



**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, July 8, 2025
6:00 PM

Call to Order
Pledge of Allegiance
Roll Call

REGULAR MEETING

1. Approval of the Agenda -

Action Request: Motion to approve the July 8, 2025 agenda.

2. Presentations -

a. Hurricane Recovery and Preparedness Efforts

Monthly update to highlight hurricane recovery and preparedness efforts.

3. Audience Comments -

If you wish to address the City Commission, please fill out a speaker's card and provide it to the City Clerk. Once you are called, please come to the podium and state your name and address for the record. Comments shall be limited to 3 minutes and shall be limited to non-public hearing items on the agenda. Public comment on agenda items will be allowed when that item is called.

4. Consent -

a. Approval of June 17, 2025 and the June 18, 2025 City Commission Strategic Planning Workshop Minutes and the June 24, 2025 City Commission Meeting Minutes

b. Authorize a contract amendment with Robert Half in the amount of \$30,000.00.

c. Approve a Purchase Order amendment with Joe Payne, Inc. in the amount of \$350,000 for Building and Permitting Services.

5. Action Items -

a. Resolution 2025-18: Pause in Enforcement of Modular Public Safety Building Setbacks

A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT; PROVIDING

FOR A PAUSE IN THE ENFORCEMENT OF SETBACK REQUIREMENTS FOR TEMPORARY MODULAR PUBLIC SAFETY BUILDINGS IN ZONING DISTRICTS THAT AUTHORIZE PUBLIC SERVICE USES; PROVIDING FOR SEVERABILITY, SCRIVENER'S ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND EXPIRATION DATE.

Action: Motion to [adopt/adopt with modifications/deny] Resolution 2025-18.

6. Ordinances -

a. Final Reading of Ordinance 2025-10: Amendments to Land Development Code DIVISION 26 - SIGN ORDINANCE

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING AMENDMENTS TO LAND DEVELOPMENT CODE DIVISION 26 SECTIONS 26-1 THROUGH 26-42 ENTITLED SIGN ORDINANCE TO ENSURE CONTENT-NEUTRAL SIGN DEFINITIONS, STANDARDS, REGULATIONS AND REQUIREMENTS, AND ADOPTING AMENDMENTS TO THE REQUIREMENTS FOR PERMITTING, ENFORCEMENT, AND MAINTENANCE FOR NEW, EXISTING AND NONCONFORMING SIGNS IN ALL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Action: Motion to adopt Ordinance 2025-10.

7. Items for Discussion -

8. City Clerk, City Manager, City Attorney and City Commission Reports -

9. Adjournment -

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

PUBLIC COMMENT INSTRUCTIONS FOR THOSE NOT PHYSICALLY PRESENT:

The City has made accommodations for those who cannot be physically present or do not feel comfortable appearing in person. If a member of the public would like to provide comments for the meetings, they may do so in the following ways:

- Email the City Clerk by 12:00 p.m. on the day of the meeting at cityclerk@stpetebeach.org
- Leave a voicemail message by calling **727.363.9225** by 12:00 p.m. the day of the meeting

In your three (3) minute or less comment, please be sure to include your name and address for the record.

The public is cordially invited to attend this meeting.

All agenda material is available for review at City Hall or www.stpetebeach.org.

Hurricane Recovery and Preparedness Efforts

July 8, 2025



Hurricane Recovery

- Permit Processing
- Resources & Communications
- Demolitions

Hurricane Preparedness

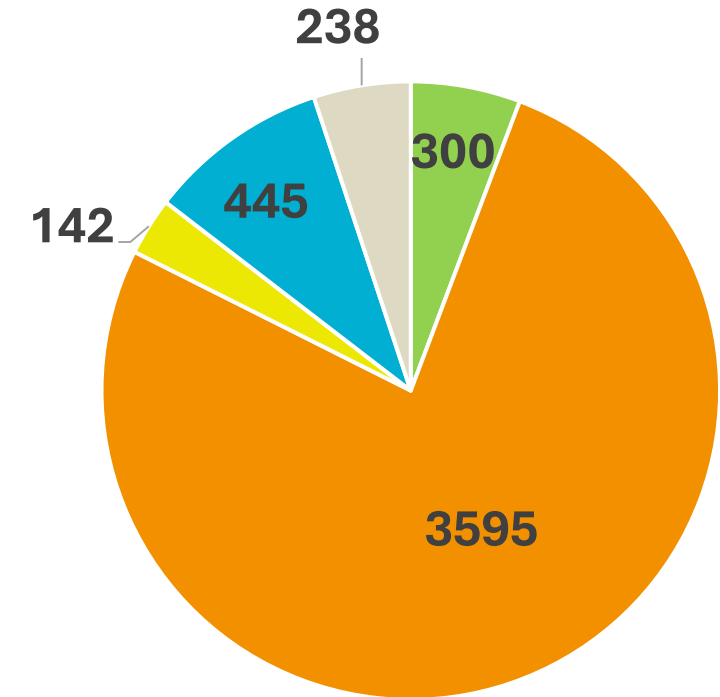
- Training
- Substantial Damage Administrative Plan
- Public Services



Permit Processing

10/1/24 – 6/22/25

- **4,720** Applications Submitted
- Permits – Daily Average
- Intake: 299
 - Issued: 60
 - Goal: 60
- Building Permit Inspections – Daily Average
 - Inspections: 103
- Primary Challenges
 - Needing and waiting on additional documentation



- Received, Not in Review
- Issued
- In Review
- Closed
- Other

Resources & Communications

- Updating the website with new FAQs
- Providing additional information to accompany the labor rates sheet
- Developing a list of “Typical Inspections”
- Providing a list of documents needed for Demolitions and Elevating a Home
- Working with Business Analyst to improve and enhance internal processes

Demolitions

10/1/24 – 6/22/25

- **121** Demolition Permit Applications
- **63** Issued
- **12** Closed
- The average amount of time that it is currently taking to issue a demo permit is 38 days

** When all required information and documentation is submitted at the time of application, the City is typically able to issue demolition permits within 30 days.*

Hurricane Preparedness

Training

- National Incident Management System (NIMS) and Incident Command System (ICS)
- Pinellas County - Damage Assessment Training
- Tabletop Exercise on 6/16/25
- Florida Floodplain Managers Conference 6/24/25 – 6/27/25

Hurricane Preparedness

Substantial Damage Administrative Procedures Plan

- Establishes standard operating procedures (SOPs)
- Identifies roles and responsibilities for damage assessment
- Provides direction by defining key terms such as “Fair Market Cost” and “Market Value”
- Incorporates Forerunner- the City’s new damage assessment software
 - Forerunner creates significant efficiencies by aggregating disparate flood information into a single dashboard while automating many workflows and reports

Hurricane Preparedness

Public Services

- Infrastructure & Property Maintenance
- Emergency Management Planning & Training
- Debris Management Site Certification
- Community Sandbag Supply

