area** or zone designated for business, tourist or other **Commercial** use by the zoning or land use regulations of the **City**.

Canopy: any shelter over a door, entrance, window, or outdoor service area, supported partially or entirely from the exterior wall of a **Building**, including an awning or marquee.

Canopy Sign: any **Sign** that is a part of or printed, stamped, stitched or otherwise applied onto a **Canopy**.

Changeable Copy Sign: a **Sign** which displays a series of messages or images which are changed mechanically, electronically, manually in the field or by any other means, including LED technology. **Changeable Copy Signs** frequently but not necessarily contain a separate cabinet or space on the **Sign** within which **Copy** is changed. A **Changeable Copy Sign** with one or more **Off-Premises Sign** messages is an **Off-Premises Sign**.

Corner Premises: a **Premises** with an improved **Street** bordering at least one side and intersecting its **Frontage Street**.

Commercial: of, in or related to the creation, transport, holding, buying, selling, exchange, disposition or delivery of goods, services, money or anything of value, tangible or intangible, regardless of whether such action is taken by a natural or artificial person, when a significant purpose of such action is to generate revenue, including not for profit entities, or by a religious, educational or charitable concern.

Commercial Mascot or Sign Holder: humans or animals used as advertising devices for **Commercial** establishments by the wearing of costumes, insignia or masks associated with a **Commercial** establishment, or by holding or waving a **Sign** with a **Commercial Message** or a device with moving parts intended to attract attention to a **Commercial** establishment. A **Commercial Mascot** includes by way of example and not limitation, clowns, stilts-walkers, persons waving **Signs** and **Sign**-twirlers.

Commercial Message: any **Sign** wording, logo, or other representation or image that directly or indirectly names, advertises, or calls attention to a product, service, sale or sales event or other **Commercial** activity.

Copy: the linguistic or graphic content of a **Sign**.

Digital Light Show: a digital mapping projection which may appear to be three dimensional and is typically projected upon the vertical surface of a **Building** or other **Structure**.

(Ord. # 1244, 12-13-12)

Dilapidated Sign: any **Sign** which is structurally unsound, fails to meet applicable **Building**, electrical and safety codes, has defective parts or is in need of painting or **Maintenance**.

Directional Sign: a traffic **Sign** or symbol on private property (including by way of example and not limitation "**Entrance**," "**Exit**," "**No Parking**," "**Turn**" and "**Slow**" **Signs**) which may contains ~~no **Commercial Message** other content except as prohibited by Section 5.07.04~~ than an optional, single logo or mark which represents the ~~**Premises** on which such **Directional Sign** is located~~ provided that such content logo or mark does not exceed twenty-five percent (25%) of the **Area** of the **Face** upon which it appears.

Double-Faced Sign: a **Sign** with two (2) or more adjacent **Sign Faces** on a single **Sign Structure** or separate **Structures** with such **Faces** oriented in generally the same direction or visible from any one point, and not more than ten (10) feet apart at the nearest point between the two **Faces**. A **Double-Faced Sign** may be referred to as a side-by-side or stacked **Sign**. A **Double-Faced Sign** shall constitute one (1) **Sign**.

~~**Election Sign**—a **Temporary Sign** identifying and urging voter support for or opposition to a candidate for public office or stating a position regarding an issue upon which a public vote will be held.~~

Erect: to construct, build, raise, assemble, place, affix, attach, create, paint, draw, or in any way bring into being or establish. “**Erect**” does not include any of the foregoing activities when performed as an incident to the change of **Copy** or customary **Maintenance** or repair of a **Sign** or **Sign Structure**.

Facade: the entire front of a **Building**, including wall **Face** and **Parapet**, **facia**, **soffit**, **mansard**, **Roof**, windows, doors and **Canopy**, as would be shown on any complete elevation drawing. A **Facade Faces** the **Frontage** of the **Premises** on which the **Building** is situated. Every **Building** has only one (1) **Facade**.

Face: see **Sign Face**.

Flag: a flexible, graphic device, made of nylon, polyester, cotton, rayon or other similar pliable material, always rectangular in shape, and with a hoist to fly (short edge to long edge) ratio of at least one to one (1:1 or square) and no more than one to two (1:2). A **Flag** may but is not required to represent a government, business or other identifiable entity. A **Flag** may be blank.

(Ord. # 1330, 1-8-15)

Flag Pole: a pole intended and used exclusively to support and display a **Flag** at its top, and for no other purpose, and which is sufficiently rigid that it does not appreciably sway or deflect when flying one, two or three **Flags** as high as possible in any wind less than twenty knots.

Flashing: emission of light in sudden, transitory bursts.

Fence Sign: that portion of any fence containing a **Sign Face** which is attached to a fence that is intended and used primarily to enclose or screen real property, provided that the length of the fence is at least five (5) times greater than the horizontal dimension of the **Sign Face**, including the cabinet or any **Structure** in which the **Sign** is located.

Fixed Aerial Sign: any aerial advertising medium that is tethered to the ground.

Free-Standing Sign: a **Sign** supported by a **Sign Structure** secured in the ground and which is essentially, structurally independent of any **Building**, **Structure** or vehicle, including a **Monument Sign**.

Free Expression Sign: A **Sign** that does not advertise products, goods, businesses or services and that expresses an opinion or other point of view.

Frontage: the main **Street** property line of a **Premises**. Every **Premises** has only one (1) **Frontage**.

Fuel Pump Signs : **Signs** placed on or above a fuel pump providing, for example, information to the public regarding safety, the generic type of fuel, self or full service, self-service instructions, price, octane rating, additives, or similar information relating to safety or method of delivery.

Graphic Sign: a **Sign** which is used or intended primarily to attract attention and that does not include written information or a logo.

Holographic Display Sign: a **Sign** or an advertising display, or portion thereof, that creates a three-dimensional image through projection, OLED (organic light emitting diode), or any similar technology.

Illegal Sign: a **Sign** described as such in section 5.07.09 of this **Sign Code**.

Illuminated Sign, External: any **Sign** which is directly lighted by an external, artificial source.

Illuminated Sign, Internal: any **Sign** which transmits light through any portion of its **Face**.

Inflatable Sign: a three dimensional **Sign** resting on and supported by the ground that is either expanded to its full dimensions or supported by gases contained within the **Sign**, or **Sign** parts, at a pressure greater than atmospheric pressure.

LED Sign: a **Sign** or portion thereof that uses light emitting diode technology or other similar semiconductor technology to produce an illuminated image, picture, or message of any kind, regardless of whether the image, picture, or message is moving or stationary; this type of **Sign** includes any **Sign** that uses LED technology of any kind whether conventional (using discrete LEDs), **surface** mounted (otherwise known as individually mounted LEDs), transmissive, organic light emitting diodes (OLED), light emitting polymer (LEP), organic electro luminescence (OEL), or any similar technology; sometimes referred to as "digital **Signs**."

Legal Sign: a **Sign** described as such in section 5.07.09 of this **Sign Code**.

Lost Sign: An **Off-Premises Sign** voluntarily or involuntarily removed from service as described in section 5.07.06 of this **Sign Code**.

Maintenance: in the context of this **Sign Code** means the repairing or repainting of a portion of a **Sign** **Structure** which has been made unusable by ordinary wear, and periodically renewing or changing **Copy**.

Monument Sign means a **Free-Standing Sign** that is an essentially solid structure containing a **Sign Face** which is supported solely by a solid base that extends to the ground and which is not attached or affixed in any way to a building, fence, or other structure.

Multi-Vision Sign: a **Sign** on which an entire **Face**, but not less than the entire **Face**, is changed by mechanical, electronic or other automated means at regular, short intervals in order to present two or more different **Sign Faces** (each with stationary symbols) in the space of one **Face**. **Multi-Vision Signs** include but are not limited to "tri- vision" **Signs** (three **Faces** changed by mechanical louvers) and **LED Signs** with two or more **Faces**. In addition, for a **Sign** to qualify as a **Multi-Vision Sign** it must meet all of the standards and requirements specified for **Multi-Vision Signs** in the **General Sign Standards** section of this **Sign Code**.

Non-Commercial: not **Commercial** and not relating to a **Commercial Message**.

Non-Commercial Message: any message which is not a **Commercial Message**.

Non-Commercial Sign: any sign which does not state a **Commercial Message** and is not used for a **Commercial** purpose. Examples include, but are not limited to, **Signs with a religious or political message and Free Expression Signs**.

~~**Non-Conforming**~~ **Nonconforming Sign:** a **Sign** described as such in section 5.07.09 of this **Sign Code**.

Off-Premises Sign: a **Commercial Message Sign** not located on the site of the establishment or entity indicated or advertised by the **Sign**, or a **Commercial Message Sign** advertising a commodity, good, product, service or other **Commercial** activity or purpose which originates on a site other than where the **Sign** is maintained, or a **Sign** which directs attention to a ~~**Commercial, industrial, educational, religious or not for-profit occupancy, or Non-Commercial**~~ establishment, commodity, good, product, service or other ~~**Commercial, industrial, educational, religious or not for-profit**~~ or **Non-Commercial** activity not conducted, delivered, sold or offered upon the site

where the **Sign** is maintained, e.g., "billboards" or "outdoor advertising." The on-site/off-site distinction only applies to **Commercial Message Signs**. For purposes of this definition, access easements and other appurtenances connected to a **Premises** are considered to be outside the **Premises** and any **Sign** located in such an easement or other appurtenance is considered an **Off- Premises Sign**.

On-Premises Sign: a **Commercial Message Sign** which directs attention to a ~~Commercial, industrial, educational, religious or not-for-profit occupancy, or Non-Commercial~~ establishment, commodity, good, product, service or other ~~Commercial, industrial, educational, religious or not-for-profit or Non-Commercial~~ activity conducted, delivered, sold or offered upon the site where the **Sign** is maintained. The on-site/off-site distinction only applies to **Commercial Message Signs**.

Parapet: a false front or wall extension above the **Roof** of a **Building**.

Pennant, Streamer, Balloon or Bunting: any fluttering or non-stationary device made of flexible materials designed, intended or used to attract attention, including **Flags** and "wind-**Signs**."

Permit or Permitting: the **Permit** issued by the **City** pursuant to and required by this **Sign Code** to **Erect**, display, relocate or alter a **Sign** or the act of issuing a **Permit**.

Portable Sign: any **Sign** that is not permanently attached to the ground or to a **Building** or other **Structure** that is permanently attached to the ground, or a **Sign** designed and capable of being moved, including but not limited to, a **Sign** designed to be transported by means of attached or removable wheels, including the type of **Sign** commonly known as a sandwich board **Sign**, sidewalk **Sign**, and **Trailer Sign**.

Premises: an improved **Area** of land not divided by an access regulated road, together with its appurtenances and **Buildings**, including vehicular right-of-way easements where the primary **Premises** is the dominant parcel, under single, unified ownership or control. An improved **Area** of land which lies on both sides of an access regulated road shall be considered two **Premises** even if under single, unified ownership or control.

~~**Project Sign:** a **Temporary Sign Erected** and displayed on **Premises** then under construction and identifying an architect, contractor, developer, financial organization, subcontractor or materials vendor furnishing labor, services or materials for such construction.~~

Projecting Sign: a **Sign** affixed to any **Building** or wall whose single leading edge extends, often perpendicular, beyond such **Building** or wall. For purposes of this definition, the single leading edge shall mean the furthest projection from the **Building** or wall.

(Ord. # 1285, 8-22-13)

Real Estate Sign: a **Temporary Sign Erected** by the owner or his agent, advertising the real property upon which the **Sign** is located for rent, lease or sale.

Residential District: an **Area** or zone designated for **Residential** uses only by the **LDC**. **Roof:** the exterior covering of the top of a **Building**.

Roof Sign: a **Sign Erected** over or on, and wholly or partially dependent upon, the **Roof** of any **Building** for support, or attached to the **Roof** in any way.

Shopping Center: a group of **Commercial** establishments located on one **Premises**, under single, unified ownership or control.

