

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

LL. **Digital Light Show**

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

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:

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1. Thomas Drive, South Thomas Drive and Front Beach Road: fifty (50) feet.
 2. North Lagoon Drive, Joan Avenue, Clarence Street, Beckrich Road, Alf Coleman Road, Lyndell Lane, Clara Avenue, Hill Road, Powell Adams Road, and State Road 79: thirty-five (35) feet.
 3. Panama City Beach Parkway (Back Beach Road) and Hutchinson Boulevard (Middle Beach Road): Twenty (20) feet.
- G.** All **Free-Standing On-Premises Signs** located on any **Premises** lying in whole or in part within one hundred (100) feet of the right of way of Panama City Beach Parkway (Back Beach Road) or Hutchinson Boulevard (Middle Beach Road) shall be **Monument Signs**.
- H.** All **Signs** and **Structures** for which a **Permit** is required by this **Sign Code**, including their supports, braces, guys and anchors, shall be maintained so as to present a neat and clean appearance. Painted areas and **Sign** surfaces shall be kept in good condition, and illumination, if any, shall be maintained in safe and good working order.
- I.** The general **Area** in the vicinity of any **Free-Standing Sign** must be kept free and clear of **Sign** materials, debris, trash and other refuse, and weeds and grass shall be kept neatly cut.
- J.** If illuminated, non-**LED Signs** shall be illuminated only by the following means:
1. By white, steady, stationary, electric light of reasonable brightness and intensity, shielded and directed solely at the **Sign**. No illuminated **Sign** shall cast light to exceed four tenths (.4) maintained foot candle luminance in a **Residential** zoning district. Any light from an Internally Illuminated **Sign** shall not exceed ten (10) foot candles maintained luminance measured at a distance of ten (10) feet from the **Sign**. These standards shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
 2. Any light from an **Externally Illuminated Sign** or floodlight used to illuminate a **Sign** shall be shaded, shielded, or directed so that the light intensity or brightness shall not interfere with the safe vision of motorists, or bicyclists.
 3. No **Sign** shall be so illuminated that it interferes with the effectiveness of, or obscures an official traffic **Sign**, device or **Signal**.
 4. An **Illuminated Sign** shall have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
 5. An **Illuminated Sign** shall require both a **Sign Permit** and an electrical **Permit** prior to installation.
 6. Neon tubing, string lights, or other similar devices used to outline any **Building** or in **Sign** design shall be restricted to two (2) linear feet for each foot of **Frontage** of the **Premises** on which the **Building** or **Sign** is located. Display of neon tubing shall be limited to the maximum of two (2) parallel lines of neon tubing.

- K. A **LED Sign** shall:
1. Have an auto-sensor regulating its illumination to follow changes in ambient light.
 2. Not exceed a maximum luminance intensity of seven thousand (7000) nits (candelas per square meter) during daylight hours and a maximum luminance of five hundred (500) nits between fifteen minutes after sunset and fifteen minutes before sunrise as measured from the **Sign Face** at maximum brightness. This standard shall not be interpreted or enforced to prevent persons of ordinary sensibilities viewing the **Sign** from perceiving its expression.
 3. Not interfere with the effectiveness of, or obscure an official traffic **Sign**, device or signal.
 4. Not be **Externally Illuminated**, including a **Sign** that is only partially **LED**.
 5. Have a disconnecting switch located in accordance with the provisions of the **National Electric Code**.
 6. Require both a **Sign Permit** and an electrical **Permit** prior to installation.
- L. No **Sign** shall be **Erected** or displayed near a **Street**, driveway or bicycle path intersection so as to obstruct the view of pedestrian or vehicular traffic and constitute a hazard. No **Sign** shall obstruct, conceal, hide or otherwise obscure from view any **Traffic Control Device Sign** or official traffic signal.
- M. Each horizontal dimension of the base or berm of a **Monument Sign** shall not exceed 150% of the corresponding horizontal dimension of the **Sign Face** or cabinet. The **Height** of the base or berm of a **Monument Sign** shall be included in the **Monument Sign Height**.
- N. Notwithstanding any impression in this **Sign Code** to the contrary, any **Sign Erected** or entitled to be **Erected** pursuant to the provisions of this **Sign Code** as a **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.
- O. 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**.
- P. 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**.