Wastewater System Maintenance



Stormwater System Inspection & Cleaning



Pond Maintenance



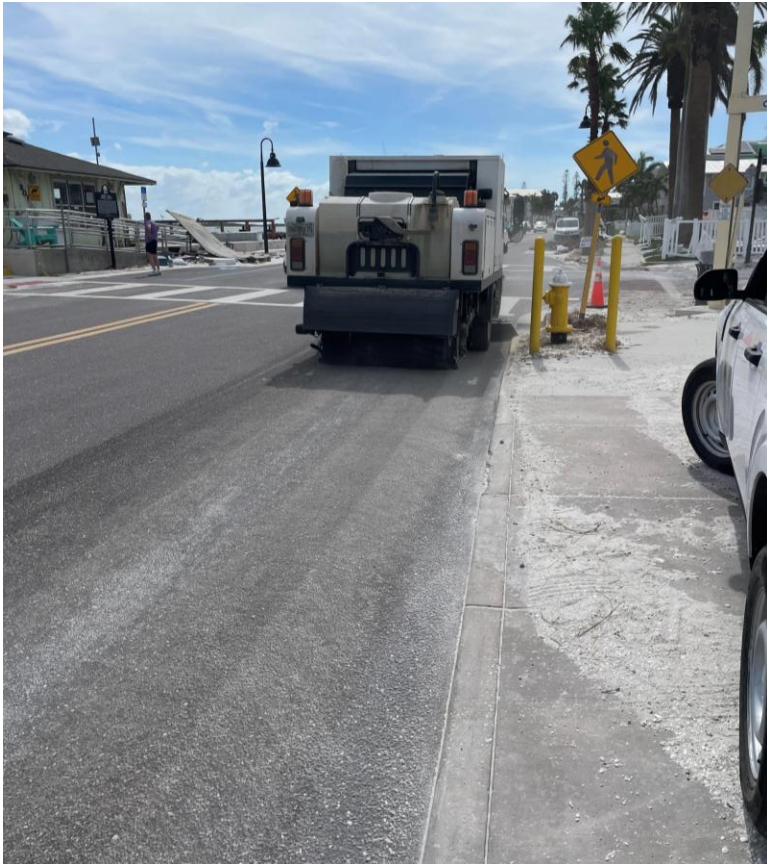
Tree Trimming



Property Maintenance



Street Sweeping

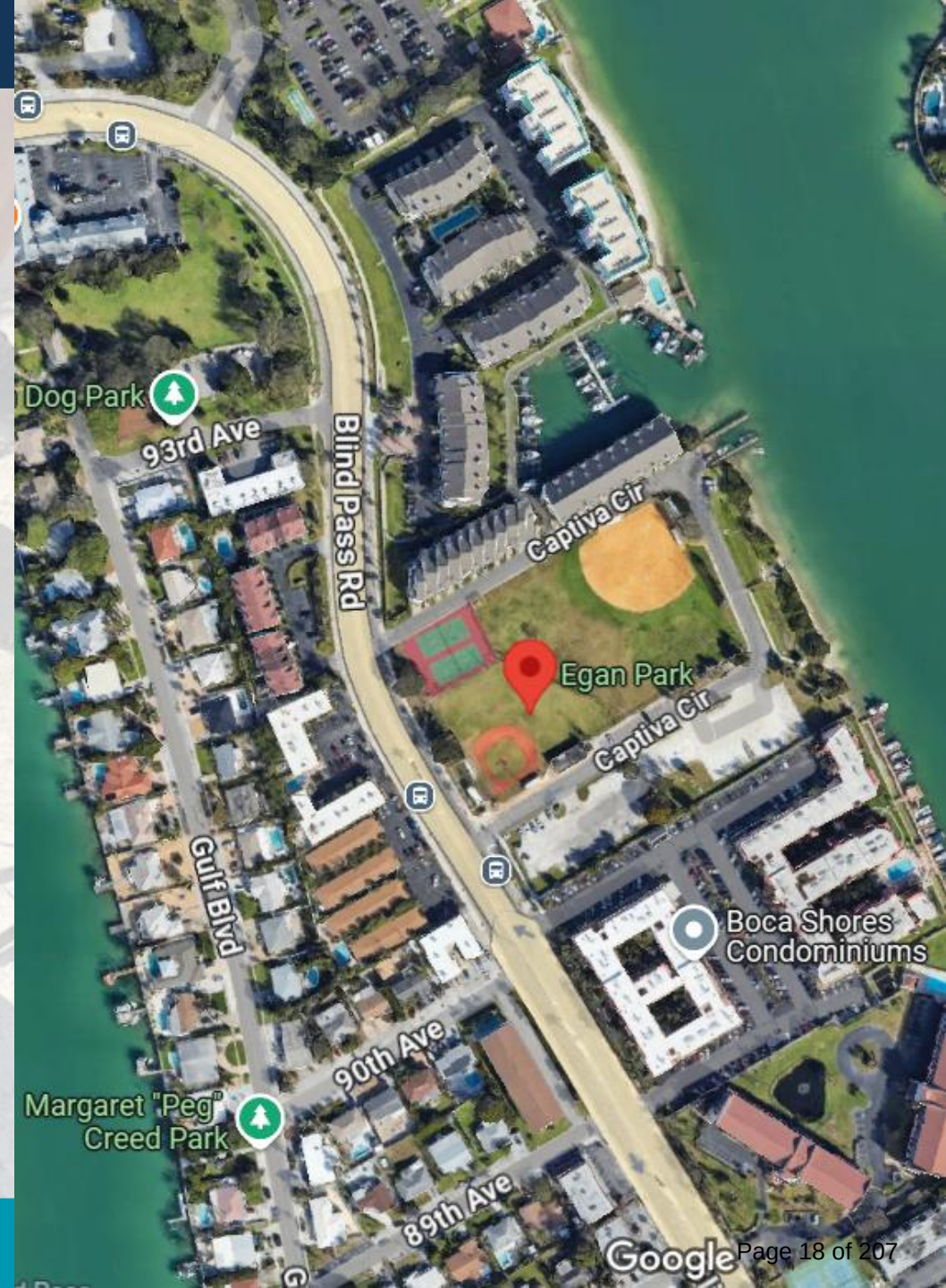


Debris Management Site Certifications



Free Sand and Bags Available at Egan Park

Prepare for the storm season early-
Avoid long lines and supply shortages!



Questions?

City Commission Strategic Planning Workshop
June 17, 2025
4:30 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor
Karen Marriott, Vice Mayor, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3
Joe Moholland, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager	Devon Schmidt, Finance Director
Ralf Brookes, City Attorney	Camden Mills, Public Services Director
Renee Rose, City Clerk	Candyce Galloway, Chief Technology & Innovation Officer
Marc Portugal, Communications Manager	Mandy Edmunds, Interim Recreation Director
Jim Kilpatrick, Fire Chief	Cathleen Bowley, Interim Library Director
Laura Canary, Community Development Director	

City Manager Robustelli opened the meeting at 4:31pm.

1. PRESENTATION: STRATEGIC PLANNING

Mayor Petrilă welcomed everyone. City Manager Frances Robustelli stated the format is informal as this is a one team approach, with the city's top leadership team. She thanked Candyce Galloway and Devon Schmidt, who will also be presenting as both have extensive strategic planning backgrounds. She started with an overview of the agenda in presentation and started with an ice breaker. The presentation is included as part of the meeting record.

Manager Robustelli continued with an overview of each department's recent goals. Each director provided a brief elevator statement about what their department accomplished.

Ms. Schmidt began by outlining the strategic planning process, describing it as a community roadmap that requires both agility and preparedness. She emphasized that strategic planning involves understanding the city's current position, setting future goals, and determining the path to achieve them. Rather than focusing on logistics like meeting schedules or metrics, the goal is to build a system that empowers agency and department heads to set priorities, allocate resources, and ensure accountability, solving real problems and delivering lasting value to citizens. She reviewed the city's highest-ranked priorities and envisioned what success would look like in 3–5 years. Ms. Schmidt also highlighted that the 2022 task list was more of a checklist than a true strategic vision, lacking rationale and aspiration. She noted the December work session as the beginning of a collaborative effort, centered on community needs. Concerns were raised that the current vision statement's values are too vague and undefined, and a suggestion was made to create a mission specifically for the Commission.

Ms. Galloway presented feedback from a recent Commissioner survey, highlighting both areas of alignment and those lacking consensus. Commonly shared priorities included promoting health, safety, and quality of life, providing essential public services, and supporting what individuals can't accomplish alone. She shared strategic insights and a SWOT analysis as a health check of the city's current state. The strategic planning summary identified key aligned priorities: recovery, resiliency, and sustainability; reliable infrastructure; community prosperity; and smart economic development. These priorities included actionable outcomes and real-world examples. The Commission broadly agreed that the city's identity is shaped by its natural assets and residential character. There was strong consensus on five guiding values: fiscal responsibility, resilience, environmental stewardship, community engagement, and service excellence and innovation. The Commission also agreed on the

city's essential services and what internal excellence looks like: cross-departmental collaboration, proactive leadership, empathy, and a unified service culture. Immediate priorities for the next 12–24 months centered on recovery and infrastructure. The session concluded with a group exercise focused on improving alignment around these goals.

Manager Robustelli called for a break at 5:31pm; the meeting resumed at 5:41pm.

The Commission discussion centered on the city's future identity, responsible growth, and how to ensure development aligns with resident needs. Manager Robustelli posed the overarching question of who the city aspires to be, raising the issue of smart versus sustainable growth. Commissioners debated how development should unfold over the next 20 years, with several pointing out that areas like Dolphin Village and Corey Avenue are underutilized and need strategic redevelopment. There was concern about density being disproportionately increased on the north side of the beach, leaving the south side limited in options. Redevelopment envisioned mixed-use buildings, such as shops with residences above, along Corey Avenue to revitalize the area. Commissioners discussed the comprehensive plan, noting that it historically prohibited expansion of density. However, redevelopment could lead to increased density if approached strategically. They discussed the need for updated and accurate traffic studies, pointing out that past metrics were flawed and decisions were made based on bad data. Traffic remains a major concern for residents, and any changes in density should be supported by reliable studies and proactive infrastructure improvements. The real challenge is financing resilient development. Without offering some additional density, developers won't invest in projects that provide long-term benefits to the city. However, many see that no new projects will be completed within the next two decades due to the city's difficult permitting process and reputation as a tough place to do business. It was noted that most permitting delays are often due to incomplete applications from contractors. Development needs to reflect what residents want, and most residents do not want increased density. The city has approved large projects without gaining meaningful infrastructure improvements in return. The mayor emphasized that the city's focus must remain on maintaining residents' quality of life, not just facilitating outside investment. There was agreement that developers who don't live in the city are making decisions that impact the residents who do. It was asked how the city can incentivize hotel redevelopment without increasing density. District 1 isn't impacted by hotel development, but it still faces challenges like empty storefronts, poor roads, and the lack of a grocery store. Increased traffic in that district could be a worthwhile tradeoff if it brings essential services like a grocery store. District 2 would see increased residential street traffic, prompting a discussion that the city should have conducted proper planning and traffic analysis well in advance.

Staff raised the question of how often the city surveys residents. It was noted that every community survey shows strong opposition to more height, density, and traffic. People moved to the area for a certain lifestyle, and many feel that's now at risk. There was a suggestion to focus on creating more green space and parks, rather than large developments, and explore smaller-scale residential projects like townhomes. It was asked why certain properties, like Windward, couldn't become residential condos instead of resorts. There was further discussion about past developments like Tradewinds and Sirata, they offered no real benefits to the community and that developers must be held accountable to contribute tangible improvements. Negotiations need to start at the city manager and staff level, and that if the Commission is united, they can leverage the city's \$200 million infrastructure needs to demand more from developers. If developers are building only what's allowed by right, can the city negotiate? It was discussed that most projects still require something from the city, offering potential leverage. Where is the line is between a small business that shouldn't be burdened and a larger business that should be asked to contribute to the community.

Staff suggested approaching planning differently, starting with a long-term vision and then designing backward. Discussion noted the importance of affordable housing, but storms destroyed potential sites.

There was discussion of giving small hotels slight increases in density as a compromise, rather than approving

massive resort-style developments. Staff noted many boutique hotels are locally owned, and the city should be focusing on redeveloping areas like Corey Avenue. Discussion also noted that focusing on residents, rather than just tourists, could help small businesses survive. There are too many vacant storefronts and not enough diversity in its business offerings. The discussion highlighted that focusing on residents allows businesses to be less dependent on tourism. Previously, local businesses offered resident discounts, but that ended, and now many residents shop in St. Pete. There was shared agreement on the need to help local small businesses thrive. The city needs more businesses that offer real value to residents, grocery stores being a key example. Relying only on tourism is unsustainable; there needs to be a diverse mix of businesses.

Manager Robustelli called for a break at 7:02pm; the meeting resumed at 7:08pm.

Manager Robustelli turned to values in practice particularly around how the Commission wants to be perceived by the community and how they work together. She asked how they show up for each other and what commitments they've established for working together. Commissioners agreed that this group goes beyond the routine, unlike past commissions that simply voted on what was in front of them, this commission is willing to engage in difficult conversations and take risks to make meaningful changes for residents and businesses. Discussion included frustration about being insulted and receiving calls from residents who were upset by the way commissioners were treated. Disagreement is expected; it should not be disrespectful. This tone discourages people from applying for commission seats. The workload is already heavy, with late-night meetings. If the commission wants people to step up and contribute, they must set a better example. Manager Robustelli asked if the Commission wants public discourse. Commissioners reflected on how to disagree constructively, noting that even when they don't agree, they generally work well together and represent different parts of the city. Some disagreements can be unproductive and divisive. They encouraged acknowledging areas of agreement more openly to help the public see unity rather than constant conflict. The consensus was that disagreement is natural, but it must be handled respectfully, without making it or taking it personal.

5. Adjournment

The next Strategic Planning Workshop is scheduled for June 18, 2025 at 4:30 PM.

Mayor Petrila adjourned the meeting at 7:30pm.

MINUTES APPROVED: , 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

City Commission Strategic Planning Workshop

June 18, 2025

4:30 p.m.