Sign: Any letter, number, symbol, figure, character, mark, plane, point, design, stroke, strike, line, illuminated surface, light, string of lights, graphic, picture, mural, or any random or ordered variation of colors or dimensional textures, which is so constructed, placed, attached, painted, erected, or fastened in any manner to either convey information or attract the attention of the public to any place, item or idea, and which is visible by a pedestrian at ground level on any **Street**, or water's edge of the Gulf of Mexico, or any adjoining **Premises**; provided, however, that this definition or this **Sign Code** does not make unlawful any of the following if they are not used or intended to convey any information or depict any item or idea: (i) one or more dimensional architectural components or dimensional architectural details constructed as an integral part of a **Building**, or (ii) any dimensional architectural component or dimensional architectural detail being consistently colored a color that is different from the color of the **Building** or the color of another such component or detail (for example: **Roof** versus fascia, fascia versus soffit, soffit versus wall, wall versus trim, trim versus window, window versus door, et cetera). A **Sign** includes any associated **Sign Structure**.

Sign Area (sometimes Area): the surface **Area** of a **Sign** or **Sign Face**, as the context shall require, computed for each type of **Sign** by the method specified in this **Sign Code**. If no method is specified, **Sign Area** is computed for the entire **Area** within the periphery of a single polygon with no more than eight straight sides containing the largest single **Face** of the **Sign**.

Sign Code: this **Sub-Chapter** of the **LDC**.

Sign Face (sometimes Face): that part of a **Sign** that is or can be used to present alphabetic or pictorial symbols or representations.

Sign Height (sometimes Height): the vertical distance measured from the average elevation of the ground within a thirty (30) foot radius of the **Sign** (excluding the base or berm of a **Monument Sign**) to the top of the **Sign Face** or **Sign Structure**, whichever is greater.

Sign Statuary or Statuary: any permanent, three-dimensional, man-made representation of a plant, animal, or other thing, intended primarily to attract attention, and not intended and used primarily to entertain or amuse customers of the business of which the **Statuary** forms a part. **Sign Statuary** may not be an **Inflatable Sign**.

Sign Structure: a **Structure** or object used or intended to be used to support, in whole or in part, a **Sign Face**, but excluding a **Building**, **Structure**, fence, wall or earthen berm intended and used primarily for an independent purpose.

Snipe Sign: a **Sign** of any material that is attached or painted in any way to a utility pole, tree, shrub, fence post, or other similar object, located on public or private property. **Snipe Signs** do not include **Warning Signs** and **Directional Signs Permitted** by this **Sign Code** without a **Permit**.

Street: a public right-of-way any portion of which is used or intended for motorized vehicular travel.

~~**Streetlight Standard:** a vertical **Banner** affixed to a publicly owned and maintained streetlight support pole.~~

(Ord. # 1244, 12-13-12)

Swinging Sign: a **Sign** installed on an arm, mast or spar which **Sign** is not, in addition, permanently fastened to an adjacent wall or upright pole to prevent movement.

Temporary Sign: a **Sign** intended to display either **Commercial** or **Non-Commercial Messages** of a transitory or

temporary nature. A **Temporary Sign** includes a **Portable Sign** or any **Sign** not permanently embedded in the ground, or not permanently affixed to a **Building** or a **Sign Structure** that is permanently embedded in the ground.

Traffic Control Device Sign: any **Sign placed by a government agency** located within the right-of-way that is used as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) and approved by the Federal Highway Administrator as the National Standard. A **Traffic Control Device Sign** includes those **Signs** that are classified and defined by their function as regulatory **Signs** (that give notice of traffic laws or regulations), warning **Signs** (that give notice of a situation that might not readily be apparent), and guide **Signs** (that show route designations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information).

Trailer Sign: any **Sign**, whether on its own trailer, wheels, or otherwise, that is designed or intended to be transported from one place to another, even though the wheels may be removed, and the remaining chassis or support **Structure** contains space provided for advertising messages that may be changed at will by the replacement of lettering or symbols.

Vehicle: a conveyance or means of transporting something, either self-propelled or towed, and including an inoperable device in generally the same form but which cannot serve that function.

Vehicle Sign: a permanent or temporary **Sign** affixed or painted on a **Vehicle** or visible through the window of any **Vehicle**,

Wall Sign: a **Sign** painted on or **Erected** parallel to and not more than twelve (12) inches from the wall or **Facade** of any **Building** to which it is attached, and supported throughout its entire length by the **Facade** of the **Building** and not extending above or beyond the **Building Facade**, excluding window **Signs**.

Wall Wrap Sign: a **Sign** or portion thereof composed of fabric, plastic, vinyl, mylar or a similar material that drapes or hangs over the side of a **Building**, wall or window. This **Sign** type was the subject of the litigation in *City of Philadelphia v. Berman*, 863 A.2d 156 (Pa.Cmwlth. 2004) and *Society Created To Reduce Urban Blight (SCRUB) v. Zoning Bd. Of Adjustment*, 908 A.2d 967 (Pa.Cmwlth. 2006).

Warning Sign or Safety Sign: a **Sign** which provides warning of a dangerous condition or situation that might not be readily apparent or that poses a threat of serious injury (e.g., gas line, high voltage, condemned **Building**, beware of dog, etc.) or that provides warning of a violation of law (e.g., no trespassing, no hunting allowed, posted, etc.)

Window Sign: any opaque or translucent **Sign** of any material which is (i) painted on, etched into, applied to, attached to or projected upon or within the exterior or interior of a **Building Glass Area**, or (ii) located within six (6) feet of the interior side of a **Building Glass Area** and displayed under circumstances indicating that the primary purpose of such **Sign** is to attract the attention of the public through the window, whose alphabetic or pictorial symbols or representations are visible by a pedestrian at ground level on any **Street**, the water's edge of the Gulf of Mexico, or any adjoining **Premises**.

Yard or Garage Sale: an informal, infrequent and irregularly scheduled event for the sale of used personal property conducted at the personal residence of an individual who owns at least a material part of the personal property offered for sale. A second such event held on the same **Premises** within any ninety (90) day period shall not be considered a **Yard or Garage Sale**. A **Yard or Garage Sale** may be referred to as a garage sale, lawn sale, yard sale, front yard sale, back yard sale, attic sale, rummage sale, patio sale, moving sale,

or any similar designation.

Yard or Garage Sale Sign: any *Temporary Sign* advertising a *Yard or Garage Sale*.

5.07.02 Purpose, Intent, Scope and General Prohibition

A. It is the purpose of this *Sign Code* to promote the public health, safety and general welfare of residents and visitors in the *City* through reasonable, consistent and non-discriminatory *Sign* standards. The *Sign* regulations in this *Ordinance* are not intended to censor speech or to regulate viewpoints, but instead are intended to regulate the adverse secondary effects of *Signs*. The *Sign* regulations are especially intended to reach the secondary effects that may adversely impact aesthetics and safety, especially traffic safety. The *City* is a relatively compact beachfront tourist destination and *Single Family Residential* community located on the Gulf of Mexico in Northwest Florida. Panama City Beach has more than eight (8) miles of Gulf front beaches. The economic base of the *City* is almost completely dependent upon tourism, and tourism is the single largest economic engine in Bay County, Florida. In order to preserve and promote the *City* as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. The regulation of *Signs* within the *City* contributes significantly to this desired end. These *Sign* regulations have been prepared with the intent of enhancing the visual environment of the *City* and promoting its continued well-being, and are intended to:

1. Avoid content based distinctions between the regulation of various Non-Commercial Signs, Non-Commercial Messages, or other Non-Commercial speech;
2. Not regulate Non-Commercial Signs more strictly than Commercial Signs and allow for Non-Commercial Signs whenever Commercial Signs are allowed, such as under Section 5.07.05.N;
3. Encourage the effective use of *Signs* as a means of communication in the *City*;
4. Maintain and enhance the aesthetic environment and the *City's* ability to attract sources of economic development and growth;
5. Improve pedestrian and traffic safety;
6. Minimize the possible adverse effect of *Signs* on nearby public and private property;
7. Foster the integration of signage with architectural and landscape designs;
8. Lessen the visual clutter that may otherwise be caused by the proliferation, improper placement, illumination, animation, excessive height, and excessive size (area) of *Signs* which compete for the attention of pedestrian and vehicular traffic;
9. Allow *Signs* that are compatible with their surroundings and aid orientation, while precluding the placement of *Signs* that contribute to *Sign* clutter or that conceal or obstruct adjacent land uses or *Signs*;
10. Encourage and allow *Signs* that are appropriate to the zoning district in which they are located and consistent with the category of use and function to which they pertain;
11. Curtail the size and number of *Signs* and *Sign* messages to the minimum reasonably necessary to identify a *Residential* or business location and the nature of any such business or to communicate a

- message or capture attention;
12. Establish **Sign** size in relationship to the scale of the lot and **Building** on which the **Sign** is to be placed or to which it pertains;
 13. Categorize **Signs** based upon the function that they serve and tailor the regulation of **Signs** based upon their function;
 14. Preclude **Signs** from conflicting with the principal **Permitted** use of the site and adjoining sites;
 15. Regulate **Signs** in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 16. Except to the extent expressly preempted by state or federal law, ensure that **Signs** are constructed, installed and maintained in a safe and satisfactory manner, and protect the public from unsafe **Signs**;
 17. Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the **City**;
 18. Allow for traffic control devices consistent with national standards and whose purpose is to promote highway safety and efficiency by providing for the orderly movement of road users on **Streets** and highways, and that notify road users of regulations and provide warning and guidance needed for the safe, uniform and efficient operation of all elements of the traffic stream;
 19. Protect property values by precluding, to the maximum extent possible, **Sign**- types that create a nuisance to the occupancy or use of other properties as a result of their size, height, illumination, brightness, or movement;
 20. Protect property values by ensuring that **Sign**-types, as well as the number of **Signs**, are in harmony with **Buildings**, neighborhoods, and conforming **Signs** in the area;
 21. Regulate the appearance and design of **Signs** in a manner that promotes and enhances the beautification of the **City** and that complements the natural surroundings in recognition of this **City's** reliance on its natural surroundings and beautification efforts in retaining economic advantage for its resort community, as well as for its major subdivisions, **Shopping Centers** and industrial parks; and
 22. Enable the fair and consistent enforcement of these **Sign** regulations.
- B. Unless exempted from **Permitting**, no **Sign** or **Sign Structure** shall be **Erected**, displayed, relocated, altered or repaired unless a valid and current **Permit** for such activity is held by the owner or person entitled to possession of the **Sign**.
 - C. No person shall **Erect**, display, relocate or alter, or cause or **Permit** the **Erection**, display, relocation or alteration of, any **Sign** or **Sign Structure** not exempt from **Permitting** unless a valid and current **Permit** for such activity is held by the owner or person entitled to possession of the **Sign**.
 - D. No **Permit** is required to maintain, alter or repair a **Sign** as long as no alterations are made to the **Sign's Height**, width, length, depth, area, weight, location, or structural support, and if such **Maintenance**, alteration or repair involves only:
 1. Changing or renewing the **Copy** of a **Sign**, including any change of **Copy** on a

Changeable Copy Sign, or

2. Painting or refinishing the surface of a **Sign Face** or **Sign Structure** of a lawful **Sign** so as to keep or restore the **Sign** to its lawful appearance.
- E. The City's Engineering Technical Manual shall be read in conjunction with this **Sign Code** and **Signs** required by or regulated by the City's Engineering Technical Manual shall also comply with this **Sign Code**.

5.07.03 Signs Exempt from Permitting.

The following types of **Signs** may be **Erected** and displayed without a **Sign Permit**, if the required conditions stated are met. Each such **Sign** is subject to the prohibitions and general **Sign** standards (Sections 5.07.04 and 5.07.05 of this **Sign Code**) applicable to all **Signs** within the **City**.