Q. 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 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 **Off - Premises Signs** which were reclassified by this section 5.07.06 as revised on September 10, 1998) shall not exceed the total number in existence or lawfully **Permitted** by the City on the effective date of the "cap and replace" revisions to this section 5.07.06 (September 10, 1998), and may be less. Should the number of **Off-Premises Signs** ever decrease, as provided below, it shall not thereafter be increased.
- C.** The maximum **Area** for any one **Off-Premises Sign Face** shall be four hundred (400) square feet. The maximum aggregate **Area** of all **Double-Faced Sign Faces** visible from any one point shall be four hundred (400) square feet.
- D.** **Sign Statuary** incorporated in or associated with an **Off-Premises Sign** shall be included in the **Area** of such **Sign** by measuring a two-dimensional view of the **Sign Face**, and the **Area** of such **Statuary** as so measured may not exceed one-third (1/3) of the **Area** of the **Sign**.
- E.** No **Off-Premises Sign** or associated **Sign Structure** may be increased in size or **Height**. Each **Off-Premises Sign** and any associated **Sign Structure** may be maintained, repaired and replaced in the same location, and the **Copy** thereof

changed, at any time. Adding one or more alternating **Faces** to the **Face** of an existing **Off-Premises Sign** through any mechanical, electronic or other automated means so as to create a **Multi-Vision Sign**, or increase the number of **Faces** on an existing **Multi-Vision Sign**, is declared to be an enlargement which is not **Permitted**, except as expressly provided in the following paragraph F of this section as the result of a **Lost Sign** that is not replaced as a **Free-Standing Sign**.

F. Lost Off-Premises Signs (Cap and Replace).

1. A **Lost Sign** is any **Off-Premises Sign** or associated **Sign Structure** that is voluntarily or involuntarily removed from service in whole or in part because such **Sign** or **Sign Structure**:
 - (a) Is dismantled, taken down, removed, or covered or obscured in majority part for a period of sixty (60) days in any ninety (90) day period, or
 - (b) Is damaged by fire, wind, flood or other sudden casualty and the cost to paint and repair such **Sign** (including the **Sign Structure**) equals or exceeds fifty percent (50%) of the cost to replace such **Sign**.
2. **Lost Signs** are **Illegal Signs** and, together with any associated **Sign Structure**, shall be removed as provided in section 5.07.09 of this **Sign Code**. In the event that two **Off Premises Signs** within one thousand five hundred (1,500) feet of each other are so removed from service at substantially the same time or by reason of materially the same event, the older **Sign** shall be given priority to rebuild at the same location if that is an option.
3. The owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to replace the **Lost Sign** with a new **Free Standing Sign** elsewhere in the **City**, provided:
 - (a) Such **Lost Sign** and any **Associated Sign Structure** have been removed at no public expense, and
 - (b) Such replacement **Sign** is no larger or higher than the **Lost Sign** it is replacing and contains the same or lesser number of **Faces** which are the same or smaller in size than the corresponding **Faces** of the **Lost Sign** it is replacing (notwithstanding the foregoing, the **City Council** may grant a variance to **Permit** or require such replacement **Sign** to be **Erected** or displayed higher than the **Lost Sign** it is replacing--but not to exceed the maximum allowed by law--whenever a literal enforcement of the transferred **Height** limitation would result in an unnecessary hardship on the owner of the replacement **Sign** or the owners of property adjoining the replacement **Sign**), and
 - (c) Such replacement **Sign** is **Erected** or displayed within no less than one thousand five hundred (1500) feet of any other Legal **Off-Premises Sign** measured on the same side of the **Street** or **Streets** connecting them as set forth below (notwithstanding the foregoing, such distance requirement shall be reduced by such amount not to exceed one hundred twenty-five (125) feet as is necessary to place such **Sign** one hundred twenty- five (125) feet from an **Area** zoned for **Residential Use**, and