ELECTED OFFICIALS PRESENT:

Adrian Petrilă, Mayor

Karen Marriott, Vice Mayor, Commissioner, District 1

Lisa Robinson, Commissioner, District 2

Betty Rzewnicki, Commissioner, District 3

Joe Moholland, Commissioner, District 4

STAFF PRESENT:

Frances Robustelli, City Manager

Ralf Brookes, City Attorney

Renee Rose, City Clerk

Marc Portugal, Communications Manager

Jim Kilpatrick, Fire Chief

Laura Canary, Community Development Director

Devon Schmidt, Finance Director

Camden Mills, Public Services Director

Candyce Galloway, Chief Technology & Innovation Officer

Mandy Edmunds, Interim Recreation Director

Cathleen Bowley, Interim Library Director

Adam Poirrier, Asst. City Manager

Mayor Petrilă called the meeting to order at 4:30 p.m.

1. PRESENTATION: STRATEGIC PLANNING

City Manager Robustelli opened with an ice breaker before moving on the 2025-2027 strategic roadmap. The presentation is included as part of the meeting record. This included the city's mission and vision and proposed 5 Strategic Initiatives. She requested the Commission provide feedback as she goes through each one, keeping two questions in mind: 'what keeps you up at night?' and 'what does community excellence look like?'. Additionally, each of the 5 strategic initiatives have 3-5 goals attached, and she asked the Commission to provide any changes they may have.

Manager Robustelli started with Operational Excellence, which was formerly Internal Services. The Commission's primary concerns centered around disaster preparedness, the limits of legislative power, and the city's operational inefficiencies. Residents turn to them for solutions they can't directly deliver; implementation depends on staff. Financial stability and the city's ability to recover from crises are also a concern. There was frustration with outdated systems and infrequent reviews, slow permitting processes, and excessive red tape that delay recovery and development. The lack of proactive systems before recent storms led to a reactive approach, highlighting the need for adaptable policies, like modifying codes to fit real-time needs. There's a gap in public understanding of permitting, which fuels confusion. The Commission agreed the city needs to become more responsive and efficient. Operational excellence comes from staff who think critically and take the initiative to bring change forward. Manager Robustelli moved to the Operational Excellence goals. Suggestions were made to add "and short term" to goal 2 – "Identify and pursue long term sustainable revenue sources...", add a legislative tracking/pursuit component to goal 2, and add monitoring of CUPs and enforcement provisions to goal 4. There was discussion on the fee study with regard to revenue sources.

Manager Robustelli continued with Recovery, Resilience and Sustainability, formerly Resiliency and Recovery. Commissioners discussed issues including the challenge of balancing property rights with disaster resilience. There have been too many temporary infrastructure fixes. They keep doing the same things that haven't worked in the past. The barrier islands have a very aged infrastructure and there's insufficient funding to fully rebuild or mitigate risks. There isn't a real solution to sea level rise. Becoming a model city requires embracing new ideas, establishing sustainable revenue sources, like a CRA and TIF while values are low. County collaboration is essential to long-term success and resilience. Goal review included striking "top-rated destinations" from goal 1 and add developing partnerships like Elevate Florida, UF, and other schools to goal 5.

Manager Robustelli moved on to Community Prosperity, formerly Community and Neighborhoods. Discussion

included concerns about corporations buying residential properties in neighborhoods. There was conversation about what defines a neighborhood atmosphere and how different areas, while unique, can still align under shared values of respect, cooperation, and a small-town feel. Even with differences between neighborhood pockets, the goal is to remain neighborly and enhance each area's identity without imposing too many rules that stifle community spirit. Prosperity and excellence within the community are seen as a combination of happy, engaged residents and thriving local businesses. A prosperous community is one with active storefronts, accessible recreational opportunities, and clean, well-maintained public spaces, including not just beachfront access but also public access to bay waters and other outdoor amenities. Community excellence means providing premier outdoor experiences, supporting local commerce, and ensuring businesses contribute fairly. Goal review resulted in striking the words “and neighborhood” from Goal 1.

Manager Robustelli called for a break at 6:05pm; the meeting resumed at 6:09pm.

Manager Robustelli continued with Reliable Infrastructure, formerly Transportation and Infrastructure. Issues discussed included concerns about the City's aging infrastructure, including insufficient funding and limited time to fully address the issues. There were fears of eventual system collapse, similar to scenarios described in *The Light Pirate*. There was confusion among residents about backflow prevention, with many incorrectly assuming it's the City's responsibility. Community excellence was defined as having a reliable stormwater system, fully functional infrastructure with minimal failure points, and sustainable parking solutions. This includes making parking a revenue source, requiring new development to manage its own parking needs, and creating public parking through private development opportunities. Excellence also involves proactive measures like taller seawalls and the pursuit of innovative, yet-to-be-developed solutions. Goal review suggestions included adding “and stormwater” to Goal 4 and add “collaboration with partner agencies” to Goal 1.

Manager Robustelli moved on to Economic Development and Smart Growth, formerly Economic Development. The discussion focused on economic and redevelopment challenges facing the city. A major concern is the disengagement of commercial landowners and the difficulty small and medium-sized business owners face in maintaining operations, leading many to leave. There is a fear from residents that no close amenities are left post-storm. With the city largely built out, there's uncertainty about whether growth is wanted. There's frustration over a lack of diversity in business types, with small boutique hotels unable to expand and landowners holding unrealistic expectations of property value, leading to stalled sales and unmotivated buyers. The slow pace of economic reset and persistent vacancies, empty buildings, which are viewed as more problematic than vacant lots, are key issues. Community excellence would mean a shift toward economic strategy that prioritizes local needs over tourism alone. It calls for investor due diligence, better alignment with the Chamber of Commerce, proactive outreach to property owners by economic development staff, and activation of underutilized spaces, especially within the CRA. The city's reputation extends beyond residents, and there's a need to balance sustainable tourism with strong localism. The consensus is that businesses must begin serving full-time residents, not just visitors, in order to succeed long term. There was agreement that the city's role is not to make businesses thrive, but to create the conditions where they can, by removing barriers, maintaining operational excellence, and supporting smart growth. Building a resilient local economy is essential. The path forward may require a catalyst development project that sparks broader investment and redevelopment, helping restore walkability, accessibility, and the neighborhood feel many residents miss. Goal review included revising “promote tourism” to “encourage sustainable tourism” in Goal 1. The beach is a resource people want to visit, not everyone can live here. Promote residential development to enhance city's appeal. Change the word “ensure” to “support” in Goal 2, affordable housing is a challenge. Maximize revenue from tourists through parking and impact fees.

Staff follow-up items include preparing for the possibility that the city may need to manage the 2026 hurricane season independently. Additional follow-ups involve reviewing the parking sticker program, getting results from

the Gulf Boulevard traffic study conducted by Forward Pinellas, advancing neighborhood plans and vision development, and assessing the impact of increased impervious surfaces contributing to more rainwater runoff and flooding. Staff will also follow up on vacancy assessments to better understand and address commercial property vacancies.

5. Adjournment

The meeting was adjourned at 7:23pm.

MINUTES APPROVED: JULY 8, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

**City Commission Meeting
June 24, 2025
6:00 p.m.**

ELECTED OFFICIALS PRESENT:

Adrian Petrilu, Mayor
Karen Marriott, Vice Mayor, Commissioner, District 1
Lisa Robinson, Commissioner, District 2
Betty Rzewnicki, Commissioner, District 3
Joe Moholland, Commissioner, District 4

STAFF PRESENT:

Ralf Brookes, City Attorney	Jim Kilpatrick, Fire Chief
Frances Robustelli, City Manager	Camden Mills, Public Services Director
Renee Rose, City Clerk	Mandy Edmunds, Interim Recreation Director
Marc Portugal, Communications Manager	

Mayor Petrilu called the meeting to order at 6:00 p.m., followed by the Pledge of Allegiance.

1. PRESENTATIONS

a. District 4 Commission Appointment Interviews

Mayor Petrilu summarized the need for interviews following Commissioner Moholland's resignation. They will start with the first applicant and continue in order of when applications were received. Commissioners should ask each applicant the same questions, then deliberate. There is an option to have Commissioner Moholland resign on the spot, vacating the seat immediately, and the Commission could make the appointment at this meeting and not return tomorrow. Commissioner Moholland will make a brief statement after the interviews and will amend his resignation. Vice Mayor Marriott asked about noticing issues if they cancel a scheduled meeting. City Attorney Brookes said they can amend the agenda to add the appointment tonight and take public comment before taking action. Mayor Petrilu asked for consensus. Consensus was achieved to add the appointment.

2. APPROVAL OF THE AGENDA

Mayor Petrilu asked to add District 4 Commission Appointment to the agenda.

Vice Mayor Marriott asked to add a discussion item about a post-storm ordinance on code enforcement.

Motion: Mayor Petrilu moved, Commissioner Robinson seconded, and the motion carried 5-0 to approve the June 24, 2025 City Commission Agenda, as amended to appoint a District 4 Commissioner.

City Manager Robustelli asked to amend the agenda to allow staff presentations to be heard prior to the interviews.

Motion: Mayor Petrilu moved, Commissioner Rzewnicki seconded, and the motion carried 5-0 to approve the June 24, 2025 City Commission Agenda, as amended to move Commission appointment interviews and appoint a Commissioner after consent agenda.

a. Hurricane Recovery – Insurance Update

Camden Mills, Public Services Director, gave an update on hurricane recovery and insurance claims related to Hurricanes Helene and Milton. So far, damages are estimated at \$3.1 million and \$300,000 respectively, after deductibles. Insurance has paid \$3.3 million to date, but total approved repair costs are around \$5 million, leaving a gap of about \$1.7 million. However, \$1.2 million is expected to be reimbursed once invoices are submitted, reducing the gap to roughly \$500,000. Most discrepancies with insurance involve roof replacements, HVAC, and elevators. The insurance company agrees with the repair scope and is working with contractors to resolve pricing issues. Reimbursements for mechanical and electrical work will be made after invoices are submitted. Some repairs include mitigation upgrades, so costs may be higher than like-for-like replacements. Negotiations are ongoing to recover as much funding as possible.

Mayor Petrila asked when the rec center will be repaired. Mr. Mills said contracts are finalized, and the contractor has started ordering materials. Delivery is expected in 2–4 weeks, after which a formal construction schedule will be set and shared with the public.

Vice Mayor Marriott asked whether any of the repairs are addressing infrastructure that was already nearing the end of its useful life, offsetting future maintenance or replacement costs. Mr. Mills said some of the current repair work is helping offset future maintenance costs. A significant portion relates to the public services building, which was already in the capital plan, so these repairs will reduce future maintenance needs. Roof replacements are especially beneficial, as they will extend the building's useful life.

b. Post Storm Review Emergency Operations Plan

Jim Kilpatrick, Fire Chief, provided an overview of updates made to the Emergency Operations Plan (EOP) based on feedback, training, and lessons learned from recent storm events. Input was gathered from community partners, city staff, department heads, and external agencies like FDEM and neighboring municipalities. A major issue identified was staffing gaps, along with communication issues and the need for clearer roles and responsibilities during emergencies. In response, the city conducted multiple trainings, including ICS courses and tabletop exercises, and implemented specific position assignments using ICS 203 forms. Pre-storm contracts for food, debris management, and EOC locations were addressed. Improvements were made to incident action plans, with clearer daily objectives, and a new employee support position was added. Social media messaging was pre-planned with county partners to ensure clearer public communication. The EOP has been updated to include more support roles and expanded leadership depth, especially within the fire department. Emergency pay policies have been clarified, and adjustments made for secondary and tertiary EOC plans. The city also established structured shifts and developed SOPs and checklists to guide transitions from normal operations to emergency roles.

