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 REVISIGN 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; REVISIGN THE RULE FOR TRANSIENT RESIDENTIAL RENTAL SIGNS TO CLARIFY THAT IT APPLIES TO SIGNS ADVERTISING THE TRANSIENT RESIDENTIAL RENTAL RATHER THAN ALL SIGNS; REVISIGN 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")
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' concurring opinion provided a list of rules that would not be content-based including the following: (1) rules regulating the
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 the [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,
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)];
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); Wollslaefer 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); Wollslaefer, 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 Wollslaefer 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 (NRGB), 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 Dept' 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]tate 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) ("[i]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. . . [the 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 Havlak 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
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 **bold 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
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

PUBLISHED in <i>News Herald</i> on the 20th day of August, 2017.
POSTED on <i>pcb.gov.com</i> on the 15th day of September, 2017.

CITY CLERK
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 contain no Commercial Message other content except as prohibited by Section 5.07.04 than an optionally 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 or Sign Statuary 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 or 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 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 of 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, sofit 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, 853 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 Commercials 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
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 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;

(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 6,000 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 incrustible 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 **Election Sign** shall be removed within seven calendar days following the date of that election to which it pertains. State law references: F.S. 106.1425 (revised).

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. Fee 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 Signs) (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 placed, 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 ¾ 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 activity, or Non-Commercial entity, establishment, commodity, good, product, service or other activity conducted anywhere (that is, both On-Premises and Off-Premises Signs).

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

M. Sign which omits 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-Commercial demonstrations, political rallies or otherwise expressing their valid right to 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 rational 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 (candela 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 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 Districts 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 Sign 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 (1,500) 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 Districts 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, rectangular 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 Facade 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.


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

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 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, 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 recategorization of such Sign as an Illegal Sign to be removed pursuant to subsection 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, 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 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.
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.]