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- (d) Such replacement **Sign** is located not less than one hundred twenty-five (125) feet from any **Area** zoned for **Residential Use**, and
 - (e) Such replacement **Sign** is not located, in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive or within seventy-five (75) feet of the northerly right-of-way line of said road or drive (measured horizontally from a vertical line intersecting such right-of-way line), and
 - (f) The fee is paid and a **Permit** is issued for the **Erection** and display of such replacement **Sign**, and such replacement **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
 - (g) Such replacement, **Free-Standing Sign** is constructed and fully operational within twelve (12) months after the **Lost Sign** was removed from service. In the event that a **Lost Sign** is not timely replaced, the total number of **Off-Premises Signs Permitted** in the **City** shall be reduced by one (1)
4. As an alternative to replacing a **Lost Sign** with a new **Free-Standing Sign**, the owner of a **Lost Sign** or the owner's assignee, but no other, shall be entitled to add one (1) alternating **Face** to the **Face** of an existing, Legal **Off-Premises Sign** (either an existing **Multi-Vision Sign** or a **Multi-Vision Sign** resulting from such addition) for each **Face** of the **Lost Sign**, provided:
- (a) Such **Lost Sign** and any associated **Sign Structure** have been removed at no public expense, and
 - (b) The aggregate square footage of each **Face** added is no larger than the **Face** it is replacing, and
 - (c) The existing or resulting **Multi-Vision Sign** is not located in whole or in part, in the **Area** south of the centerline of Front Beach Road (scenic highway 98), South Thomas Drive or Thomas Drive, and
 - (d) The fee is paid and a **Permit** is issued for each **Face** added to an existing or resulting **Multi-Vision Sign**, and such **Sign** complies with this **LDC**, all applicable **Building** codes and all other applicable state and local laws, and
 - (e) The **Face** is registered with the **City** in writing, and a receipt for such registration is obtained from the **City**, no later than sixty (60) days after the **Lost Sign** from whence it came was voluntarily or involuntarily made no longer available for service, after which sixty (60) day period the right to add the **Face** to an existing or resulting **Multi-Vision Sign** shall terminate.
- G. The distance between **Off-Premises Signs** shall be the shortest distance measured along the nearest edge of the pavement (or right of way where there is no pavement) between points directly opposite the center of each **Sign** and along the same side of the **Street** or **Streets** connecting them. Each **Sign** shall be deemed connected to the other by the **Street** whose centerline is nearest the center of the

Sign. The minimum distance requirement shall apply only to **Off-Premises Signs** located on the same side of the **Street** or **Streets** connecting them.

- H. In the event that any **Off-Premises Sign** shall become an **Abandoned Sign** or a **Dilapidated Sign**, then such **Sign** shall become an **Illegal Sign** and, together with any associated **Sign Structure**, be removed as provided in section 5.07.09 of this **Sign Code**, and the total number of **Off-Premises Signs Permitted** in the **City** shall be reduced by one (1) and neither a replacement **Sign** nor additional, alternating **Face** on an existing **Sign** shall be **Permitted**.
- I. Notwithstanding section 5.07.06B, the total number of **Off-Premises Signs Permitted** within the **City** shall be increased by the number of **Off-Premises Signs** located upon unincorporated territory annexed into the **City** after the effective date of this section 5.07.06, as revised (September 10, 1998), and each such **Sign** shall be treated as any other **Off-Premises Sign** within the **City** provided that it was in full compliance with all applicable **Bay County** zoning and **Sign** regulations at the time of annexation. Conversely, the total number of **Off-Premises Signs Permitted** within the **City** shall be decreased by the number of **Off-Premises Signs** located upon incorporated territory that is de-annexed into **Bay County, Florida**.

5.07.07 On-Premises Sign Standards

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

A. Free-Standing Signs:

- 1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) is **Permitted** one (1) **Free-Standing, On-Premises Sign** with an aggregate **Sign Area** not exceeding three hundred (300) square feet or two (2) square feet for each linear foot of **Frontage** of that **Premises**, whichever is smaller.
- 2. Each **Premises** in a **Business District** with more than four hundred feet of **Frontage** and each **Corner Premises** in a **Business District** shall be **Permitted** a second **Free-Standing On-Premises Sign** meeting the requirements of subsection (a) of this section. This subsection shall not apply to a **Shopping Center**.
- 3. If an applicant in this category waives the right to have any **Free-Standing Sign**, the applicant shall be **Permitted** to exceed the **Building Sign** limitations provided elsewhere in this **Sign Code** by fifty percent (50%) of each such limitation.
- 4. The aggregate **Sign Area** of a **Free-Standing Sign** shall be measured as follows:
 - (a) If the **Sign** contains three or less cabinets or modules, a separate polygon with no more than eight straight sides will be drawn around and enclose the perimeter of each cabinet or module and the **Sign Area** will be the sum of the **Area** of all the polygons.
 - (b) If the **Sign** contains more than three cabinets or modules, a single polygon with no more than eight straight sides will be drawn around and enclose

the perimeter of all cabinets and modules and the **Sign Area** will be the **Area** of the polygon.