Discussion disclosed frustration about poor communication during the storms, particularly the lack of timely information and limited access to the EOC briefings. It was suggested that key officials be allowed to attend briefings as observers to better assist the public, but it was explained that the Incident Command System (ICS) structure does not include elected officials in the operational chain of command. Allowing one official access would require allowing all, creating additional bureaucratic challenges during emergencies. The City Manager serves as the primary conduit for information and is increasing the frequency of updates. Officials staying on the island during storms provide firsthand information to help response efforts. The need for a briefing format that separates internal updates from public messaging was discussed to ensure consistent communication. It was acknowledged that early in the last storm response, there were communication gaps and delays in formal briefings, which began only after a backup Incident Management Team arrived around day three. Training and preparedness have been improved, with formal briefings expected to start earlier in future events. Communication breakdowns were noted to occur not only within the city but also between the city and outside agencies. Unexpected arrivals of resources and sudden changes, like the bridge reopening, happened without city staff being notified, causing confusion when providing accurate information to the public. Information came in rapidly and had to be filtered through the PIO, City Manager, and staff. Additional personnel have been assigned to assist, and the city has developed a more robust and better-trained plan for managing and distributing information. A completed, name-specific IC 203 form outlining roles and responsibilities has been developed and mapped out by leadership. Critical positions have checklists, and training is ongoing to ensure readiness. Key section leaders are prepared, supported by the IMT team, to maintain smooth operations in the EOC during emergencies. The city is addressing policy changes, such as stricter vacation approvals for critical positions to ensure backup coverage. Critical staff have second-in-command backups to maintain readiness. Vacation cancellations may happen with about three days' notice when a disaster is likely.

3. PUBLIC COMMENT

LeeAnn Moore, 540 39th Ave, is the owner of Top Shape Fitness in Dolphin Village. She asked for an update on the sign ordinance, specifically relating to sandwich boards and banners. Businesses are still open at Dolphin Village and they need to get the word out.

Deb Schechner, 710 Boca Ciega Dr, commended the library for their programming. She noted that the clerk posts notice of a canceled meeting. She thanked Commissioner Moholland for his honesty and presence. It's important to support local shops and restaurants to during this slower tourist season.

4. CONSENT

- a. Approval of the June 10, 2025 City Commission Budget Workshop #2 Minutes and the June 10, 2025 City Commission Meeting Minutes
- b. Approval of the FY26 Co-Sponsored Special Event Applications
- c. Approval of an amendment of the Insight Global Contract in the amount of \$44,000, and authorize the City Manager to execute the agreement
- d. Approval of a Facility Use Agreement with Pasadena Community Church for use of their facility for EOC

Motion: Commissioner Moholland moved, Vice Mayor Marriott seconded, and the motion carried 5-0 to approve the June 24, 2025, City Commission Consent Agenda as presented.

a. District 4 Commission Appointment Interviews

Mayor Petrila requested to interview the applicants in the order they applied.

Jon Maldonado introduced himself. He was born and raised in Los Angeles and joined the U.S. Air Force after high school, serving 10 years active duty while completing his undergraduate and law enforcement degrees. He then served 24 years in federal law enforcement, including three combat deployments and earning numerous awards. He is proud to be a grandpa and hopes his family can enjoy St. Pete Beach's community, which he chose as his first lifelong home for its history, people, and strong sense of community.

Why do you want to join commission?

Mr. Maldonado's decision to apply was driven by his experience volunteering at City Hall, where he helps residents with permit applications and hears community concerns from across St. Pete Beach. These interactions highlighted shared concerns about infrastructure, overdevelopment, and its impact on the local economy and businesses. Combined with his extensive background in government, including executive boards and governance roles, these factors drove him to apply.

Do you have the time to dedicate to this position?

Mr. Maldonado is fully retired, and acknowledged the time and effort required to serve, including preparation, studying, and understanding the city's history and direction. He commended the Mayor and Commission for their recent efforts in addressing key issues. He is committed to learning quickly by reviewing past Commission meetings. He expressed interest in current topics such as noise concerns, CUPs, and the Freebee program. He thanked the City for the opportunity to volunteer and help residents and said it been a great program.

What do you see as the City's current greatest need?

Mr. Maldonado said storm preparedness, particularly beach nourishment and fixing or replacing failed pumps immediate needs. There isn't a full picture from previous city officials on the state of the financials, which complicates planning for upcoming projects. After reviewing budgets and meeting records, he thinks the city may not be fully accounting for the financial gap between goals and available resources. The city needs to prioritize infrastructure funding, especially systems for managing sewage and tidal water, and he supports building in redundancies for long-term reliability, which will come at a cost.

Where do you see the city 20 years from now?

Through promoting St. Pete Beach as America's premier beach, Mr. Maldonado wants to attract more foreign investment. He noted the importance of continued growth in the TDT revenue, which helps preserve the beach's character and historic properties. Long-term, he wants to see areas like Dolphin Village elevate into top shopping destinations, introducing more high-end restaurants, and offering a mix of casual and upscale experiences.

When did you start volunteering with permitting?

Mr. Maldonado said he was one of the first volunteers.

Have you decided if you'll run for the election?

Mr. Maldonado said he's not going to declare now but saw this as a trial run. With the support of neighbors and business owners, he wants their input to help shape a decision.

What is your platform or ideology as a commissioner?

Protect, Preserve, and Promote. Mr. Maldonado wants to preserve the city's history, protect what the city is trying to restore, and promote the ideas of his neighbors and business owners.

Have you served on any boards or committees?

Mr. Maldonado said he has no experience at the state or local government level but noted relevant leadership roles. He has served on international boards, including the American Overseas School of Rome, and participated in law enforcement-related committees. He was president and vice president of a homeowner's association, where he worked with city officials and legal counsel to advocate for safety-related legislative changes. He understands the importance of collaboration, negotiation, and a neighborly approach in resolving community issues and fulfilling fiduciary responsibilities.

Should the form 6 disclosure be reinstated, are you willing to complete it?

Mr. Maldonado said yes; he's used to those financial disclosures, having been in federal government service.

Have you attended any commission meetings, community meetings, etc?

Mr. Maldonado said he attends them online. It's convenient and allows him to take notes.

Are you involved in any organizations that may influence any decision made as commissioner?

Mr. Maldonado said no.

Do you believe your personal views align with the views of District 4 when it comes to development or redevelopment, and what are those views?

Mr. Maldonado said he supports preserving the district's historic character, which is a common sentiment among neighbors, friends, and business owners. At the same time, he recognizes the importance of structured redevelopment that enhances the area's beauty and attracts businesses that's favorable to both residents and business owners.

What is a CUP and how does the process work?

Mr. Maldonado said a Conditional Use Permit allows residents or business owners to make changes not currently permitted by existing regulations. A petition is presented to the commission, which then reviews and decides whether to approve the request.

What are the residents' and small business needs in District 4, and are they the same as other districts?

Mr. Maldonado said businesses across St. Pete Beach, including District 4, want to recover lost revenue from the storms. District 4 business owners specifically want to preserve the area's small, historic shops. Unlike other parts of the beach with larger vendors, District 4 focuses on local, St. Pete Beach-specific items like souvenirs for areas like Pass-a-Grille.

Who is largest revenue provider to the city's tax base?

Mr. Maldonado thought it was the hotels; Commissioner Robinson said it's actually the residents.

As a Commissioner, what are your responsibilities and to whom?

Mr. Maldonado said his responsibility is to the citizens of St. Pete Beach. His responsibility is to get their input and serve as their voice, rather than speak from his personal opinion.

Have you read the City's Comprehensive Plan, and what is its relationship with the LDC?

Mr. Maldonado has not read the plan in its entirety, but is reviewing it along with other plans. He was not able to answer the relationship between the Comp Plan and the LDC.

What is the greatest need for District 4?

Mr. Maldonado said beach renourishment and protecting wildlife.

Are you aware of Friends of St. Pete Beach and Protect St. Pete Beach, and who they represent?

Mr. Maldonado has heard of both groups. Their mission is maintaining the historic Pass-a-Grille feeling and maintaining quaint beach charm. They are opposed to overdevelopment.

Robert 'Bob' Schiros introduced himself, sharing that he is an active community volunteer in Pass-a-Grille (PAG). He is retiring soon, which will allow more time for civic involvement. He wants to contribute to St. Pete Beach's ongoing redevelopment while preserving its history, charm, and community spirit, especially in PAG and Vina Del Mar. As a local property owner and former small business owner, having opened the PAG General Store before it was lost to the storms, he has firsthand experience with community and business concerns. His engineering background leading a \$40million business unit and solving complex engineering problems gives him a different perspective. Since becoming a full-time resident in 2020, he has followed city commission remotely. He expressed respect for the amount of time and effort current commissioners put in and looks forward to joining the team.

Why do you want to join the Commission?

Mr. Schiros said he has been actively volunteering. As he is nearing retirement, he doesn't want to be bored.

Do you have the time to dedicate to this position?

Mr. Schiros has a vacation scheduled in September, but other than that he works from home. He plans to retire later this summer.

There are other openings on boards and committees; why not start there?

Mr. Schiros prefers to start at the top. Guiding the entire effort is more engaging than serving on a board or committee, which he feels could become repetitive. He is drawn to something more diverse and more challenging.

What do you see is the top priority for District 4?

Mr. Schiros said there is not just one. Top concerns include tidal check valve maintenance, post-hurricane rebuilding, and heavily used public amenities like barbecue grills. He also highlighted the need for beach nourishment, restoring swim buoys, and addressing short-term rental impacts, given the current drop in rental properties. He stressed the importance of preserving PAG's unique character, balancing day visitors with full-time residents, maintaining historical charm, and not redeveloping large, out-of-place homes.

Should the form 6 disclosure be reinstated, are you willing to complete it?

Mr. Schiros would complete it.

Are you considering running for the special election?

Mr. Schiros said yes.

What is your platform or ideology as a commissioner?

Mr. Schiros said it's important to balance the needs of residents and businesses. He was a small business owner. He leans toward prioritizing residents, but the businesses cannot be overlooked.

What do you see as the city's current greatest needs?