- A. Each **Premises** may display one (1) free-expression, single **Face** or **Back-to-Back Sign** not exceeding four and one-half (4.5) square feet per **Face** and three (3) feet in **Sign Height** in any **Residential District** and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, containing only a **Non-Commercial Message**. The **Sign** may be displayed as a **Building Sign**, a **Window Sign** or a **Free-Standing Sign**. A **Free Expression Sign** is in addition to any other **Sign Permitted** under this **Sign Code** and is **Permitted** in any zoning or land use district. Also, persons participating in **Non-Commercial** demonstrations, political rallies or otherwise expressing their valid right to **Non-Commercial** speech may hold and wave from a lawful pedestrian access **Area** of a **Street** (if there be such an area) one free-expression **Sign** containing only a **Non-Commercial Message**, or hold and wave such a **Sign** from any other traditional public forum or from private property.
- B. One (1) nameplate **Sign** identifying the occupants of a private residence and displayed at the entrance **Drive** of a **Single Family** residence or affixed to the dwelling **Structure**, not exceeding two (2) square feet per **Face** and three (3) feet in **Sign Height**.
- C. One (1) set of Street-address numbers no smaller than required by law and if not required by law then no smaller than four (4) inches or larger than ten (10) inches high.
- D. Legal notices and other public notices and informational **Signs** authorized or required by law.
- E. A temporary **Banner** no larger than the **Sign Face** covered, which covers a **Sign** in a **Business District** which has been damaged by windstorm or other casualty, if the **Banner** is displayed for no more than (i) the forty-five (45) day period following the windstorm or casualty or (ii) the one hundred eighty (180) day period following such windstorm or casualty provided that at all times after the forty-fifth (45th) day the owner or person entitled to possession of such damaged **Sign** has entered a binding, arms-length contract for the total repair or replacement of such damaged **Sign**, and the reason the contract has not been completed is in no way attributable to any act or omission of the owner or person entitled to possession of the damaged **Sign**.
- F. For each **Premises** in a **Business District** (except a sexually oriented or adult business subject to the appearance requirements of this **Sign Code**) one temporary **Banner**, provided:
 1. The **Banner** is displayed no longer than sixty (60) days after it is registered as required by this **Sign Code**; and
 2. The **Banner** is registered with the date, location, person responsible and such other information as the **City Manager** may require in order to identify the persons responsible for maintaining the **Banner** and to

enforce these regulations. The applicant must pay a registration fee of ten (10) dollars to be applied to the actual or reasonably anticipated expenses associated with enforcing this section. The fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with registration. The **City Manager** may delegate registration authority to trustworthy, private persons within the **City** as needed to implement this requirement, the sole purpose of which is to prevent the unsightly visual clutter and economic depreciation caused by faded, torn, tattered, wrinkled or loose **Banners**; and

3. The **Banner** displays a decal issued by the **City Manager** or his designee containing the date the **Banner** was registered and the last day it may be displayed pursuant to the registration. This section does not prevent a particular **Banner** from being registered for additional sixty (60) day periods if the registrant can demonstrate that the **Banner** is in adequate condition to meet the standards of this section for each period; and
4. The **Banner** (i) does not exceed 32 square feet in overall surface **Area** and ten (10) feet in **Height** or width, (ii) is one-sided and located entirely against a building or fence (provided the fence extends the full width of a Yard or between the building and a side or rear property line) or lawful, pre-existing **Sign**, and (iii) is stretched tight and securely fastened at each corner or edge.
5. If any such **Banner** becomes faded, torn, tattered, wrinkled or loose, the **City** may remove it after 24 hours notice attached to the **Banner**.

(Ord. # 1244, 12-13-12)

~~G. **Community Event.** For each Premises in a Business District, three (3) additional, temporary **Banners**, and one (1) **Inflatable Sign**, one (1) **Fixed Aerial Sign** and **Pennants, Streamers, Balloons and Bunting**, displayed for a **Community Event**. Such signage must meet all the following standards:~~

- ~~1. Each such **Banner** (i) does not exceed 32 square feet in overall surface **Area** and ten (10) feet in **Height** or width, (ii) is one-sided and located entirely against building or fence (provided the fence extends the full width of a Yard or between the building and a side or rear property line) or lawful, pre-existing **Sign**, and (iii) is stretched tight and securely fastened at each corner or edge;~~

(Ord. # 1244, 12-13-12)

- ~~2. If any such **Banner** becomes faded, torn, tattered, wrinkled or loose, the **City** may remove it after 24 hours notice attached to the **Banner**;~~

- ~~3. Each such **Inflatable Sign** (i) does not exceed 5,000 cubic feet, (ii) is not located within a required parking space, (iii) is not placed closer to the property line of the **Premises** than the **Height** of the **Inflatable Sign**, (iv) is securely fastened to ground or an appropriate **Structure**, and (v) complies with all applicable **Building** and safety codes;~~

- ~~4. Each such **Fixed Aerial Sign** is (i) securely tethered to the earth, (ii) grounded and positioned or fenced so that the risk of property damage and personal injury by lighting is minimized, and (iii) complies with all applicable **Building** and safety codes;~~

- ~~5. All **Pennants, Streamers, Balloons and Bunting** are confined to the **Premises** and are kept in a neat, orderly, whole, unfaded and new appearing condition;~~

- ~~6. Such signage is displayed only during the period of the **Community Event** as determined by the **City Council**;~~

H. Reserved.

- I. **Memorial Signs** or tablets naming a **Building** and date of **Erection** when cut into any masonry surface or when constructed of other incombustible materials and permanently incorporated into such **Building**, not exceeding two (2) square feet **Sign Face**.
- J. **Single Face** or **Back-to-Back Directional Signs** not exceeding two (2) square feet per **Face** and three (3) feet in **Sign Height** and not exceeding more than one (1) per quarter acres of land; and a solitary, **Single Face** or **Back-to- Back Directional Sign** located on either or both sides of each entrance or exit motorway of a **Commercial Premises** stating "**Entrance**" or "**Exit**" and not exceeding sixteen (16) square feet per **Face** and six (6) feet in **Sign Height**; provided that all such **Directional Signs** are displayed on the **Premises** to which they relate which must be in a **Business District** .
- K. One (1) **Back-to-Back** or single **Face Real Estate Sign** per **Premises** not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**. The **Real Estate Sign** shall be allowed only the Premises is available for sale or lease and must be removed immediately upon the rental, lease or sale of the subject property.
- L. While a Premise is undergoing construction pursuant to a building permit, up to three (3) additional Temporary Signs ~~Project Signs~~ (**Back-to-Back** or single **Face**) not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, each.
- M. ~~Election Signs~~ Up to five additional Non-Commercial Temporary Signs (**Back-to-Back** or single **Face**) each not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height** in any **Residential** district, and sixteen (16) square feet per **Face** and six (6) feet in **Sign Height** in a **Business District**, for the ninety (90) days preceding any federal, state, or City of Panama City Beach election and the An Election Sign shall be removed within seven calendar days following the date of that election to which it pertains. State law references: F.S. 106.1435 (removal).
- N. **Signs** incorporated on machinery or equipment by the manufacturer or distributor, which identify only the manufacturer, the machinery or equipment and the product or service dispensed by the machine or equipment, such as **Signs** customarily affixed to vending machines, newspaper racks and telephone booths, but excluding **Fuel Pump Signs**, which are the subject of a separate exemption.
- O. **Warning** and **Safety Signs** (**Back-to-Back** or single **Face**) not exceeding two (2) square foot per **Face** and three (3) feet in **Sign Height**, unless a larger **Sign** is required by applicable law.
- P. Two (2) permanent, **On-Premises Signs** per **Drive-Through** lane displaying the menu at a fast-food restaurant, not exceeding thirty-two (32) square feet in **Sign Area** and seven (7) feet in **Sign Height**, each.
- Q. ~~For At~~ At each generally recognized entrance right-of-way to a **Platted, Residential** subdivision containing individually owned ground lots, one **Back-to-Back** ~~(or two single Face) subdivision Sign(s)~~ (or two single Face) ~~designed and used solely to identify by name, logo, or both, that subdivision;~~ provided that (i) no such **Sign** exceeds ten (10) feet in **Sign Height** or seventy-five (75) square feet in **Sign Area**, (ii) all such **Signs** are located as close to such entrance right-of-way as practicable without encroaching into corner visibility so as to create a traffic hazard as determined by the **City Manager** or his designee, and (iii) all such **Signs** are **Monument** or **Fence Signs**.

- R. **Fuel Pump Signs**, not exceeding two (2) square feet of aggregate **Sign Area** for each side of the pump displaying the amount of fuel dispensed.
- S. For each parcel that includes sandy Gulf beach or each business or group of businesses operated in concert under the permission of such owner of sandy Gulf beach, one portable **Back- to-Back Sign** displayed on the sandy Gulf beach, or two (2) **Signs** affixed to a lawful booth or stall **Erected** on the sandy Gulf beach, not exceeding sixteen (16) square feet per **Sign Face** and five (5) feet in **Sign Height** identifying only those goods or services which may be sold on the sandy Gulf beach pursuant to Sec. 7- 81, **Code of Ordinances of the City**, provided that (i) such **Sign** is displayed only in the immediate **Area** where such goods or services are currently being offered and (ii) such **Sign** is at least one hundred (100) feet from any other such **Sign** previously placed on the beach. The owner of such sandy Gulf Beach may place or allow to be places Non-Commercial Signs not exceeding the sizes and number provided by this paragraph in lieu of the Commercial Signs described above or any combination of Commercial and Non-Commercial Signs not exceeding the limits described by this paragraph.
- T. Two single **Face Wall Signs** not exceeding one hundred fifty (150) square feet each for each movie theater complex or playhouse located within a **Shopping Center** provided such **Sign** is used exclusively to identify current or coming attractions.
- U. For each **Premises** in a **Business District**, no more than three **Flags**, each not exceeding thirty-two (32) square feet (one side), displayed as high as possible from, and with its hoist (edge on its shortest axis) adjacent and parallel to, a **Flag Pole**. The **Flag Pole** must (i) stand perpendicular to the ground and be not less than fifteen (15) feet high and positioned so that the **Flag** will not, under any circumstance or weather, intrude into the airspace above any public right-of-way, or (ii) extend from a **Building** and be positioned so that the lowest part of the **Flag** shall always be not less than nine (9) feet above the ground and so that the **Flag** will not, under any circumstances or weather, intrude into the airspace above any public right-of-way. The top of a freestanding, vertical **Flag Pole** is limited to a maximum **Height** of forty-five (45) feet and shall require certification by a Florida Registered Engineer when higher than twenty-five (25) feet in height. The top of a **Flag Pole** extended from a **Building** may not be higher than the top of the **Building** to which it is attached. No **Flag** may be displayed on or above the sandy beach of the Gulf of Mexico. Two or three **Flags** may be displayed from a single **Flag Pole** provided they are all displayed as high and near to each other as possible.
- V. For each **Premises** in a **Residential** district, no more than three **Flags**, each not exceeding sixteen (16) square feet (one side), displayed as high as possible from, and with its hoist (edge on its shortest axis) adjacent and parallel to, a **Flag Pole**. The **Flag Pole** which pole must (i) stand perpendicular to the ground and be not less than fifteen (15) feet high and positioned so that the **Flag** will not, under any circumstance or weather, intrude into the airspace above any public right-of-way, or (ii) extend from a **Building** and be positioned so that the lowest part of the **Flag** shall always be not less than two (2) feet above the ground and so that the **Flag** will not, under any circumstances or weather, intrude into the airspace above any public right-of-way. The top of a freestanding, vertical **Flag Pole** is limited to a maximum **Height** of twenty-five (25) feet. The top of a **Flag Pole** extended from a **Building** may not be higher than the top of the **Building** to which it is attached. No such **Flag** may be displayed on or above the sandy beach of the Gulf of Mexico. Two or three **Flags** may be displayed from a single **Flag Pole** provided they are all displayed as high and near to each other as possible.
- W. For each **Premises** in a **Business District** with one or more **Buildings**, not more than four (4) **Signs**, each five by ten inches (5" x 10") or smaller, exclusively advertising the acceptance of credit cards and placed directly

and entirely against the wall of any such **Building**.

- X. **Signs** located on the sandy Beach of the Gulf of Mexico containing no **Commercial Message** and used exclusively to warn swimmers of the dangers of swimming in the Gulf or to inform swimmers about the **Flag** warning system and safety regulations applicable to the sandy beaches area, not exceeding sixteen (16) square feet per **Face** and five (5) feet in **Sign Height**.
- Y. A **Yard or Garage Sale Sign** displayed for no more than seventy-two (72) hours on the site of the **Yard or Garage Sale** in a **Residential** district or on other **Residential** properties with the permission of the occupants thereof, not exceeding four and one-half (4.5) square feet per **Sign Face** and three (3) feet in **Sign Height**.
- Z. One valet parking station **Sign** (single **Face** or **Back-to-Back**) no more than two (2) square feet per **Face**, and not more than three (3) feet in Height, shall be allowed on each parcel where the valet station is located. The valet parking station **Sign** shall only be visible during hours that the valet is operating, and shall be located on the same parcel as the valet station.