- (c) Where any two cabinets or modules are not everywhere a minimum of twenty-four (24) inches distant from each other, they must be considered a single cabinet or module.
- (d) Where two cabinets or modules are placed back to back on a single **Sign Structure**, and the **Faces** are at no point more than four (4) feet apart, the **Area** of both cabinets or both modules shall be counted as the **Area** of one.
- (e) Where four cabinets or modules are arranged in a square, rectangle or diamond on a single **Sign Structure**, and the opposing ends of each pair of cabinets or modules are no more than two (2) feet apart, the **Area** of the four cabinets or four modules shall be counted as the **Area** of two.
- (f) Each **Free-Standing On-Premises Sign** shall display the **Street** address of the associated **Premises** in numbers no smaller than four (4) inches or larger than ten (10) inches high placed in a prominent location on the **Sign** or **Sign Structure** so as to be as visible as practicable from the **Frontage**.

B. Building Signs.

- 1. Each **Premises** in a **Business District** (except a **Premises** within a **Shopping Center**) with one or more **Buildings** is **Permitted** one or more **On-Premises Building Signs**, subject to the following limitations regardless of the number of **Buildings** on the **Premises**:
- 2. The aggregate **Sign Area** of all such **Building Signs** shall not exceed two (2) square feet of **Area** for each linear foot of **Building Frontage** of the **Premises**, or one (1) square foot of **Area** for each linear foot of **Frontage** of the **Premises**, whichever is greater; provided that the aggregate **Area** of all non-exempt **Building Signs**, **Window Signs** and exempt **Signs** placed on or connected to the **Facade** of a **Building** may not exceed thirty percent (30%) of the **Area** of that **Facade**.
- 3. A **Corner Premises** shall be entitled to increase the foregoing aggregate **Building Sign Area** by fifty (50) percent, provided that at least thirty percent (30%) and not more than fifty (50) percent of the aggregate **Sign Area** is placed on the side-**Street** side of the **Building**.
- 4. The maximum number of **Building Signs** for any **Premises** is three (3), except that:
 - (a) The maximum number of **Building Signs** for any **Premises** located directly on the **Gulf of Mexico** may be increased by two (2), provided that the additional two (2) **Building Signs** are displayed on the water side of the **Building**; and
 - (b) The maximum number of **Building Signs** for any **Premises** entitled to a **Free-Standing Sign** which has no **Free-Standing Sign** may be increased by two

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

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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.

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4. Name, address, telephone and license number of the contractor, if applicable. If the contractor is an entity other than an individual, list the contact person's name and telephone number.
5. Address and **Bay County Property Appraiser's** parcel identification number of the property upon which the **Sign** is to be located.
6. Dimensions, elevation and **Area** of the proposed **Sign**, drawn to scale.
7. For an **On-Premises Sign**, the **Frontage** of the **Premises** and the **Building Frontage**, as needed to determine the **Area** of the **Sign**.
8. For an **On-Premises Sign**, a photograph of the **Facade** of each principle **Building**, photographs of all **On-Premises Signs** on the same **Premises**, and a statement listing, by reference to the photographs, the **Area** of each **On-Premises Sign** computed as required by this **Sign Code**.
9. For a **Free-Standing On-Premises Sign**, a **Site Plan** of the **Premises** indicating in feet and inches the location of the **Sign** in relation to all property lines, public rights-of-way, easements, **Buildings** and any other **Free-Standing Sign** on the **Premises**.
10. For an **On-Premises Building Sign**, the **Façade** elevation showing all existing **Signs**, the proposed **Sign** and all windows and doors, all drawn to scale with dimensions given for the **Façade** and for each element required to be shown
11. For an **Off-Premises Sign**, descriptions and **Street** addresses of the closest two (2) **Off-Premises Signs**, the distance from the location of the proposed **Sign** to each of those **Signs**, measured as required by this **Sign Code**, and including a map or drawing showing the route of measurement
12. Number of **Faces**. If a **Multi-Vision Sign**, the method of changing **Faces**.
13. For a **Free-Standing Sign**, all sign dimensions, including the **Height** of the top of the **Sign** and the distance between the bottom of the **Sign** and grade.
14. Dimensions of the **Sign Structure**, if any.
15. **Sign** illumination, specifying illumination type, placement and intensity.
16. For an Illuminated **Sign**, a complete application for an electrical **Permit** submitted, with appropriate fee, by a qualified and licensed electrical contractor.
17. Three (3) copies of the plans, specifications, calculations and details, signed and sealed by an engineer licensed in Florida documenting the applicable wind load and demonstrating compliance with the **Florida Building Code** for:
 - (a) A **Free-Standing Sign** exceeding one hundred (100) square feet in **Sign Area** of any **Face**, or
 - (b) A **Projecting Signs** over twenty-four (24) square feet in **Sign Area** of any **Face**.