Mr. Schiros said there's a lack of maintenance. The city doesn't do enough routine and preventive maintenance.

Are you a member of any organization that would influence any decision?

Mr. Schirois is not a member of any organization that will influence his decisions.

Who is largest revenue provider to the city's tax base?

Mr. Schiros assumed it would be businesses; Commissioner Robinson said it's the residents.

What is a CUP and how does the process work?

Mr. Schiros said it's a Conditional Use Permit. It allows someone to request approval for a use not normally allowed under existing specifications. The process involves applying to the board, explaining the intended use, and agreeing to specific conditions. The permit is a way to work within the existing specifications while allowing flexibility, with certain conditions. It can go with the property or the owner, depending on how it's structured.

Have you read the City's Comprehensive Plan, and what is its relationship with the LDC?

Mr. Schiros has started reading the comp plan but doesn't know the relationship with the LDC.

What are the residents' and small businesses need in District 4 and are they the same as other districts?

He can't speak for other districts, but Mr. Schiros said local businesses in his district have specific concerns. Hotels are worried that short-term rentals are cutting into their revenue. An ice cream shop is frustrated by an ice cream truck competing nearby. Everyone wants more parking and improved enforcement of parking regulations.

As a commissioner, what are your responsibilities and to whom?

Mr. Schiros said his first responsibility is to the residents and businesses of District 4, listening to their needs, and bringing those needs to the Commission. These needs typically mean finding money to address them.

Do you believe your personal views align with the views of District 4 when it comes to development and redevelopment, and what are those views?

Mr. Schiros said his views are stricter than current standards, particularly regarding impervious surfaces, which he believes should be reduced to improve stormwater runoff and flood prevention. However, he knows the trade-off, smaller homes, and is aware of what neighbors want. His concern is preparing for future hurricanes and heavy storms. He previously lived on Coquina Key but chose to move to St. Pete Beach because of its sense of community. They were encouraged to go out, walk, socialize, and visit local restaurants.

Are you aware of Friends of St. Pete Beach and Protect St. Pete Beach, and who they represent?

Mr. Schiros said he's aware of them but doesn't know much about them.

Mike Greiger introduced himself. He is a 25-year resident of Vina Del Mar, has a long history of community involvement and a desire to serve. Prompted by the vacancy left by the departing commissioner, whom he knows personally, he decided to step forward after encouragement from neighbors and friends. His decision is also based on his prior experience working with city, county, and state government.

What is most important to PAG and how is it different than what's most important to Vina Del Mar?

Mr. Greiger said they are both part of District 4. PAG has problems with infrastructure; during the storm the beach became the road. When he was on the Beach Stewardship Committee, he was involved in beach renourishment efforts, working with the Army Corps of Engineers, county officials, and state representatives to

secure dune restoration, which is critical for protecting infrastructure and homes. Vina Del Mar, being higher in elevation, did not suffer the same flood damage, making its concerns different. Regarding roads, they did PAG Way a few years ago. Boca Ciega Dr and Gulf Way need to be redone, but they need to find way to do that without taking the city into debt. Long-term capital improvement needs are estimated at \$21 million over five years, and ignoring the deeper issues now could lead to greater costs later.

Do you have the time to dedicate to this? Are there any obligations or vacations?

Mr. Greiger is an airline pilot and commutes to work, making him subject to flight cancellations due to weather or maintenance. He has seniority at the airline, giving him significant control over their schedule. While unexpected issues could arise, he would schedule vacations and personal time around meetings.

What capacity have you served on the city's other boards and committees?

Mr. Greiger has served on the Beach Stewardship Committee and currently serves on the Finance and Budget Review Committee. He also shared other experiences where he served the city in other capacities.

Are you a member of any organization that may influence any of your decisions while on Commission?

Mr. Greiger said people don't influence him, but he does need to listen to his constituents.

Should the form 6 disclosure be reinstated, are you willing to complete it?

Mr. Greiger said if it becomes a law, he will comply.

Are you planning to run for the election in November?

Mr. Greiger is unsure at this time.

What is your platform or ideology as a commissioner?

Mr. Greiger said they have to function as a city and rely on each other for the government to function. He represents and listens to his constituents. He knows the value and challenges of local businesses. Conflicts between residents and businesses can often be avoided through better understanding and communication. As a leader, he needs to explain his decisions and seek input.

What do you see is the city's current greatest need?

Funding. Mr. Greiger said there's a budget shortfall for infrastructure and capital improvement projects. Prioritizing these necessary projects has been difficult, as many of them are true needs, not wants.

What do you feel is the number one need for District 4?

Mr. Greiger said hardening the dunes to protect infrastructure, homes, businesses and residents. He described the devastation from last year's storm. He sent videos to County Commissioner Scott of the decay of the dunes long before the storms. Protecting infrastructure, like stormwater, sewers, roads and beaches is a top priority.

Do you believe your personal views align with the views of District 4 when it comes to development and redevelopment, and what are those views?

Mr. Greiger supports redevelopment along the beach and referenced outdated and inefficient buildings. The comp plan talks about green building practices and LEED standards. Redevelopment would also help increase ad valorem tax revenue, addressing current imbalances. He supports protecting quality of life and is opposed to overcrowding and large-scale expansion.

What is a CUP and how does the process work?

Mr. Greiger said that a Conditional Use Permit is not a guaranteed right but a request subject to approval based on specific conditions outlined in the Land Development Code and the Comprehensive Plan. The process involves multiple phases, including technical review and planning, to ensure compliance with community standards such as character districts and environmental considerations. The CUP process requires applicants to make their case

to the commission for approval.

Who is the largest revenue provider to our tax base?

Mr. Greiger stated it's the residents.

Have you read the Comprehensive Plan and what is the relationship with the LDC?

Mr. Greiger has read the comp plan and said the LDC is a rule book that supports the comp plan.

What document has the standards for review on CUPs?

Mr. Greiger said the LDC has those standards.

What are the residents and small business needs in District 4 and are they the same as the other districts?

Mr. Greiger said they have a small downtown area. When they repave Gulf Way, there will be interruptions to the businesses. Those stakeholders need to be brought into the planning of that project to minimize impacts.

Are you aware of Friends of St. Pete Beach and Protect St. Pete Beach, and who they represent?

Mr. Greiger said one is a PAC and one is an advocacy group. Their emails provide information and diverse opinions, which lead to community discussion.

How long have you lived in St. Pete Beach and what made you pick St. Pete Beach?

Mr. Greiger has lived here 25 years. When he lost his parents in Michigan, his reason for staying there diminished. Being an airline pilot, he can live anywhere. He enjoyed his time here in the 1990s and decided to live here.

PUBLIC COMMENT

Nancy Sarubbe, 109 11th Ave, spoke in full support for Bob Schiros.

Rich Lorenzen, 107 22nd Ave, spoke in support of Bob Schiros or Jon Maldonado.

Deb Schechner, 710 Boca Ciega Dr, spoke in support of Mike Greiger.

Commissioner Moholland amended his resignation to be effective immediately. He will miss working for respectful residents of the city and takes honor in serving them. He thanked them for allowing him to represent them. He thanked staff for their assistance. He will miss commission members; they worked hard, even when they didn't agree on everything.

Motion: Vice Mayor Marriott motioned, seconded by Commissioner Robinson and the motion carried 4-0 to accept Commissioner Moholland's resignation effective immediately.

The Commissioners thanked Mr. Moholland for his service, acknowledged the difficulty of his decision to resign, and respected the differences they had.

Mayor Petrila called for a recess at 8:06pm; the meeting resumed at 8:15pm.

Mayor Petrila thanked the three applicants for their willingness to serve. The discussion resulted in a split, with Vice Mayor Marriott and Commissioner Rzewnicki supporting Mr. Schiros and Mayor Petrila and Commissioner Robinson supporting Mr. Greiger. Part of the deliberation focused on whether immediate experience and knowledge of city policies, such as the comprehensive plan and land development code, should outweigh community support and personal involvement. Support for Mr. Greiger cited his familiarity with city processes, long-term civic service on boards, and readiness to step into the role without a learning curve. The seat requires someone who can immediately understand and influence decisions on development, zoning, and infrastructure without delay. Support for Mr. Schiros pointed to his deep ties to the PAG neighborhood, support from residents, and investment in the local community, like his effort to restore a historic local business. Civic involvement comes in many forms and that community presence, accessibility, and willingness to serve were as valuable as technical

knowledge. Mr. Schiros' qualifications were challenged, with questions raised about what actions he had taken to address community issues beyond listening, along with concerns about his lack of formal experience, understanding of city matters, and motivation for applying. The commission was cautioned against repeating past mistakes, where underqualified appointees failed in the role. There was discussion that different types of volunteerism and leadership should be respected, and that willingness to learn, along with strong resident backing, should not be dismissed. Not all current commissioners served on boards before being elected, making board experience an unfair requirement.

Motion: Commissioner Rzewnicki motioned, seconded by Vice Mayor Marriott and the motion failed 2-2 to appoint Bob Schiros as commissioner of District 4. Mayor Petrila and Commissioner Robinson voted no.

Motion: Mayor Petrila motioned, and the motion failed due to lack of a second, to appoint Jon Maldonado as commissioner of District 4.

Motion: Commissioner Robinson motioned, seconded by Mayor Petrila and the motion failed 2-2 to appoint Mike Greiger as commissioner of District 4. Vice Mayor Marriott and Commissioner Rzewnick voted no.

The discussion continued, with points made about Mr. Greiger's availability due to time commitments and potential travel conflicts, his approach to handling city issues bypassing city officials, and his conduct on social media. Other points were made about his qualifications, highlighting his service on the Beach Stewardship and Finance and Budget Committees. They argued he has demonstrated leadership, an understanding of city operations, relationships with local, county, and federal officials, and his proactive approach and long-term residency made him the most capable candidate. Mr. Maldonado was noted for his familiarity with the city's budget and infrastructure needs, as well as his participation with the volunteer program. Mr. Schiros was recognized for his engineering background and understanding of district-specific concerns, such as infrastructure and neighborhood character. It was noted that appointing Mr. Greiger would leave an opening on the Finance and Budget Committee. There was further discussion about remaining a commission of 4 until the special election. City Attorney Brookes said if the commission remains at four members, it may limit the ability to set the millage rate above 110% of the rollback rate, as that would require a unanimous vote of five members and controversial issues could result in tied votes, causing motions to fail.

City Clerk Rose read an email into the record from Laila Baumanis, 412 Hermosita Dr. in support of Mike Greiger.

Motion: Commissioner Robinson motioned, seconded by Mayor Petrila and the motion failed 2-2 to appoint Mike Greiger as commissioner of District 4. Vice Mayor Marriott and Commissioner Rzewnick voted no.

Discussion focused on a summary of the recent appointment history. The discussion showed divisions and frustration over differing views of representation and what makes a candidate qualified.