AA. A **Sign** on a motor **Vehicle** licensed by the State of Florida to travel public highways, other than a prohibited **Vehicle Sign**.

BB. **Traffic Control Device Sign**.

CC. Each entrance and exit of a **Parking Lot** or **Parking Garage** may be marked with a **Sign** not smaller than six (6) square feet and not larger than fifteen (15) square feet and a maximum of five (5) feet in height. The **Sign** shall state "Parking Reserved for [Guests/Patrons/Customers] of the [business name]." Up to twenty-five (25) percent of the **Sign Face** may be used for the business logo other content except as prohibited by Section 5.07.04.

DD. Except for **Warning** and **Safety Signs**, a Non-Commercial Sign may be substituted for any exempt **Sign(s)** under this Section 5.07.03 so long as its size, placement, and construction meet the requirements for the applicable exemption and it is prohibited by Section 5.07.04.

~~CC. **Streetlight Standards** in the right of way of the following **Streets**:~~

- ~~1. Front Beach Road, South Thomas Drive and Thomas Drive,~~
- ~~2. Pier Park Drive, West Pier Park Drive, Hilton Drive,~~
- ~~3. Arnold Road (State Road 79), Powell Adams Road, Hill Road, Clara Avenue, Lyndell Lane, Alf Coleman Road, Richard Jackson Boulevard (formerly known as Beckrich Road), Hutchison Boulevard, and Panama City Beach Parkway,~~

~~AND meeting all of the following criteria:~~

- ~~(a) The Standard shall have a horizontal dimension of no greater than two (2) feet and a vertical dimension no greater than five (5) feet.~~
- ~~(b) The Standard shall be attached to and at all times neatly stretched between **Banner** arms at the top and the bottom of the Standard. Grommets and sleeves shall be incorporated into the Standard to ensure safe installation, **Maintenance** and removal.~~
- ~~(c) **Banner** arms shall be a 3/4 inch diameter metal, 28 inch long rod attached to the streetlight pole with swivel lock worm drive hose clamps. The bottom **Banner** arm shall be mounted at ten (10) feet~~

~~above the ground.~~

- ~~(d) The Standard shall meet one hundred thirty (130) MPH wind load requirement.~~
- ~~(e) Standards shall be limited to **Graphic Signs**, or **Signs** creating a festive atmosphere for **Community Events** and holidays which do not have a political or religious message and do not advertise a specific product or corporate entity.~~
- ~~(f) Short term Standards (less than 30 days or a one-time event) may be constructed of vinyl or an equivalent material.~~
- ~~(g) Long term Standards (30 days or more) shall be produced with 100% polyester fabric with an acrylic coating or its equivalent to retain color and strength of the fabric regardless of exposure to wind, sunlight or rain, and also allows for double-sided printing.~~
- ~~(h) Printing on long term Standards shall consist of UV protected heat set inks or its equivalent and shall be permanently bonded to the fabric in order to avoid fading of ink surface due to sun exposure or marine climate.~~
- ~~(i) Wherever possible, Standards must be placed on every other roadway light pole (approximately 240 feet on center) in a staggering formation on both sides of the roadway.~~
- ~~(j) Standards should be festive and decorative by using bold, simple and colorful designs.~~

5.07.04 Prohibited Signs.

It shall be unlawful for any person to *Erect*, display, or allow to be *Erected* or displayed within the *City* any of the following types of *Signs*:

- A. *Swinging Sign*.
- B. *Snipe Sign*.
- C. Revolving, rotating, twirling or other moving *Sign*.
- D. *Portable Sign*, including any *Trailer Sign*.
- E. *Banner*, except temporarily during a *Community Event* or otherwise as *Permitted* by section 5.07.03 of this *Sign Code*.
- ~~F. A *Fixed Aerial Sign*, except temporarily during a *Community Event* as *Permitted* by section 5.07.03 of this *Sign Code*.~~
- ~~G. An *Inflatable Sign*, except temporarily during a *Community Event* as *Permitted* by section 5.07.03 of this *Sign Code*.~~
- H. *Pennants, Streamers, Balloons or Bunting*, unless temporarily exempted during a *Community Event* under section 5.07.03 of this *Sign Code* and excepting a *Flag* on a *Flag Pole* exempt from *Permitting* under section 5.07.03 of this *Sign Code*.
- I. A *Flashing* light or *Beacon*, or any *Sign* which contains a *Flashing* light or *Beacon*, excepting any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation

Administration or other similar agency.

J. Limitations on *Animated* and *Changeable Copy Signs*

1. No otherwise permissible ***On-Premises Sign*** shall be:

- (a) ***Animated***, unless it is located on a ***Premises*** fronting and abutting Front Beach Road, Thomas Drive or South Thomas Drive and containing an active business open to the public or other active operation open to the public; or
- (b) ***Changeable Copy Sign***, unless at it is located on a ***Premises*** fronting and abutting Front Beach Road, Thomas Drive or South Thomas Drive and containing an active business open to the public or other active operation open to the public;

(Ord. #1232-A), 12/13/12)

2. Notwithstanding the general provisions of this ***Sign Code*** relating to ***Existing Signs***, the prohibition contained in this subsection shall apply to an ***Animated*** or ***Changeable Copy Sign*** which was a ***Legal Sign*** on the effective date of this subsection upon the earlier of:

- (a) Three (3) years after the effective date of this subsection;
- (b) A ***Change of Use*** of the ***Premises*** associated with the ***Sign***;

(Ord. #1254, 11/14/13)

- (c) Voluntary or involuntary damage or destruction of the ***Sign***, the ***Sign Structure*** or the business improvements located on the ***Premises*** associated with the ***Sign***, in each case in excess of fifty (50) percent of the respective replacement value; or
- (d) Closure of the business associated with the ***Sign*** for six (6) months or more in any nine (9) month period.

K. No otherwise permissible *Off-Premises Sign* shall be:

- 1. ***Animated***,
- 2. ***Changeable Copy Sign***, unless a lawful ***Multi-Vision Sign***; or
- 3. A ***Bench Sign***.

L. *Vehicle Sign* associated with a ***Vehicle*** which is parked or placed within one hundred (100) feet of any ***Street***, which is visible from such ***Street*** and which is used primarily for advertising as opposed to conveyance. In determining whether a parked ***Vehicle*** is used primarily for advertising as opposed to conveyance, the following factors shall be considered: the location of the ***Vehicle*** on the ***Premises*** and the visibility of the ***Vehicle*** to the passing public, the duration of parking, the time of day and the activity in the parking lot, the availability of other parking spaces on the ***Premises*** and the proximity of the ***Vehicle*** to the ***Area*** on the ***Premises*** where operable ***Vehicles*** are customarily loaded, unloaded or otherwise carry out their primary purpose of conveyance, and whether the ***Vehicle*** is insured, operable, currently licensed by the state of Florida to travel public highways, This provision is not to be construed as prohibiting the identification of a firm or its principal products on a ***Vehicle*** operated by that firm during its normal hours of business and which is insured, operable and currently licensed by the state of Florida to travel public highways, provided that such ***Vehicle*** is used primarily for conveyance. As used in this paragraph,

advertising means to direct attention to a ~~Commercial, industrial, educational, religious, political or not-for-profit occupancy, or Non-Commercial~~ entity, establishment, commodity, good, product, service or other ~~Commercial, industrial, educational, religious, political or not-for-profit or Non-Commercial~~ activity conducted anywhere (that is, both **On-Premises** and **Off-Premises Signs**).
(Ord. # 1317, 12-11-14)

- M. **Sign** which emits a sound, vapor, smoke, odor, particles or visible matter.
- N. **Sign** or **Sign Structure** which obstructs free ingress to or egress from a required door, window, fire escape or other required exit way.
- O. **Sign** or **Sign Structure** which obstructs the view of, may be confused with or purports to be a governmental or official traffic direction or safety **Sign**, or any official marker **Erected** by city, state or federal authority.
- P. A **Sign** which obstructs or impairs driver vision at vehicular ingress/egress points or intersections.
- Q. **Sign Statuary** exceeding the limits imposed by this **Sign Code**.
- R. A **Sign** on or within any **Street** or public right-of-way, or the Gulf of Mexico, except public traffic, safety and information **Signs Erected** and maintained by governmental authority and at public expense, including hand held **Signs**; except that persons participating in ~~non-Non-Commercial~~ demonstrations, ~~political rallies~~ or otherwise expressing their valid right to ~~non-Non-Commercial~~ speech shall be entitled to hold, but not wave, from a lawful pedestrian access **Area** of a **Street** (if there be such an area) one ~~free-expression~~ **Sign** containing only a **Non-Commercial Message**.
- S. A **Sign Erected** or displayed in any fresh water wetlands or salt marsh areas subject to periodic inundation by tidal saltwater.
- T. A **Sign** on or towed behind a boat or raft on waters within the **City**.
- U. **Abandoned Sign**.
- V. **Dilapidated Sign**.
- W. One or more **Window Signs** the aggregate **Sign Area** of which exceeds twenty-five percent (25%) of any **Building Glass Area**.
- X. **Roof Sign**
- Y. **Commercial Mascot or Sign Holder** in a **Street**.
- Z. A **Sign** located on real property without the permission of the property owner.
- AA. A **Blank Off-Premises Sign Face**. This prohibition can be avoided by the display of public service information on a blank **Off-Premises Sign Face**.
- BB. Any **Sign** other than a **Traffic Control Device Sign** that uses the word "stop" or "danger," or presents or implies the need or requirement of stopping or the existence of danger, or which is a **Copy** or imitation of a **Traffic Control Device Sign** and which is adjacent to any **Street**.
- CC. Any **Sign** prohibited by state or federal law.

DD. A **Sign** containing a mirror or any other reflective or phosphorescent surface.

EE. A **Sign** incorporating any laser light.

FF. Pavement markings, except for official pedestrian and traffic control markings or coloration, **Building** address markings if required by law and decorations forming a permanent part of the pavement with the consent of the public or private pavement owner.

GG. The following **Signs** in a **Residential** district:

1. **Animated Sign**
2. Changeable **Copy Sign**, unless the **Copy** is changed manually.
3. **LED Sign**
4. **Off-Premises Sign**

HH. **Wall Wrap Sign.**

II. **Holographic Display Sign.**

JJ. An obscene **Sign** where obscene is defined by Florida Statutes 847.001(10) or superseding law.

KK. Any **Sign** not **Permitted** by this **Sign Code** either with or without a **Permit**, provided however that any **Sign** neither prohibited nor **Permitted**, with or without a **Permit**, shall be presumed to not have been considered, the **City Council** finding that the nature and technology of **Signs** and advertising is constantly changing.

Accordingly, any person may at any time submit a written application to the **City Manager** to amend this **Code** to either allow a **Sign** without a **Permit** or to authorize a **Permit** to be issued for a **Sign**, accompanied by an application fee equal to the fee required to obtain a **Sign Permit** to be applied against the actual or reasonably anticipated expenses associated with the application. Such an application need only describe in detail the type of **Sign** desired, but it may also set forth the rationale for allowing that type of **Sign** and whether a **Permit** should be required. If the **City** has not begun drafting an amendment to the **Sign Code** to **Permit** that type of **Sign**, with or without a **Permit**, within twenty (20) days following receipt of the application and fee, and adopted such an amendment within sixty (60) days following receipt of the application and fee, a rebuttable presumption will be that the **City** intends to prohibit the **Sign**. If the **Sign** is allowed by **Permit**, no additional fee shall be required.

(Ord. # 1317, 12-11-14)

LL. **Digital Light Show**

(Ord. # 1244, 12-13-12)

MM. **Signs on Transient Residential Rentals or the property where Transient Residential Rentals are located that advertise the existence or availability of the property as a Transient Residential Rental.**

NN. **No Sign shall be applied to or suspended from the exterior of any Pedestrian Crossover.**

5.07.05 General Sign Standards.

The following general **Sign** standards shall apply to all **Signs** within the **City**. It shall be unlawful for any person to **Erect**, display, or allow to be **Erected** or displayed within the **City** any **Signs** in violation of any of these standards.