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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

5. Standards for Special Situations

decision shall be deemed made when deposited in the mail, transmitted electronically, or hand delivered to the applicant.

4. As exceptions to the foregoing, the forty-five (45) day deadline for approval and the seven (7) day deadline for a decision upon receipt of a request for a reconsideration shall not apply (that is, the time shall be suspended):
 - (a) In any case in which the application requires a variance from any provision of the **LDC**, the **City Code of Ordinances**, a rezoning of the property, or an amendment to the comprehensive plan of the **City**. In such cases, the time shall be suspended until a final decision is made upon the application for the variance, rezoning, or comprehensive plan amendment.
 - (b) If the applicant is required to make any change to the application in order to obtain an unconditional approval, the time shall be suspended while the applicant makes such change.
 - (c) If an applicant is required to obtain an approval from any other governmental agency, the time shall be suspended until such approval is obtained.
 - (d) In any of the foregoing cases, the applicant may elect to seek a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, make no change to the application, or obtain an approval that may be required by another governmental agency, and may instead demand a decision upon the **Sign Permit** application as filed, subject to obtaining a variance, rezoning of the property, or an amendment to the comprehensive plan of the **City**, or approval by another agency being obtained. In such event, the **City Manager** or designee shall make a decision on the application as appropriate within five (5) business days after receiving such demand. If a decision is not made in such a time, the application shall be deemed denied and the **City Manager** or designee shall verify that any applicable fee was refunded to the person who paid the fee.
5. An application which is materially incomplete or which is not accompanied by the required fee shall not be deemed accepted and the time for review of the application shall not commence until a complete application accompanied by the required fee is filed with the **Building** Department or successor office designated by the **City Manager**. In addition, the **City Manager** or designee shall, within forty-five (45) days of receipt of an incomplete or unpaid application, send the applicant a written explanation of the deficiencies in the application and ask that the deficiencies be remedied, explaining that the application cannot proceed forward otherwise and the review will be suspended pending receipt of the required information or documentation. The applicant must then submit a new application with the deficiencies corrected in order for it to be considered by the **City Manager** or designee.
6. Any person aggrieved by the decision of the **City Manager** or designee upon his or her **Sign Permit** application shall have the right to appeal to the

Planning Board as provided in this LDC. Failure to timely appeal the decision regarding a **Sign** application by the **City Manager** or designee shall waive the right to appeal, but constitute a failure to exhaust administrative remedies for purposes of a subsequent judicial action.

- I. It shall be unlawful for any person or business or the person in charge of the business to **Erect**, construct, alter or maintain an outdoor advertising display **Sign**, as defined in the **Florida Building Code**, without first obtaining a **Building Permit** from the **City** in accordance with the provisions of the **Florida Building Code** and applicable law. **Permit** fees for a **Building Permit** shall be paid in accordance with the applicable **City** fee schedules. The requirement of a **Building Permit** under the **Florida Building Code** is separate and independent of the requirement for a **Sign Permit** under this **Sign Code**.

5.07.09 Existing Signs

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

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

- B. **Legal Signs.** Any **Sign** existing on the effective date of this **Sign Code** which was **Erected** pursuant to a valid **Permit** from the **City** if required, and which complies in all respects with **City** ordinances in effect immediately prior to such effective date, and which conforms to the provisions of this **Sign Code**, and any subsequent amendment hereto, is hereby deemed to be a "**Legal Sign**" and shall be entitled to a **Permit** or renewed **Permit** evidencing that fact upon application and payment of a registration fee in the amount of \$5.00 to be applied against the actual or reasonably anticipated expenses associated with the registration. The fee may be changed from time to time by resolution of the **City Council** to reflect changed expenses associated with registration.
- C. **Attrition and removal of Nonconforming Signs.** Any **Sign** existing on the effective date of this **Sign Code**, or the effective date of any amendment to this **Sign Code**,