Motion: Vice Mayor Marriott motioned, seconded by Commissioner Rzewnicki and the motion carried 3-1 to appoint Jon Maldonado as commissioner of District 4. Mayor Petrila voted no.

5. RESOLUTIONS

a. Resolution 2025-17: A Resolution Authorizing a Memorandum of Agreement with FDOT

A RESOLUTION OF THE CITY OF ST. PETE BEACH, FLORIDA, AUTHORIZING A CITY DESIGNEE TO ENTER INTO THE FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT 7 HIGHWAY LANDSCAPE REIMBURSEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

Camden Mills, Public Services Director, said this is an agreement between the City and the Florida Department of Transportation (FDOT) for landscaping improvements along Gulf Boulevard, specifically from 75th Street to the Bayway. The project will enhance the existing landscaped medians by replacing ground cover and adding aesthetic features. Currently, the City is responsible for maintaining these medians. In May 2024, the City received a notice of funding opportunity from FDOT and responded in June with an intent to apply for landscape improvements on both Gulf Boulevard and Blind Pass. On March 28, 2025, FDOT awarded funding for the Gulf Boulevard portion only, because of a planned resurfacing project on Blind Pass. FDOT recommended the City reapply for that portion in a future year. On April 4, 2025, the City submitted its intent to accept the Gulf Boulevard award and received the formal agreement package. The total funding will not exceed \$186,340. Under the agreement, the City will contract the work, ensure it meets the requirements, and submit for reimbursement at project completion and inspection.

The discussion clarified that the landscaping project does not include the Bayway up to the toll plaza. It only covers the first landscaped median immediately north of the Bayway intersection. The area beyond that, including the swales and medians through to the toll booth, is the City's responsibility. It was noted that this section has the most extensive landscaping, including many dead palm trees may need to be addressed in a future budget.

Mayor Petrila interjected with concerns of a quorum for next meeting. If the new Commissioner is not sworn in, they won't have a physical quorum. There was discussion that the new Commissioner can be sworn in anytime before the meeting, and it was agreed to bring him back in and swear him in tonight.

PUBLIC COMMENT

No members of the public came forward.

Motion: Commissioner Robinson moved, seconded by Commissioner Rzewnicki and the motion carried 4-0 to approve Resolution 2025-17.

City Clerk Rose administered the Oath of Office to Jon Maldonado, District 4 Commissioner.

6. ITEMS FOR DISCUSSION

a. Discussion on post storm ordinance

Vice Mayor Marriott addressed challenges residents are facing with city code enforcement in the aftermath of the storms as they try to rebuild homes. She noted the case of a resident who is exceeding the allowed number of sheds to store belongings while rebuilding. Commissioners acknowledged that while codes exist for a reason and staff shouldn't be expected to make exceptions arbitrarily, there's a need to reconsider parts of the code that aren't practical post-disaster. It was suggested that some ordinances may not reflect the realities of post-storm recovery, such as delays in landscaping or temporary structures like RVs or sheds. There was consensus that creating a specific post-storm recovery ordinance could help staff respond more flexibly without needing to pass emergency rules each time. This would include predefined allowances triggered automatically by storm impact, like permitting RVs on driveways or extended compliance timelines. The discussion also noted concerns with outdated or unnecessarily burdensome procedures that may not serve a clear purpose, like the 20% contractor overage rule. There was agreement that reviewing and cleaning up these outdated practices could help both residents and staff. Manager Robustelli confirmed that a process efficiency study is underway, and she will work with staff on creating a codified post-storm ordinance.

7. CITY CLERK, CITY MANAGER, CITY ATTORNEY, AND CITY COMMISSION REPORTS

City Clerk – City Clerk Rose stated that the qualifying period for the November 4 Special Election is open. Qualifying closes on July 7 at Noon.

Frances Robustelli, City Manager – had no report

City Attorney Brookes – provided updates on legislative changes affecting the city. House Bill 784, signed by the governor, now requires that plats and replats be approved administratively, removing that responsibility from city commissions. Senate Bill 1622 repeals a statute that required cities to sue beachfront property owners to establish customary use of beaches. With that statute now rescinded, the city can return to the previous common law doctrine of customary use. Staff will review the city’s prior actions, including a rescinded customary use ordinance tied to a past settlement agreement, and consider whether to include updated language in the beach ordinance currently under review. A summary of other relevant bills and their potential impacts on the city will also be provided in future memos.

Commissioner Rzewnicki – There will be a social cheer event at Lazarillo Park on July 17th at 5:30pm. There will be a Don Cesar Property Owners Corporation general membership meeting on August 14th at 6:30, also at Lazarillo Park.

Commissioner Robinson – She is hosting library hours on July 1, from 5:00-5:45pm.

Vice Mayor Marriott – The Beach Theatre is holding a grand reopening July 18-21. Movie tickets are available now. More people are moving back into their homes every day. She asked neighbors to watch out for each other, as they had issues with unoccupied homes being broken into.

Mayor Petrila – He will attend BIG C tomorrow with City Manager Robustelli. Ms. Robustelli said she wants to see if the BIG C mayors are interested in collaborating on a joint request to the county commissioners and the bed tax oversight board. The request would invoke a provision in the current resolution allowing bed tax funds to be used for beach maintenance, not just capital improvements. The argument can be made that ongoing beach maintenance directly impacts tourism and should be supported by bed tax revenues. St. Pete Beach spends nearly \$1 million annually from ad valorem taxes for public beach maintenance. By uniting the beach cities, they can present a compelling case, since these communities are major contributors to the bed tax revenue, which the county uses to promote local beaches. The discussion also included specific maintenance areas, such as walkovers at Pass-a-Grille, and distinguishes between routine maintenance, which could be funded by bed tax, and capital projects, which are separately budgeted.

Mayor Petrila adjourned the meeting at 9:51p.m.

MINUTES APPROVED: JULY 8, 2025

RENEE ROSE
CITY CLERK

ADRIAN PETRILA
MAYOR

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Authorize a contract amendment with Robert Half in the amount of \$30,000.00.

Action Request: Authorize a contract amendment with Robert Half in the amount of \$30,000

Strategic Objective: N/A

Date: July 8, 2025

Prepared By: John Taylor, Procurement Manager

Through: Devon Schmidt, Director of Finance

Summary of Issue: We are requesting approval to amend the existing contract with Robert Half to allocate an additional \$30,000 for a temporary employee in the Finance Department. This funding is necessary to maintain operational continuity and support critical functions while the department remains under capacity. This position is temporary until Finance can become fully staffed.

The temporary role will focus on:

- Assisting with the completion of the 2024 Audit,
- Supporting tasks within the prior Enterprise Resource Planning (ERP) system, enabling full-time staff to concentrate on current system transitions,
- Providing bandwidth for ongoing software implementations in partnership with Aclarian (Financial Reporting) and NEOGOV (Payroll and Time Entry).
- This amendment ensures that essential financial operations continue uninterrupted and that strategic technology upgrades remain on track.

Funding: Account number: 6501-5310. With vacancies in the Department, this contract will be covered by the

existing budget for salaries and benefits; there is no request to increase funding. The change in the contract amount is from \$25,000 to a new contract value of \$55,000.

Attachments:

1. Amendment 6-26-2025

AMENDMENT TO ROBERT HALF AGREEMENT

THIS AMENDMENT ("Amendment") is made to the certain Agreement for the Temporary Finance Personnel ("Agreement") executed as of the 04/04/2025 by and between CITY OF ST. PETE BEACH ("City") and Robert Half, Inc. ("Consultant/Contractor"), for the purposes set forth herein. The City and Consultant together, shall be referred to as the "Parties."

The purpose of this Amendment is to:

1. Amend a section related to Compensation (section 11), which shall read:
Compensation. In accordance with the payment schedule provided herein, City shall pay Vendor as per hourly rate of \$77.50 per hour for the services of the Professional, as full consideration for services provide in this agreement. It is understood that the total purchase price of services shall be less than \$55,000 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this agreement, vendor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount was reached). If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.
2. **Modifications.** Except as otherwise modified by this Amendment, all provisions, conditions, duties and obligations set forth in the Agreement shall remain in full force and effect and unaffected by this Amendment.
3. **Entire Agreement.** This Amendment, Agreement, (and prior amendments – if needed) embodies the entire agreement between the Parties hereto and supersedes any prior understandings or written or oral agreements between the Parties. This Amendment cannot be varied, modified, amended or altered except by written agreement of the Parties.
4. **Execution.** This Amendment may be executed by the Parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Amendment shall be the date this Amendment has been executed by all Parties.
5. **Conflicts.** To the extent that any terms in the Amendment conflict with the terms of the Agreement, the terms of this Amendment shall control and supersede such conflicting terms to the extent of such conflict.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year set forth below.

__Robert Half, Inc:

CITY OF ST. PETE BEACH:

Signature: _____

Signature: _____

By: Chad Leibundguth

By: Frances Robustelli

Its: District Director

Its: City Manager

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ATTEST:

Ralf Brookes
City Attorney

Renee Rose
City Clerk

CITY OF ST. PETE BEACH, FLORIDA
SERVICES AGREEMENT

Temporary Finance Personnel

This is an Agreement (the "Agreement") entered into by and between the **CITY OF ST. PETE BEACH** (hereinafter "City") and ROBERT HALF INC., through its finance & accounting full-time engagement professional practice group (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "parties."

WHEREAS, City desires to purchase from Vendor the contract talent solution services described in this Agreement.

WHEREAS, Vendor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Employment Eligibility. The Vendor shall comply with all local, state and federal directives, orders and law as applicable to the contract. Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system under 448.095, Fla. Stat.
 - a. Vendor agrees to comply with all applicable portions of Fla. Stat. 448.095. Vendor must use the U.S. Department of Homeland Security's E-Verify System, <https://e-verify.uscis.gov/emp> to verify the employment eligibility of all employees hired on or after January 1, 2021, during the term of this Agreement.
 - b. Subcontractors (i) Vendor shall also require all subcontractors performing work

under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement; (ii) Subcontractors shall provide Vendor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. 448.095; (iii) Vendor shall provide a copy of such affidavit to the City upon receipt and shall maintain a copy for the duration of the Agreement.

c. Vendor must provide evidence of compliance with Fla. Stat. 448.095 by January 1, 2021, upon request. Evidence shall consist of providing notices of Vendor's E-Verify number.

d. Failure to comply with this provision is a material breach of the Agreement, and the City may choose to terminate the Agreement at its sole discretion. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public agreement for a period of one (1) year after date of termination.

4. Scope of Services. City hereby agrees to purchase, and Vendor hereby agrees to provide the contract talent professional, Delphine Brown (the "Professional") to provide temporary services to the City in the role of Accountant (Job Order Number 01050-0013194919).