- A. No **Sign** shall be established closer to a **Street** than the **Building** setback line except that (i) any otherwise permissible **On-Premises Sign** in a **Business District** which is open and does not obstruct visibility from the ground to nine (9) feet above the ground, and (ii) any otherwise permissible **Sign** in a **Residential** district which is less than five feet in Height, may be established as close as five (5) feet from the property line. No portion of any **Sign** may be placed on, or extended over, the right-of-way line of any **Street** or public, pedestrian right of way.
- B. The vertical edges of all **Back-to-Back Signs** (that is the vertical surface generally perpendicular to any **Face** of such **Sign**) shall be covered and finished with a permanent, opaque material so that no portion of the **Sign Structure** will be visible between the **Faces** of the **Sign**.
- C. The back of all **Free-Standing Signs** and all visible portions of a **Free-Standing Sign Structure** shall be covered or finished with a permanent, opaque material.
- D. All **Signs** shall be constructed in accordance with the applicable **Building** and electrical codes.
- E. The minimum lowest point ground clearance on all **Free-Standing Signs** shall be either less than two (2) or more than nine (9) feet, so as to either prevent or allow persons to walk under or through the **Sign** or **Sign Structure**.
- F. **Sign Height** shall not exceed the **Building Height** limitation of the **Area** or district in which the **Sign** is located. Additionally, no **Off-Premises Free-Standing Sign** shall exceed fifty (50) feet in **Sign Height**. No **Monument Sign** shall exceed twenty (20) feet in **Sign Height**. Further, no **On-Premises Free-Standing Sign** shall exceed twenty-five (25) feet in **Sign Height**, except that a **Free-Standing On-Premises Sign** located on any **Premises** lying in whole or in part within one hundred (100) feet of the nearest right-of-way of the **Streets** listed below shall have a **Sign Height** not exceeding the respective number of feet shown:
 - 1. Thomas Drive, South Thomas Drive and Front Beach Road: fifty (50) feet.
 - 2. North Lagoon Drive, Joan Avenue, Clarence Street, Beckrich Road, Alf Coleman Road, Lyndell Lane, Clara Avenue, Hill Road, Powell Adams Road, and State Road 79: thirty-five (35) feet.
 - 3. Panama City Beach Parkway (Back Beach Road) and Hutchinson Boulevard (Middle Beach Road): Twenty (20) feet.
- G. All **Free-Standing On-Premises Signs** located on any **Premises** lying in whole or in part within one hundred (100) feet of the right of way of Panama City Beach Parkway (Back Beach Road) or Hutchinson Boulevard (Middle Beach Road) shall be **Monument Signs**.
- H. All **Signs** and **Structures** for which a **Permit** is required by this **Sign Code**, including their supports, braces, guys and anchors, shall be maintained so as to present a neat and clean appearance. Painted areas and **Sign** surfaces shall be kept in good condition, and illumination, if any, shall be maintained in safe and good working order.
- I. The general **Area** in the vicinity of any **Free-Standing Sign** must be kept free and clear of **Sign** materials,

debris, trash and other refuse, and weeds and grass shall be kept neatly cut.

J. If illuminated, non-**LED Signs** shall be illuminated only by the following means:

1. By white, steady, stationary, electric light of reasonable brightness and intensity, shielded and directed solely at the **Sign**. No illuminated **Sign** shall cast light to exceed four tenths (.4) maintained foot candle luminance in a **Residential** zoning district. Any light from an Internally Illuminated **Sign** shall not exceed ten (10) foot candles maintained luminance measured at a distance of ten (10) feet from the **Sign**. These standards shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
2. Any light from an **Externally Illuminated Sign** or floodlight used to illuminate a **Sign** shall be shaded, shielded, or directed so that the light intensity or brightness shall not interfere with the safe vision of motorists, or bicyclists.
3. No **Sign** shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic **Sign**, device or **Signal**.
4. An **Illuminated Sign** shall have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
5. An **Illuminated Sign** shall require both a **Sign Permit** and an electrical **Permit** prior to installation.
6. Neon tubing, string lights, or other similar devices used to outline any **Building** or in **Sign** design shall be restricted to two (2) linear feet for each foot of **Frontage** of the **Premises** on which the **Building** or **Sign** is located. Display of neon tubing shall be limited to the maximum of two (2) parallel lines of neon tubing.

K. A **LED Sign** shall:

1. Have an auto-sensor regulating its illumination to follow changes in ambient light.
2. Not exceed a maximum luminance intensity of seven thousand (7000) nits (candelas per square meter) during daylight hours and a maximum luminance of five hundred (500) nits between fifteen minutes after sunset and fifteen minutes before sunrise as measured from the **Sign Face** at maximum brightness. This standard shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
3. Not interfere with the effectiveness of, or obscure an official traffic **Sign**, device or signal.
4. Not be **Externally Illuminated**, including a **Sign** that is only partially **LED**.
5. Have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
6. Require both a **Sign Permit** and an electrical **Permit** prior to installation.

L. No **Sign** shall be **Erected** or displayed near a **Street**, driveway or bicycle path intersection so as to obstruct the view of pedestrian or vehicular traffic and constitute a hazard. No **Sign** shall obstruct, conceal, hide or otherwise obscure from view any **Traffic Control Device Sign** or official traffic signal.

- M. Each horizontal dimension of the base or berm of a **Monument Sign** shall not exceed 150% of the corresponding horizontal dimension of the **Sign Face** or cabinet. The **Height** of the base or berm of a **Monument Sign** shall be included in the **Monument Sign Height**.
- N. In recognition that **Non-Commercial** speech is entitled to greater Constitutional protection than **Commercial** speech, notwithstanding ~~Notwithstanding~~ any impression in this **Sign Code** or any other part of the Land Development Regulations or Code of Ordinances relating to signs or free speech to the contrary, any **Sign Erected** or entitled to be **Erected** pursuant to the provisions of this **Sign Code** as a **Vehicle, Commercial Off-Premises** or a **Commercial On-Premises Sign** may, at the option of the owner or person entitled to control the **Copy** of such **Sign**, contain a **Non- Commercial Message** in lieu of a **Commercial Message** and **Non- Commercial Copy** may be substituted at any time in place of **Commercial Copy**. The **Non- Commercial Message (Copy)** may occupy the entire **Sign Face** or any portion thereof. The **Sign Face** may be changed from **Commercial** to **Non-Commercial Messages** and back, or from one **Non-Commercial Message** to another **Non- Commercial Message**, as frequently as desired by the owner or person entitled to control the **Copy** of the **Sign**, if the **Height**, size, location, setback and other dimensional criteria contained in this **Sign Code** are satisfied. This Section, however, is not intended to result in allowing an unlimited number of **Signs** or **Signs** of an unlimited size on any **Premises** or parcel. In the event that the authorization for the **Commercial Sign** does not include limitations on size and number, the substituted **Non-Commercial Sign(s)** shall be no larger and in no greater number than what would have been reasonable for the **Commercial-Sign(s)** for which it has been substituted.

(Ord. # 1317, 12-11-14)

- O. In recognition that content-based discrimination between **Non-Commercial Signs** frequently is invalid, notwithstanding any impression in this **Sign Code** or any other part of the Land Development Regulations or Code of Ordinances relating to signs or free speech to the contrary, with the exception of **Warning and Safety Signs**, any **Sign Erected** or entitled to be **Erected** pursuant to the provisions of this **Sign Code** as **Non- Commercial Sign** may, at the option of the owner or person entitled to control the **Copy** of such **Sign**, contain a different **Non- Commercial Message** in lieu of the **Non-Commercial Message** that is expressly allowed. The substituted **Non- Commercial Message (Copy)** may occupy the entire **Sign Face** or any portion thereof. The **Sign Face** may be changed from one **Non-Commercial Message** to another **Non- Commercial Message** as frequently as desired by the owner or person entitled to control the **Copy** of the **Sign**, if the **Height**, size, location, setback and other dimensional criteria contained in this **Sign Code** are satisfied. This Section, however, is not intended to result in allowing an unlimited number of **Signs** or **Signs** of an unlimited size on any **Premises** or parcel. In the event that the original authorization for the **Non-Commercial Sign** does not include limitations on size and number, the substituted **Non-Commercial Sign(s)** shall be no larger and in no greater number than what would have been reasonable for the original **Non-Commercial-Sign(s)** for which it has been substituted.
- P. Notwithstanding any impression in this **Sign Code** to the contrary, no **Sign** or associated **Sign Structure** shall be subject to any limitation based upon the content (viewpoint) of the message contained on such, except the prohibition of obscene **Signs**.
- Q. The substantive requirements of this **Sign Code** shall apply to the **City** and any other governmental body **Erecting** or maintaining a **Sign** within the **City**.
- R. A **Multi-Vision Sign** must meet each of the following requirements:
1. Neither the **Sign** nor any **Face** of the **Sign** shall contain any moving or animated part or moving or **Flashing** light or gives the appearance of animation or movement;
 2. The entire **Face** shall appear and disappear uniformly and simultaneously. **LED Sign Copy** shall not

fade-out or fade-in, or appear or disappear in any pattern, spiral or movement, or migrate from a side, top or bottom.

3. The **Face** is everywhere more than nine feet (9') above ground;
4. The change of display shall occur simultaneously for the entire **Face**;
5. The **Sign** shall contain a default design that will freeze the device in one **Face** if a malfunction occurs;
6. Each **Face** shall remain static or fixed for at least six (6) seconds;
7. The time to complete the change from one **Face** to the next is a maximum of two (2) seconds for digital technology and three (3) seconds for mechanical louvers.

5.07.06 Off-Premises Sign Standards

The following **Off-Premises Signs** may be **Erected** and displayed in **Business District s** pursuant to a **Permit**:

- A. All **Off-Premises Signs** lawfully classified as ~~Non-Conforming~~ **Nonconforming Signs** on the effective date of this section 5.07.06 as revised (September 10, 1998) are hereby declared to be Legal **Off-Premises Signs** and deemed to have been **Erected** and entitled to be displayed pursuant to a **Permit**.
- B. The total number of **Legal Off-Premises Signs** (sometimes called **Off-Premises Signs**) within the **City** (including but not limited to previously ~~Non-conforming~~ **Nonconforming Off - Premises Signs** which were reclassified by this section 5.07.06 as revised on September 10, 1998) shall not exceed the total number in existence or lawfully **Permitted** by the City on the effective date of the "cap and replace" revisions to this section 5.07.06 (September 10, 1998), and may be less. Should the number of **Off-Premises Signs** ever decrease, as provided below, it shall not thereafter be increased.
- C. The maximum **Area** for any one **Off-Premises Sign Face** shall be four hundred (400) square feet. The maximum aggregate **Area** of all **Double-Faced Sign Faces** visible from any one point shall be four hundred (400) square feet.
- D. **Sign Statuary** incorporated in or associated with an **Off-Premises Sign** shall be included in the **Area** of such **Sign** by measuring a two-dimensional view of the **Sign Face**, and the **Area** of such **Statuary** as so measured may not exceed one-third (1/3) of the **Area** of the **Sign**.
- E. No **Off-Premises Sign** or associated **Sign Structure** may be increased in size or **Height**. Each **Off-Premises Sign** and any associated **Sign Structure** may be maintained, repaired and replaced in the same location, and the **Copy** thereof changed, at any time. Adding one or more alternating **Faces** to the **Face** of an existing **Off-Premises Sign** through any mechanical, electronic or other automated means so as to create a **Multi-Vision Sign**, or increase the number of **Faces** on an existing **Multi-Vision Sign**, is declared to be an enlargement which is not **Permitted**, except as expressly provided in the following paragraph F of this section as the result of a **Lost Sign** that is not replaced as a **Free-Standing Sign**.
- F. **Lost Off-Premises Signs (Cap and Replace).**
 1. A **Lost Sign** is any **Off-Premises Sign** or associated **Sign Structure** that is voluntarily or involuntarily removed from service in whole or in part because such **Sign** or **Sign Structure**:

- (a) Is dismantled, taken down, removed, or covered or obscured in majority part for a period of sixty (60) days in any ninety (90) day period, or
 - (b) Is damaged by fire, wind, flood or other sudden casualty and the cost to paint and repair such **Sign** (including the **Sign Structure**) equals or exceeds fifty percent (50%) of the cost to replace such **Sign**.
2. **Lost Signs** are **Illegal Signs** and, together with any associated **Sign Structure**, shall be removed as provided in section 5.07.09 of this **Sign Code**. In the event that two **Off Premises Signs** within one thousand five hundred (1,500) feet of each other are so removed from service at substantially the same time or by reason of materially the same event, the older **Sign** shall be given priority to rebuild at the same location if that is an option.
3. The owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to replace the **Lost Sign** with a new **Free Standing Sign** elsewhere in the **City**, provided:
- (a) Such **Lost Sign** and any **Associated Sign Structure** have been removed at no public expense, and
 - (b) Such replacement **Sign** is no larger or higher than the **Lost Sign** it is replacing and contains the same or lesser number of **Faces** which are the same or smaller in size than the corresponding **Faces** of the **Lost Sign** it is replacing (notwithstanding the foregoing, the **City Council** may grant a variance to **Permit** or require such replacement **Sign** to be **Erected** or displayed higher than the **Lost Sign** it is replacing--but not to exceed the maximum allowed by law--whenever a literal enforcement of the transferred **Height** limitation would result in an unnecessary hardship on the owner of the replacement **Sign** or the owners of property adjoining the replacement **Sign**), and
 - (c) Such replacement **Sign** is **Erected** or displayed within no less than one thousand five hundred (1500) feet of any other Legal **Off-Premises Sign** measured on the same side of the **Street** or **Streets** connecting them as set forth below (notwithstanding the foregoing, such distance requirement shall be reduced by such amount not to exceed one hundred twenty-five (125) feet as is necessary to place such **Sign** one hundred twenty- five (125) feet from an **Area** zoned for **Residential Use**, and
 - (d) Such replacement **Sign** is located not less than one hundred twenty-five (125) feet from any **Area** zoned for **Residential Use**, and
 - (e) Such replacement **Sign** is not located, in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive or within seventy-five (75) feet of the northerly right-of-way line of said road or drive (measured horizontally from a vertical line intersecting such right-of-way line), and
 - (f) The fee is paid and a **Permit** is issued for the **Erection** and display of such replacement **Sign**, and such replacement **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
 - (g) Such replacement, **Free-Standing Sign** is constructed and fully operational within twelve (12) months after the **Lost Sign** was removed from service. In the event that a **Lost Sign** is not timely replaced, the total number of **Off- Premises Signs Permitted** in the **City** shall be reduced by one (1)
4. As an alternative to replacing a **Lost Sign** with a new **Free-Standing Sign**, the owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to add one (1) alternating **Face** to the **Face** of an existing, Legal **Off-Premises Sign** (either an existing **Multi-Vision Sign** or a **Multi-Vision Sign** resulting from

such addition) for each **Face** of the **Lost Sign**, provided:

- (a) Such **Lost Sign** and any associated **Sign Structure** have been removed at no public expense, and
 - (b) The aggregate square footage of each **Face** added is no larger than the **Face** it is replacing, and
 - (c) The existing or resulting **Multi-Vision Sign** is not located in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive, and
 - (d) The fee is paid and a **Permit** is issued for each **Face** added to an existing or resulting **Multi-Vision Sign**, and such **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
 - (e) The **Face** is registered with the **City** in writing, and a receipt for such registration is obtained from the **City**, no later than sixty (60) days after the **Lost Sign** from whence it came was voluntarily or involuntarily made no longer available for service, after which sixty (60) day period the right to add the **Face** to an existing or resulting **Multi-Vision Sign** shall terminate.
- G.** The distance between **Off-Premises Signs** shall be the shortest distance measured along the nearest edge of the pavement (or right of way where there is no pavement) between points directly opposite the center of each **Sign** and along the same side of the **Street** or **Streets** connecting them. Each **Sign** shall be deemed connected to the other by the **Street** whose centerline is nearest the center of the **Sign**. The minimum distance requirement shall apply only to **Off-Premises Signs** located on the same side of the **Street** or **Streets** connecting them.
- H.** In the event that any **Off-Premises Sign** shall become an **Abandoned Sign** or a **Dilapidated Sign**, then such **Sign** shall become an **Illegal Sign** and, together with any associated **Sign Structure**, be removed as provided in section 5.07.09 of this **Sign Code**, and the total number of **Off-Premises Signs Permitted** in the **City** shall be reduced by one (1) and neither a replacement **Sign** nor additional, alternating **Face** on an existing **Sign** shall be **Permitted**.
- I.** Notwithstanding section 5.07.06B, the total number of **Off-Premises Signs Permitted** within the **City** shall be increased by the number of **Off-Premises Signs** located upon unincorporated territory annexed into the **City** after the effective date of this section 5.07.06, as revised (September 10, 1998), and each such **Sign** shall be treated as any other **Off-Premises Sign** within the **City** provided that it was in full compliance with all applicable **Bay County** zoning and **Sign** regulations at the time of annexation. Conversely, the total number of **Off-Premises Signs Permitted** within the **City** shall be decreased by the number of **Off-Premises Signs** located upon incorporated territory that is de-annexed into **Bay County, Florida**.

5.07.07 On-Premises Sign Standards

The following **On-Premises Signs** may be **Erected** and displayed in **Business District** s pursuant to a **Permit**:

A. Free-Standing Signs:

1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) is **Permitted** one (1) **Free-Standing, On-Premises Sign** with an aggregate **Sign Area** not exceeding three hundred (300) square feet or two (2) square feet for each linear foot of **Frontage** of that **Premises**, whichever is smaller.
2. Each **Premises** in a **Business District** with more than four hundred feet of **Frontage** and each **Corner**

Premises in a **Business District** shall be **Permitted** a second **Free-Standing On-Premises Sign** meeting the requirements of subsection (a) of this section. This subsection shall not apply to a **Shopping Center**.

3. If an applicant in this category waives the right to have any **Free-Standing Sign**, the applicant shall be **Permitted** to exceed the **Building Sign** limitations provided elsewhere in this **Sign Code** by fifty percent (50%) of each such limitation.
4. The aggregate **Sign Area** of a **Free-Standing Sign** shall be measured as follows:
 - (a) If the **Sign** contains three or less cabinets or modules, a separate polygon with no more than eight straight sides will be drawn around and enclose the perimeter of each cabinet or module and the **Sign Area** will be the sum of the **Area** of all the polygons.
 - (b) If the **Sign** contains more than three cabinets or modules, a single polygon with no more than eight straight sides will be drawn around and enclose the perimeter of all cabinets and modules and the **Sign Area** will be the **Area** of the polygon.
 - (c) Where any two cabinets or modules are not everywhere a minimum of twenty-four (24) inches distant from each other, they must be considered a single cabinet or module.
 - (d) Where two cabinets or modules are placed back to back on a single **Sign Structure**, and the **Faces** are at no point more than four (4) feet apart, the **Area** of both cabinets or both modules shall be counted as the **Area** of one.
 - (e) Where four cabinets or modules are arranged in a square, rectangle or diamond on a single **Sign Structure**, and the opposing ends of each pair of cabinets or modules are no more than two (2) feet apart, the **Area** of the four cabinets or four modules shall be counted as the **Area** of two.
 - (f) Each **Free-Standing On-Premises Sign** shall display the **Street** address of the associated **Premises** in numbers no smaller than four (4) inches or larger than ten (10) inches high placed in a prominent location on the **Sign** or **Sign Structure** so as to be as visible as practicable from the **Frontage**.

B. Building Signs.

1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) with one or more **Buildings** is **Permitted** one or more **On-Premises Building Signs**, subject to the following limitations regardless of the number of **Buildings** on the **Premises**:
2. The aggregate **Sign Area** of all such **Building Signs** shall not exceed two (2) square feet of **Area** for each linear foot of **Building Frontage** of the **Premises**, or one (1) square foot of **Area** for each linear foot of **Frontage** of the **Premises**, whichever is greater; provided that the aggregate **Area** of all non- exempt **Building Signs**, **Window Signs** and exempt **Signs** placed on or connected to the **Facade** of a **Building** may not exceed thirty percent (30%) of the **Area** of that **Facade**.
3. A **Corner Premises** shall be entitled to increase the foregoing aggregate **Building Sign Area** by fifty (50) percent, provided that at least thirty percent (30%) and not more than fifty (50) percent of the aggregate **Sign Area** is placed on the side-**Street** side of the **Building**.
4. The maximum number of **Building Signs** for any **Premises** is three (3), except that:

- (a) The maximum number of **Building Signs** for any **Premises** located directly on the **Gulf of Mexico** may be increased by two (2), provided that the additional two (2) **Building Signs** are displayed on the water side of the **Building**; and
 - (b) The maximum number of **Building Signs** for any **Premises** entitled to a **Free- Standing Sign** which has no **Free-Standing Sign** may be increased by two (2), provided that the additional two (2) **Building Signs** are **Graphic Signs**; and
 - (c) The maximum number of **Building Signs** for any **Premises** entitled to a **Free- Standing Sign** whose **Free-Standing Sign** is a **Monument Sign** not exceeding eight (8) feet in **Sign Height** may be increased by one (1) provided that the additional **Building Sign** is a **Graphic Sign**; and
 - (d) The maximum number of **Building Signs** for a **Corner Premises** may be increased by one (1), provided that the additional one (1) **Building Sign** is displayed on the **Side-Street** side of the **Building**.
5. Any **Premises** located directly on the **Gulf of Mexico** may **Erect** and display one **Free-Standing Sign** between the **Building** and the soft beach sand area, but not in the soft beach sand area, intended and used solely for communication with patrons of the **Premises**, provided that the **Area** of such **Sign** shall not exceed sixteen (16) square feet and shall be included in the aggregate **Building Sign Area** of the **Premises**.
6. The aggregate **Sign Area** of one or more **Building Signs** shall be measured as follows:
- (a) Where a **Building Sign** is enclosed by a border or any background material, panel, trim, cabinet, color or illumination which differentiates the **Sign** from the **Building** or background, the **Sign Area** shall be the **Area** within such enclosure or line of differentiation.
 - (b) Where a **Building Sign** is composed of letters, pictures, graphics or symbols attached directly to a wall, **Canopy** or **Building**, and the letters, pictures, graphics or symbols are not enclosed by a border or any background material, panel, trim, cabinet, color or illumination which differentiates the **Sign** from the **Building** or background, a single polygon with no more than eight straight sides will be drawn around and enclose the perimeter of all such letters, pictures, graphics or symbols and the **Sign Area** will be the **Area** of the polygon.
- C. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) with one or more **Buildings** is **Permitted** one (1) **Free-Standing Sign Statuary** not exceeding ten (10) feet in **Height** including any base, provided that (i) no graphic presentation of alphabetic or pictorial symbols or representations designed to communicate information is attached or associated with such **Statuary**, and (ii) the aggregate **Sign Area** of any **Free-Standing Sign** on the same **Premises** does not exceed two-thirds (2/3) of the maximum **Area Permitted** for such **Sign** under this **Sign Code**.
- D. **Sign Statuary** incorporated in or associated with an **On-Premises Sign** shall be included in the **Area** of such **Sign** by measuring a two-dimensional view of the **Sign Face**, and the **Area** of such **Statuary** as so measured may not exceed one-third (1/3) of the **Area** of the **Sign**.
- E. For each **Shopping Center**, the following **On-Premises Signs**, subject to the following requirements, are **Permitted**:

1. For each improved **Street** abutting the **Shopping Center**, one (1) **Free-Standing Sign** bearing the name and identification of the **Shopping Center** and of the establishments on the Premises, the maximum **Sign Area** of which shall be based on the **Gross Leasable Area ("GLA")** within the **Shopping Center**, as follows:
 - (a) Neighborhood **Shopping Center**- less than 30,000 square feet **GLA** - maximum **Sign Area**: four hundred (400) square feet.
 - (b) Community **Shopping Center**- at least 30,000 or more square feet **GLA** - maximum **Sign Area**: eight hundred (800) square feet.
 2. Each establishment located within a **Shopping Center** is **Permitted**:
 - (a) One (1) **Building** or **Canopy Sign** not to exceed two (2) square feet of **Sign Area** for each lineal foot of establishment **Frontage** within the **Center**; provided that in the event such establishment has more than one such **Frontage**, for the purposes of this section each **Frontage** shall be considered a separate establishment, and
 - (b) One (1) hanging (but not swinging) **Projecting Sign** not to exceed one (1) foot by six (6) feet, or the width of the **Canopy**, whichever is less.
- F. Each **Building** in a **Business District** shall be allowed without **Permit** therefore, **Window Signs** which cover or occupy no more than twenty-five percent (25%) of each **Building Glass Area**. Additional window **Signs** are prohibited.