5. Completion Date. Vendor's Professional shall provide the services, described herein, starting on or about 4/7/2025 and ending no later than 8/31/2025, unless the parties agree to extend the assignment in writing.

6. Term. This Agreement will remain in effect for a period of one (1) year from the Effective Date. Any respective obligations of Vendor or City hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

7. Effective date. The "Effective Date" of this Agreement shall be the date this Agreement has been executed by all parties.

8. Termination. This Agreement may be canceled by the City when:

- a. Sufficient funds are not available to continue its full and faithful performance to the Agreement.
- b. Sub-standard or non-performance of Agreement.
- c. The City wishes to terminate the Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to the Vendor.

9. Fiscal Non-funding. If funds for the requested services described herein are not appropriated via the annual budget adoption process, the City reserves the right to cancel the Agreement immediately upon written notice to the Vendor. Notwithstanding anything to the contrary herein, the City agrees to pay for all services provided up to the date that the City provides notice to Vendor of the cancellation of the Agreement.

10. Non-Exclusivity. Vendor acknowledges that the City may enter into agreements with other consultants or may have its own employees complete the work for services similar to the services that are subject to this Agreement.

11. Compensation. In accordance with the payment schedule provided herein, City shall pay Vendor as per the hourly rate of \$77.50 per hour for the services of the Professional, as full consideration for services provided in this Agreement. It is understood that the total purchase price of services shall be less than \$25,000.00 ("Not-to-Exceed Amount"). Notwithstanding anything to the contrary in this Agreement, Vendor may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Vendor continued to provide services after the Not-to-Exceed Amount was reached). If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

The Professional will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Vendor will bill City weekly for the total hours worked; Vendor's invoices are due upon receipt, including applicable sales and service taxes all of which are payable by City.

Vendor's Professionals are full-time, salaried employees of Vendor, and clients are discouraged from directly hiring Vendor Professionals. City agrees to seek Vendor's permission before City hires Vendor's Professional. City also agrees to pay a conversion fee if City hires Vendor's Professional, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. City also agrees to pay a conversion fee if Vendor's Professional assigned to City is hired by (i) a subsidiary or other related company or business as a result of City's referral of Vendor's Professional to that company or (ii) one of City's customers as a result of Vendor's Professional providing services to that customer. The conversion fee will equal 50% of the Professional's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon City's hiring of Vendor's Professional, and payment is due upon receipt of this invoice. The same calculation will be used if City converts Vendor's Professional on a part-time basis using the full-time equivalent salary.

Vendor may charge City a fee for the provision of equipment or technology, if City requests that Professional use equipment or technology provided by Vendor. Vendor may also increase Vendor's rates to reflect increases in Vendor's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs. Vendor will provide written or verbal notice of technology charges and/or increases in rates. Any increase in rates will be prospective, starting as of the effective date Vendor specifies.

12. Insurance. To the extent that this Agreement requires Vendor to provide any services of any kind, Vendor and all of Vendor's subcontractors shall maintain commercial general liability insurance in a combined single limit for bodily injury and property damage in the amount of not less than

\$1,000,000.00, reasonably satisfactory to the City Manager, naming the City as an additional insured for such coverage and providing the coverage up through and including the final performance of any services provided herein. Vendor and all of Vendor's subcontractors shall maintain in full force and effect a policy of worker's compensation insurance for all of Vendor's employees in accordance with applicable state and federal law. Said insurance coverage shall include employer's liability with a single limit of \$100,000.00 per accident or occurrence. Vendor shall present City with a certificate for all the foregoing insurance, at the time of executing this Agreement and at such other times requested by the City.

The Vendor's insurance waives all rights of subrogation against the City, its consultants, separate contractors, if any, and any of its subcontractors, agents and employees, for any and all damages caused to the extent covered by the commercial general liability insurance described herein and obtained pursuant to this Section applicable to the services provided by Vendor under this Agreement. The policies shall provide such waiver of subrogation by endorsement otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

13. Indemnification. In consideration of the payment of ten dollars as part of the compensation described herein, Vendor shall indemnify, defend and hold the City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including reasonable attorneys' fees and costs of litigation through all appellate proceedings, to the extent arising from the negligent performance or non-performance of this Agreement by the Vendor. Notwithstanding anything to the contrary in this Agreement, Vendor shall not be liable for, or have any duty of indemnification with respect to any acts or omissions of City.

Notwithstanding anything in this Agreement to the contrary, Vendor's maximum liability for any specific engagement, in any case, will not exceed the fees paid to Vendor for that engagement.

14. Exhibits. The following Exhibits shall be attached, incorporated, and made a part of this Agreement:

a. Amendment (Exhibit "A")

15. Notices. All notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Robert Half Inc.
150 2nd Avenue North, Suite 1120
Tampa, FL 33701

With Copy To:

clientcontracts@roberthalf.com

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

cityattorney@stpetebeach.org

16. Conflicts and Severability. If any section, part of section, paragraph, clause, phrase, or word of this Agreement is declared invalid, the remaining provisions of this Agreement shall not be affected.

17. Amendments. This document and exhibits embody the entire Agreement of the parties. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement shall not be modified by any oral statement, communication, Agreement, course of conduct, or by anything other than a writing signed by the parties. This Agreement may be amended or modified only in writing signed by all parties hereto. This Agreement is only applicable to, the assignment of Delphine Brown in the role of Accountant (Job Order Number 01050-0013194919), and the only Robert Half Inc. branch and practice group obligated under this Agreement are, the finance & accounting full-time engagement professional practice group of the branch office located at 150 Second Ave. North, Suite 1120, St. Petersburg, FL 33701.

18. Jurisdiction, Venue, Attorney Fees. This Agreement shall be governed and construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pinellas County, Florida. The prevailing party in any action to enforce or interpret this Agreement shall be entitled to reasonable attorney's fees incurred through all appellate proceedings.

19. Assignment. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of the City.

20. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

21. Authority. Vendor hereby acknowledges that the person executing this Agreement on behalf of Vendor has the full authority to do so and to bind Vendor to the terms hereof.

22. Additional Terms for Contract Talent Services. City shall supervise Professionals providing services to City. City shall not permit or require Professionals (i) to perform services outside of the scope of Professional's assignment; (ii) to sign contracts or statements (including SEC documents); (iii) to make any management decisions; (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software; (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables; (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Professional; (vii) to operate machinery (other than office machines) or automotive equipment. City may request that Vendor permit its Professionals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Vendor's laptop and/or other computer or telecommunications equipment (the "Equipment").

City acknowledges and agrees that Vendor shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Professional, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, City must not permit Professional to save or store any of City's files or other data on the Computer Systems provided by Vendor (including, but not limited to, any virtual desktop infrastructure solution). City agrees that Vendor shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Since Vendor is not a professional accounting firm, City agrees that City will not permit or require Professional (a) to render an opinion on behalf of Vendor or on City's behalf regarding financial statements; (b) to sign the name of Vendor on any document; or (c) to sign their own names on financial statements or tax returns.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Professionals working on City's premises.

The City agrees to hold in confidence the identity of any Professional and the Professional's resume, social security number and other legally protected personal information, and the City agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

If City requires Vendor to perform background checks or other placement screenings of Professionals, City agrees to notify Vendor prior to the start of services under this Agreement. Vendor will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Vendor's Professionals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Robert Half Inc.^{EOE}

City of St. Pete Beach:

Signature: 
DocuSigned by:
5793CC9E359445D...

Signature: 
Frances Robustelli (Apr 4, 2025 11:08 EDT)

By: Chad Leibundguth

By: Frances Robustelli

Its: District Director

Its: City Manager

Date: 4/1/2025

Date: 04/04/2025

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Ralf Brooks (Apr 8, 2025 14:27 EDT)
Ralf Brooks
City Attorney

ATTEST:


Ginny Bodkin (Apr 4, 2025 11:18 EDT)
Ginny Bodkin
Acting City Clerk

EXHIBIT “A”

CITY OF ST. PETE BEACH, FLORIDA
STANDARD CONTRACT ADDENDUM

THIS STANDARD CONTRACT ADDENDUM is made and entered into as of the Effective Date, by and between the CITY OF ST. PETE BEACH, a Florida municipality, hereinafter referred to as the “City”, and Robert Half Inc., through its finance & accounting full-time engagement professional, hereinafter referred to as “Contractor”, concerning that certain agreement dated the __ day of April, 202r (“Agreement”) and titled Services Agreement.

WITNESSETH:

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency contracts must include certain statutorily required provisions concerning the contractor’s compliance for Florida’s Public Records Act; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Florida law requires that public agency contracts be subject to non-appropriation and thereby contingent upon appropriation during the public agency’s statutorily mandated annual budget approval process; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

WHEREAS, Section 287.133 and 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists or convicted vendor list; and

WHEREAS, additional terms as described herein and required by Sections 282.3185(5) and (6) Fla. Stat. related to data management and Section 287.05701 Fla. Stat. related to social government and corporate activism are also added by virtue of this Addendum; and

WHEREAS, Section 286.101, Florida Statutes contains a list of “foreign countries of concern” including, the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such “foreign country of concern”. Any entity that does business with a state agency or political subdivision must disclose certain of their dealings with those “foreign countries of concern” to the Florida Department of Financial Services; and

WHEREAS, Section 787.06(13), Fla. Stat. provides that when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the

nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in such statute;

NOW, THEREFORE, in consideration of the covenants set forth herein, the parties agree to this addendum as follows:

1. Amendment. This Addendum hereby amends and supplements the terms of the Agreement. In the event of a conflict between the terms of the Agreement and terms of the Addendum, the terms of the Addendum shall prevail.

2. Public Records Compliance. Contractor agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- (e) Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Ginny Bodkin
Acting City Clerk/Public Records Custodian
cityclerk@stpeteach.org

Phone: 727-363-9220
155 Corey Avenue
St. Pete Beach, FL 33706
Fax: 727-541-8040

3. Public Records Compliance Indemnification. Contractor agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the contractor's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Contractor authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Contractor in Pinellas County Circuit Court on an expedited basis to enforce the requirements of this section.

4. Compliance/Consistency with Section 768.28, Fla. Stat. Any indemnification or agreement to defend or hold harmless by City specified in the Agreement shall not be construed as a waiver of City's sovereign immunity, and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by City in the Agreement in derogation hereof shall be void and of no force or effect.

5. Non-appropriation. City's performance and obligation to pay under this Agreement is contingent upon an appropriation during the City's annual budget approval process. If funds are not appropriated for a fiscal year, then the Contractor shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year end shall be without penalty or expense to the City subject to the City paying all invoices for services rendered during the period the Agreement was funded by appropriations.