5.07.08 Sign Permit Applications

- A. A **Sign Permit** application for a **Sign** that is required by this **Sign Code**, or separate **City Council** resolution, shall be prepared and submitted on forms available at the **Building** Department. The **Sign Permit** is in addition to any **Permit** required by the **Florida Building Code** or other applicable health and safety code or law, and the issuance of a **Sign Permit** creates no rights with respect to any other **Permit** or under any body of law other than this **Sign Code**. The applicant shall furnish the following information on or with the **Sign Permit** application form:
1. Name, address and telephone number of the person making application for the **Permit**. If the applicant is anyone other than the property owner, the applicant shall provide written authorization from the property owner **Permitting** the installation of the **Sign**.
 2. Name, address and telephone number of the property owner. If the owner is an entity other than an individual, list the contact person's name and telephone number.
 3. Name, address and telephone number of the business tenant, if applicable. If the tenant is an entity other than an individual, list the contact person's name and telephone number.
 4. Name, address, telephone and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name and telephone number.
 5. Address and **Bay County Property Appraiser's** parcel identification number of the property upon which the **Sign** is to be located.
 6. Dimensions, elevation and **Area** of the proposed **Sign**, drawn to scale.

7. For an **On-Premises Sign**, the **Frontage** of the **Premises** and the **Building Frontage**, as needed to determine the **Area** of the **Sign**.
8. For an **On-Premises Sign**, a photograph of the **Facade** of each principle **Building**, photographs of all **On-Premises Signs** on the same **Premises**, and a statement listing, by reference to the photographs, the **Area** of each **On- Premises Sign** computed as required by this **Sign Code**.
9. For a **Free-Standing On-Premises Sign**, a **Site Plan** of the **Premises** indicating in feet and inches the location of the **Sign** in relation to all property lines, public rights-of-way, easements, **Buildings** and any other **Free-Standing Sign** on the **Premises**.
10. For an **On-Premises Building Sign**, the **Façade** elevation showing all existing **Signs**, the proposed **Sign** and all windows and doors, all drawn to scale with dimensions given for the **Façade** and for each element required to be shown
11. For an **Off-Premises Sign**, descriptions and **Street** addresses of the closest two (2) **Off-Premises Signs**, the distance from the location of the proposed **Sign** to each of those **Signs**, measured as required by this **Sign Code**, and including a map or drawing showing the route of measurement
12. Number of **Faces**. If a **Multi-Vision Sign**, the method of changing **Faces**.
13. For a **Free-Standing Sign**, all sign dimensions, including the **Height** of the top of the **Sign** and the distance between the bottom of the **Sign** and grade.
14. Dimensions of the **Sign Structure**, if any.
15. **Sign** illumination, specifying illumination type, placement and intensity.
16. For an Illuminated **Sign**, a complete application for an electrical **Permit** submitted, with appropriate fee, by a qualified and licensed electrical contractor.
17. Three (3) copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida documenting the applicable wind load and demonstrating compliance with the **Florida Building Code** for:
 5. A **Free-Standing Sign** exceeding one hundred (100) square feet in **Sign Area** of any **Face**, or
 6. A **Projecting Signs** over twenty-four (24) square feet in **Sign Area** of any **Face**.
This requirement is in addition to any **Permitting** or substantive requirement imposed from time to time by the **Florida Building Code** or similar law.
18. Landscape plan, as applicable.
19. If applicable, the cost to repair and the cost to replace a **Sign** damaged by casualty, certified by a **Sign** contractor licensed to do business in the **City** and who does not have a direct or indirect economic or other interest in the subject **Sign**.
20. If the value of construction is \$2,500.00 or greater, a certified **Copy** of notice of commencement shall be required prior to **Permit** issuance.
21. Signature of applicant verifying accuracy of information supplied.

- B. An application for a **Permit** shall be accompanied by a **Permit** fee in the amount of twenty-five dollars (\$25.00) reflecting the actual or reasonably anticipated expenses associated with the application, which fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with processing **Permit** applications.
- C. Any **Permit** issued through mistake of fact or law shall confer no right upon the permittee and such **Permit** shall be revoked by the **City Manager** or his designee upon discovery of such mistake, and the **Sign** for which the **Permit** was obtained shall be corrected or removed immediately by the owner or person entitled to possession thereof.
- D. A **Permit** shall become null and void if the **Sign** for which the **Permit** was issued has not been **Erected** and completed within a period of one hundred eighty (180) days after the date of issuance. Only one thirty (30) day extension may be granted by the **City Manager** or his designee for good cause shown. A fee shall not be refunded.
- E. When a **Sign Permit** has been issued, it shall be unlawful to change, modify, alter, or otherwise deviate in any material respect from the size, location and design of the **Sign** or **Sign Structure** represented in the application for such **Permit**.
- F. The **City Manager** or designee may make or require any inspections to ascertain compliance with the provisions of this **Sign Code**, the comprehensive plan of the **City**, this **LDC**, the **Florida Building Code** and any other law.
- G. If the work under any **Sign Permit** is proceeding in violation of this **Sign Code**, the **Florida Building Code**, or any other ordinance of the **City**, or should the **City** be denied access to inspect the work, or should it be found that there has been any false statement or misrepresentation of a material fact in the application or plans on which the **Permit** was based, the **Permit** holder shall be notified of the violation, denial or falsity. If the **Permit** holder fails or refuses to make corrections within ten days, or within three business days **Permit** access or demonstrate revised material facts justifying the **Permit**, it shall be the duty of the **City Manager** or designee to revoke such **Permit** and serve notice upon such **Permit** holder. Such notice shall be in writing and signed by the **City Manager** or his designee. It shall be unlawful for any person to proceed with any part of work after such notice is issued.
- H. **Sign Permit** Application Review.
1. An applicant shall deliver a **Permit** application to the **Building Department**, or such other office as may be designated by the **City Manager**. The application shall be reviewed for a determination of whether the proposed **Sign** meets the applicable requirements of this **Sign Code** and any applicable **Building code** or land development regulation. The review of the **Permit** application shall be completed within forty-five (45) days following receipt of a completed application, and any applicable fees, not counting the day of receipt and not counting any Saturday, Sunday, or legal holiday which falls upon the first or the forty-fifth (45) day after the date of receipt. A **Sign Permit** shall either be approved, approved with conditions (meaning legal conditions existing in the **Sign Code**, **Building code** or land development regulations, such as dimensional requirements), or disapproved, and the decision shall be reduced to writing.
- A disapproval shall include or be accompanied by a statement of the reason(s) for the disapproval. In the event that no decision is rendered within forty-five (45) calendar days following submission, the

application shall be deemed denied. If disapproval is the consequence of a failure to decide upon the application within the deadline set forth herein, the **City Manager** or designee shall upon request refund any applicable fee to the person who paid the fee. In the event that no decision is rendered within forty-five (45) calendar days following submission, the application shall be deemed denied and the applicant may appeal to the **Planning Board**.

2. In the case of an approval with conditions or disapproval an applicant may ask for reconsideration of the decision on the grounds that the **City Manager** or designee may have overlooked or failed to consider any fact(s) that would support a different decision. A written request for reconsideration accompanied by such additional fact(s) as the applicant may wish the **City Manager** or designee to consider, shall be filed with the **City Manager** or designee within ten (10) calendar days after receipt of the decision. No fee shall be required for a request for reconsideration. Upon the timely filing of a request for reconsideration, the decision of the **City Manager** or designee shall be deemed stayed and not a final decision, until the request for reconsideration is decided. The request for reconsideration shall be decided within seven (7) days of receipt by the **City**, not counting any intervening **Saturday, Sunday, or City** holiday. Such decision shall be in writing and shall include a statement of the reason(s) for the decision. If the disapproval of the request for reconsideration was a consequence of a failure to decide upon the application within the deadline set forth herein, the **City Manager** or designee shall verify upon request that any applicable fee was refunded even if the **City Manager** or designee approves the application upon reconsideration.
3. All decisions shall be mailed, transmitted electronically, or hand delivered to the applicant. A record shall be kept of the date of mailing, electronic transmittal, or hand delivery. For the purposes of calculating compliance with the forty-five (45) day deadline for a decision upon an application or the seven day deadline for a decision upon request for reconsideration, the decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.
4. As exceptions to the foregoing, the forty-five (45) day deadline for approval and the seven (7) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
 - (a) In any case in which the application requires a variance from any provision of the **LDC**, the **City Code of Ordinances**, a rezoning of the property, or an amendment to the comprehensive plan of the **City**. In such cases, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.
 - (b) If the applicant is required to make any change to the application in order to obtain an unconditional approval, the time shall be suspended while the applicant makes such change.
 - (c) If an applicant is required to obtain an approval from any other governmental agency, the time shall be suspended until such approval is obtained.
 - (d) In any of the foregoing cases, the applicant may elect to seek a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, make no change to the application, or obtain an approval that may be required by another governmental agency, and may instead demand a decision upon the **Sign Permit** application as filed, subject to obtaining a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, or approval by another agency being obtained. In such event, the **City Manager** or designee shall make a decision

on the application as appropriate within five (5) business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied and the **City Manager** or designee shall verify that any applicable fee was refunded to the person who paid the fee.

5. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the **Building** Department or successor office designated by the **City Manager**. In addition, the **City Manager** or designee shall, within forty-five (45) days of receipt of an incomplete or unpaid application, send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward otherwise and the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the **City Manager** or designee.
6. Any person aggrieved by the decision of the **City Manager** or designee upon his or her **Sign Permit** application shall have the right to appeal to the Planning Board as provided in this LDC. Failure to timely appeal the decision regarding a **Sign** application by the **City Manager** or designee shall waive the right to appeal, but constitute a failure to exhaust administrative remedies for purposes of a subsequent judicial action.
 - I. It shall be unlawful for any person or business or the person in charge of the business to **Erect**, construct, alter or maintain an outdoor advertising display **Sign**, as defined in the **Florida Building Code**, without first obtaining a **Building Permit** from the **City** in accordance with the provisions of the **Florida Building Code** and applicable law. **Permit** fees for a **Building Permit** shall be paid in accordance with the applicable **City** fee schedules. The requirement of a **Building Permit** under the **Florida Building Code** is separate and independent of the requirement for a **Sign Permit** under this **Sign Code**.

5.07.09 Existing Signs

- A. **Illegal Signs.** Any **Sign** existing as of the effective date of this **Sign Code**, or on the effective date of any amendment to this **Sign Code** (i) which was not **Erected** pursuant to a valid **Permit** from the **City** if required or (ii) which did not comply in all respects with **City** ordinances in effect immediately prior to such effective date or (iii) which was required by **City** ordinance in effect immediately prior to such effective date to be removed due to the passage of time or any other reason, regardless of whether the **City** shall have commenced any enforcement action against such **Sign** or any person, and any **Sign** reclassified as an **Illegal Sign** pursuant to section 5.07.09C, is hereby deemed to be an "**Illegal Sign**" and such **Sign**, the **Premises** upon which it is located, and the person or persons responsible for such **Sign** shall be subject to the remedies and penalties provided by law.

Upon a determination by the **City Manager** or his designee and written notice at any time to the owner or person entitled to possession of an **Illegal Sign** that such **Sign** exists, in addition to any other remedy or penalty that may be available to the **City**, the owner or person entitled to possession of an **Illegal Sign** shall be obligated to remove such **Sign** and any associated **Sign Structure** within twenty (20) days after receipt of such notice unless an appeal of such determination has been previously filed with the **Planning Board** and is pending or has been resolved in the permittee's favor.

- B. **Legal Signs.** Any **Sign** existing on the effective date of this **Sign Code** which was **Erected** pursuant to a valid **Permit** from the **City** if required, and which complies in all respects with **City** ordinances in effect

immediately prior to such effective date, and which conforms to the provisions of this **Sign Code**, and any subsequent amendment hereto, is hereby deemed to be a "**Legal Sign**" and shall be entitled to a **Permit** or renewed **Permit** evidencing that fact upon application and payment of a registration fee in the amount of \$5.00 to be applied against the actual or reasonably anticipated expenses associated with the registration. The fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with registration.

- C. **Attrition and removal of Nonconforming Signs.** Any **Sign** existing on the effective date of this **Sign Code**, or the effective date of any amendment to this **Sign Code**, which complied in all respects with **City** ordinances in effect immediately prior to such effective date, and is not an **Illegal Sign**, but which does not conform to the provisions of this **Sign Code**, or any amendment to this **Sign Code**, either independently or in conjunction with other **Signs** is hereby deemed to be a **Nonconforming Sign**.
1. A **Nonconforming Sign** may not be enlarged but may be maintained (i) by painting or refinishing the surface of the **Sign Face** and **Sign Structure**, or by replacing damaged panels, so as to keep the appearance of the **Sign** the same as it was upon the adoption of this **Sign Code** or subsequent amendment hereto which resulted in such **Sign** becoming a **Nonconforming Sign**, or (ii) by replacement of light bulbs or similar expendable electrical devices, and repair and replacement of electrical components for safety reasons only and not to improve or upgrade the appearance or utility of the **Sign**, or (iii) by lawfully changing the content of its **Face**. In the event that a **Nonconforming Sign** is damaged by fire, wind, flood or other sudden casualty and the cost to repaint and repair such **Sign**(including the **Sign Structure**) does not exceed fifty percent (50%) of the cost to replace such **Sign**, then the **Sign** may be repaired provided (i) a **Permit** therefore is obtained within thirty (30) days after such casualty, (ii) the repair is commenced within twenty (20) days after the issuance of such **Permit** and diligently pursued to completion, and (iii) the repaired **Sign** will comply with all applicable **Building** and electrical codes. If after completion of such repair in accordance with such **Permit** such **Sign** does not fully comply with this **Sign Code**, it shall nonetheless continue to be a **Nonconforming Sign**.
 2. Except as provided in the preceding paragraph, any repainting or any structural or other substantive repair, rebuilding, or **Maintenance** work to a **Nonconforming Sign** shall be deemed a waiver of the nonconforming status of the **Sign**, shall render any prior **Permit** void and shall result in the reclassification of such **Sign** as an **Illegal Sign** to be removed pursuant to sub- section C.1. of this section.

(Ord. #1254, 11/14/13)

3. An **Abandoned Sign** cannot become or continue to be a ~~Non-Conforming~~ **Nonconforming Sign**.
4. The nonconforming status of all such **Signs** shall expire on January 1, 2001, or such other date as may be stated in the ordinance adopting the amendment to this **Sign Code** which makes the **Sign** ~~non-conforming~~ **nonconforming**, and all such **Nonconforming Signs** shall be made to conform with this **Sign Code**, if possible, or be removed before that date. Where two **Off-Premises Signs** are non- conforming due to their proximity to each other, the first in time shall be deemed the first in right and the second shall be removed. The **City Manager** may, and upon written request of the owner or person entitled to possession of a **Nonconforming Sign** shall, notify in writing the owner or person entitled to possession of a **Nonconforming Sign** that the **Sign** is nonconforming and the reasons therefore, and that the **Sign** must be made to conform or be removed before the date of the expiration of the **Sign's non-conforming nonconforming** status, which date shall be stated. The notice shall state that the owner or person entitled to possession of the **Sign** may appeal: (i) the determination of nonconformance, (ii) the validity or applicability of this **Sign Code**, or (iii) the necessity of a variance, by appeal to the Planning Board as

provided in section 9.03.00 of this **LDC**. The notice shall also state that failure to appeal within thirty (30) days after receipt of the notice shall constitute an acceptance of the **City's** determination respecting the **Sign** and a waiver of any objection to the validity or application of this **Sign Code** to the **Sign**. The purpose of such advance notice is to allow affected parties an opportunity to appeal and resolve contested issues prior to the expiration of nonconforming status.
(Ord. #1254, 11/14/13)

5. Upon a determination by the **City Manager** or his designee and written notice to the owner or person entitled to possession of such **Sign** that a **Nonconforming Sign** has become a **Dilapidated Sign** or an **Abandoned Sign**, or has lost its nonconforming status by waiver or expiration pursuant to this section, the owner or person entitled to possession of such **Sign** shall remove such **Sign** within twenty (20) days after receipt of such notice.

5.07.010 Enforcement.

- A. **Right of Entry.** The **City Manager** or his designee shall have the authority to enter upon the public or quasi-public portion of any **Premises** within the **City** containing a **Sign** for the limited purpose of enforcing the provisions of this **Sign Code**.
- B. Violation sticker. When a **Sign** exists in violation of this **Sign Code**, the **City Manager** or his designee may, in addition to any other remedy available, follow the following procedure:
 1. The **City Manager** or his designee shall attach a highly visible sticker of at least forty (40) square inches reading "**VIOLATION**" to the **Sign Face**. In the event the **Sign** is one of a number of **Signs** in violation due to excessive aggregate Area, the sticker shall be placed prominently on one of the larger **Signs**. The sticker shall include the date that it was attached to the **Sign** and instructions to call the appropriate **City** office to obtain a **Permit** application for the **Sign**. It shall be unlawful for any person other than the **City Manager** or his designee to remove the **Sign** violation sticker, and the sticker shall so state.
 2. Within fourteen (14) days of attachment of the violation sticker, the owner or person entitled to possession of the **Sign** shall bring the **Sign** into conformity with this **Sign Code**, if necessary and possible, and if required submit a completed application for a **Permit** and fee for a **Permit** for the **Sign**. If the application and fee is not submitted timely, or if the application must be denied, or if the **Sign** is not or cannot be brought into conformity with this **Sign Code** in a timely manner, the **City Manager** or his designee shall have the **Sign** removed and impounded without any further notice.
 3. The owner or person entitled to possession of a **Sign** impounded may recover same prior to the expiration of the thirty-day impoundment period upon the payment to the **City** of the costs incurred in impounding such **Sign**, including attorney's fees. In the event any **Sign** is not so claimed within thirty (30) days, the **City Manager** or his designee may dispose of the **Sign** in the same manner as surplus or abandoned **City** property.
- C. Impoundment of **Prohibited Signs**. The **City Manager** or his designee shall have the authority to remove all **Signs**, without notice to the owners thereof, prohibited by this **Sign Code**, and to impound them for a period of thirty (30) days. The owner or person entitled to possession of a **Sign** impounded may recover same prior to the expiration of the thirty-day impoundment period upon the payment to the **City** of the costs incurred in impounding such **Sign**, including attorney's fees. In the event any **Sign** is not so claimed within thirty (30) days, the **City Manager** or his designee may dispose of the **Sign** in the same manner as surplus or abandoned **City**

property.

- D. Any person who violates any provision of this **Sign Code** is guilty of an offense and upon conviction thereof, shall be punishable as provided by section 1-12 of the code of **Ordinances** of the City of Panama City Beach. Each person shall be deemed guilty of a separate offense for every day the violation of this **Sign Code** is continued or **Permitted** to continue.
- E. Any **Sign** placed on public property or within any **Street** or pedestrian right of way open to the public, except in conformance with the requirements of this **Sign Code**, shall be deemed illegal and shall be forfeited to the public and subject to confiscation. In addition to other remedies hereunder, the **City** shall have the right to recover from the owner or person placing such **Sign** the cost of removal and disposal of such **Sign**.
- F. Any **Sign Erected** or displayed in violation of the provisions of this **Sign Code** or other applicable provisions of the **Code of Ordinances** of the City of Panama City Beach, is deemed to be a public nuisance subject to abatement as provided by law. This remedy is cumulative and in addition to any other remedy available to the **City** under this or any other law.
- G. In addition to other remedies, the **City Manager** or his designee, through the City Attorney, may institute any appropriate action or procedure to bring about compliance with any of the provisions of this **Sign Code**.

5.07.011 **Reserved.**

5.07.012 **Severability.**

- A. If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**.
- B. **Severability where Less Speech Results.** Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this **Sign Code**, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**, even if such severability would result in a situation where there would be less speech, whether by subjecting previously exempt **Signs** to **Permitting** or otherwise.
- C. **Severability of Provisions Pertaining to Prohibited Signs or General Sign Standards.** Without diminishing or limiting in any way the declaration of severability set forth above or elsewhere in this **Sign Code**, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** or any other law is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** that pertains to prohibited **Signs** or general **Sign** standards, including specifically those **Signs** and **Sign**-types prohibited and not allowed under section 5.07.04 of this **Sign Code** and those

general **Sign** standards set forth in section 5.07.05 of this **Sign Code**. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.04 of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.04. Further still, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.05 of this **Sign Code** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 5.07.05.

- D. **Severability of Prohibition or Limitation on Billboards.** If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** and/or any other **Code** provisions and/or laws are declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect the prohibition or limitation (“cap and replace”) of **Off-Premises Commercial Signs** or “billboards” contained in this **Sign Code**.
- E. **Severability of Portions of Definition of “Sign.”** If any part, sentence, phrase, clause, term, or word of the definition of **Sign** in this **Sign Code**, or any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code** employing that definition, is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect any other part, sentence, phrase, clause, term, or word of the definition of **Sign** or any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this **Sign Code**.
- F. **Severability of Definitions relating to Commercial or Non-Commercial.** For many situations, this **Sign Code** relies on the distinction between Commercial speech and Non-Commercial speech to determine the degree of regulation that is appropriate. This **Sign Code** is not intended to modify existing or future judicially established definitions of or distinctions between commercial speech or non-commercial speech. To the extent that this **Sign Code** misstates or misapplies a definition for commercial speech or non-commercial speech as related to First Amendment and is declared unconstitutional or invalid on its face or as applied by the valid judgment or decree of any court of competent jurisdiction, it is the City's intent that the court incorporate and apply the correct, then-prevailing judicial definitions and distinctions, and that the City will amend this **Sign Code** promptly thereafter to formalize such incorporation of the proper standard.
- G. Reference is made to the fact that the definition of **Sign** is intended to treat murals and other public art as a **Sign, Permitted** within the limitations prescribed for all **Signs** and otherwise prohibited, because the **City** has found and determined, and here states, that there is no logical or constitutional way to distinguish between certain elements of what traditionally and universally has been considered a **Sign**, including some **Commercial Signs**, and what traditionally and universally has been considered a mural or other public art, and that the adverse secondary effects (visual clutter, aesthetic nuisance, traffic distraction, etc., as described in the recitals to this **Sign Code**) attributable to “traditional” **Signs** on the one hand and to murals or other public art on the other hand are materially the same, and that there is no practical and enforceable way for the **City** to fairly and consistently distinguish between all elements of “traditional” **Signs** and murals or other public art so as to regulate them separately. In addition, the **City** has found and determined, and here states, that creating a second regulatory scheme for murals and other public art will inevitably result in murals or other public art being added to or associated with

“traditional” **Signs**, thereby increasing the size, number and mass of what for all practical purposes appears to be signage within the **City** beyond that which the people of the City of Panama City Beach have found to be for them and their lifestyles a reasonable time, place and manner limitation. Nonetheless, if for any reason the regulation of murals and other public art as a **Sign** is declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality or invalidity shall not affect those portions of the definition of **Sign** describing “traditional” **Signs**, especially billboards and **Off-Premises Commercial Signs**, and **On-Premises Commercial Signs**, which shall continue to be regulated.

[Cross references: Display of **Signs** by **Building**, general and **Residential** contractors, § 8-96; restrictions on posting on public property § 16-4. State law references: Municipal authority to establish **Sign** ordinance, F.S. § 166.0425; outdoor advertisers, F.S. Ch. 479.]