6. E-Verify Compliance. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 448.095, Fla. Stat. "Employment Eligibility," as amended from time to time. This includes but is not limited to register with and use the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors providing the services to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended and Contractor will not be awarded a public contract for at least one (1) year after the date on which the Agreement was terminated. Contractor affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., Contractor is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Contractor requires from each of its subcontractors providing the services an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with

Sections 448.09 and 448.095, Fla. Stat.

7. Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes. Section 287.135(2)(a), Fla. Stat., prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Fla. Stat., or is engaged in a boycott of Israel. Section 287.135(2)(b), Fla. Stat., further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Fla. Stat., or the company is engaged in business operations in Cuba or Syria. Contractor hereby certifies that Contractor is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Contractor further hereby certifies that Contractor is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor understands that pursuant to section 287.135, Fla. Stat., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. Contractor further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Contractor (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

8. Disclosure Requirements for "Foreign Countries of Concern". CONTRACTOR shall comply with the disclosure requirements set forth in Section 286.101 (3) (a), Fla. Stat., which requires "Any entity that applies to a state agency or political subdivision for a grant or proposes having a contract value of \$100,000 or more shall disclose to the state agency or political subdivision any current or prior interest of, any contract with, or any grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift received from a "foreign country of concern" if such interest, contract, grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract, grant or gift was received or in force at any time during the previous five (5) years. Such disclosure shall contain the name and mailing address of the disclosing entity, the amount of the gift or the value of the interest disclosed, the applicable "foreign country of concern" and, if applicable the date of termination of the contract or interest, the date of receipt of the grant or gift and the name of the agent or controlled entity that is the source or interest holder. Within one (1) year before applying for any grant or proposing any contract, such entity must provide a copy of such disclosure to the Department of Financial Services". Pursuant to Section 268.101(7), Fla. Stat.: "In addition to any fine assessed under [section 286.101(7)(a), F.S.], a final order determining a third or subsequent violation by an entity other than a state agency or political subdivision shall automatically disqualify the entity from eligibility for any grant or contract funded by a state agency or any political subdivision until such ineligibility is lifted by the Administration Commission for good cause."

9. Venue and Jurisdiction. Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Pinellas County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement. Both parties waive any right to file an action, suit or proceeding in Federal Court or remove any action, suit or proceeding to Federal Court.

10. Attorneys' Fees and Costs. Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

11. Public Entities Crime or Convicted Vendor List. Contractor agrees and assumes a continuous duty to disclose to the City if the Contractor or any of its affiliates as defined by Section 287.133(1)(a), Florida Statutes are placed on the Convicted Vendor List or the Antitrust Violator Vendor List maintained by the Florida Department of Management Services.

12. Data Management; Notice of Breach. Contractor shall cooperate with the City and provide timely incident reporting, response activities/fact gathering, public and agency notification, severity level assessment, after-action reports, etc., which the City must report in accordance with Sections 282.3185(5) & (6), Florida Statutes in the event of a data breach.

13. Environmental and Social Government and Corporate Activism. The City has not given preference or requested documentation from the Contractor based on Contractor's social, political or ideological interest. Contractor agrees to similarly not request documentation or give preference to any subcontractor based on the subcontractor's social, political or ideological interests.

14. Taxes. The City shall not be liable for any taxes and assessments imposed by a federal, state or local governmental agency to the extent that the City is exempt from same by Florida law, including but not limited to any sales or use tax.

15. No coercion for labor or services. The Contractor swears under penalty of perjury that the Contractor does not use coercion for labor or services as defined as follows:

"Coercion" means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Sec. 893.03, Fla. Stat. to any person for the purpose of exploitation of that person.

16. Force Majeure. The City reserves the right to suspend, modify or terminate this contract in the event of an act of god or act of man beyond the control of the parties, including but not limited to a hurricane, tropical storm, tornado, or other destructive weather event, flooding, pandemic, plague, war, armed conflict, domestic or foreign terrorism, riot, labor condition, state or federal governmental action, and catastrophic Internet disturbance, making performance inadvisable, economically impracticable, illegal, or impossible.

17. Additional Terms. Notwithstanding any of other provision to the contrary, the parties agree as follows:

- A. None.

Robert_Half_Contract_Documentation_City_of_St

Final Audit Report

2025-04-08

Created:	2025-04-04
By:	Rita Bishop (rbishop@stpetebeach.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjp08aFmliViZuEuiurfRbYyTHLBDOYV8

"Robert_Half_Contract_Documentation_City_of_St" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2025-04-04 - 2:10:11 PM GMT
-  Document created by Rita Bishop (rbishop@stpetebeach.org)
2025-04-04 - 2:23:29 PM GMT
-  Document emailed to Frances Robustelli (frobustelli@stpetebeach.org) for signature
2025-04-04 - 2:24:13 PM GMT
-  Email viewed by Frances Robustelli (frobustelli@stpetebeach.org)
2025-04-04 - 2:24:20 PM GMT
-  Document e-signed by Frances Robustelli (frobustelli@stpetebeach.org)
Signature Date: 2025-04-04 - 3:08:56 PM GMT - Time Source: server
-  Document emailed to Ginny Bodkin (gbodkin@stpetebeach.org) for signature
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-  Document e-signed by Ginny Bodkin (gbodkin@stpetebeach.org)
Signature Date: 2025-04-04 - 3:18:04 PM GMT - Time Source: server
-  Document emailed to Ralf Brookes (ralfbrookes@gmail.com) for signature
2025-04-04 - 3:18:06 PM GMT
-  Email viewed by Ralf Brookes (ralfbrookes@gmail.com)
2025-04-08 - 6:27:03 PM GMT

 Document e-signed by Ralf Brookes (ralfbrookes@gmail.com)

Signature Date: 2025-04-08 - 6:27:19 PM GMT - Time Source: server

 Agreement completed.

2025-04-08 - 6:27:19 PM GMT

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Approve a Purchase Order amendment with Joe Payne, Inc. in the amount of \$350,000 for Building and Permitting Services.

Action Request: Motion to approve an amendment to the purchase order with Joe Payne, Inc. for an additional not to exceed amount of \$350,000.

Strategic Objective: Operational Excellence

Date: July 8, 2025

Prepared By: Laura Canary, Community Development Director

Through: Frances Robustelli, City Manager

Summary of Issue: On October 22, 2024, the Commission approved purchase order P004680 for \$600,000 using a piggyback agreement from Treasure Island. Due to ongoing vacancies within the Building Division, including Building Official, Deputy Building Official, and Building Inspectors, the City has continued to rely on contracted services from Joe Payne, Inc. to fulfill essential services, maintain operational compliance, and ensure uninterrupted services.

An additional \$350,000 was approved by way of Ordinance 2025-13 as part of the Mid-year Budget amendment to fund the remaining contracted service necessary for Fiscal Year 2025. Permission for the additional funding will be reallocated from the Salary and Benefits budget to the Professional Contractor Services line item. This transfer will ensure continued coverage of services provided by third-party vendors, which are vital to supporting the Building and Permitting Division's operations and staffing shortages.

Funding: \$350,000 from Building Fund previously approved through the budget amendment and transfer of funding from unfilled Building Division positions.

Attachments: 1. Joe Payne, Inc. Piggyback contract

CITY OF ST. PETE BEACH, FLORIDA
AGREEMENT TO "PIGGY-BACK"

Building Department Services

The City of St. Pete Beach, (hereinafter "City") enters this Agreement to "Piggy-back" (the "Agreement") with Joe Payne, Inc. dba JPI (hereinafter "Vendor"). The City and Vendor together shall be referred to as the "Parties."

WHEREAS, Vendor is currently under contract with The City of Treasure Island for building department services (the "Building Department Services RFP 20-001 Contract").

WHEREAS, the City desires to purchase from Vendor building department services.

WHEREAS, pursuant to Florida Statute 287.057 and Section 2-291 of the City's Code of Ordinances adopted by the City Commission, the City is authorized to "piggy-back" onto the Building Department Services RFP 20-001 Contract for the same or similar services.

WHEREAS, the Vendor specifically consents to the City using its "piggy-back" authority and has provided a proposal to the City with the same or similar unit pricing as the Building Department Services RFP 20-001 Contract.

WHEREAS, this Agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms of Building Department Services RFP 20-001 and as follows:

1. Recitals. The foregoing recitals are true and correct, and incorporated herein by reference.
2. Public Records. Vendor shall abide by the legal requirements set forth in Florida Statutes, Section 119.0701 and incorporated herein as Exhibit A. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corey Avenue, St. Pete Beach, Florida 33706).**
3. Exhibits. The following Exhibits shall be attached, incorporated and made a part of this Agreement:
 - a. Vendor's original contract (Exhibit "A")
 - b. Florida Public Records Law (Exhibit "B")

4. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Vendor:

Joe Payne, Inc. dba JPI
Joe Payne, PE MBA
9629 Gretna Green Drive
Tampa, FL 33626

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

With Copy To:

joepayneinc@gmail.com

With Copy To:

cityattorney@stpetebeach.org

5. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

Joe Payne, Inc. dba JPI:

City of St. Pete Beach:

Signature: Joseph Payne

Signature: [Signature]

By: Joseph Payne

By: Alex Ray

Its: President

Its: City Manager

Date: 9.01.22

Date: 8/23/22

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Andrew Dickman
City Attorney

ATTEST:

[Signature]
Amber LaRowe
City Clerk

EXHIBIT "A"
(Vendor's Original Contract)

CONTRACT BETWEEN
THE CITY OF TREASURE ISLAND
AND Joe Payne, Inc. dba JPI
PERTAINING TO
BUILDING DEPARTMENT SERVICES
RFP 20-001

This CONTRACT is made and entered into on the 18th day of May, 2021 ("Effective Date"), by and between the City of Treasure Island, a public body politic and municipal corporation organized and existing under the Laws of Florida whose address is: City of Treasure Island, 120 108th Avenue, Treasure Island, Florida, 33706 ("CITY"), and JPI, FEIN 800640420, ("CONTRACTOR"), collectively (the "PARTIES") who hereby agree as follows:

WITNESSETH

WHEREAS, the CONTRACTOR has submitted a competitive response for **BUILDING DEPARTMENT SERVICES RFP 20-001** as set forth in the attached CONTRACT Documents; and

WHEREAS, the City Commission of the City of Treasure Island has determined that there exists the need for **BUILDING DEPARTMENT SERVICES RFP 20-001** in the City of Treasure Island; and

NOW THEREFORE, in consideration of the mutual benefits to the CITY and CONTRACTOR, the following covenants and contracts are set forth to which the parties hereto agree as follows:

SECTION 1. **SCOPE OF WORK.**

The Scope of Work/Services is specially identified in RFP 20-001.

SECTION 2. **TERM.**

The initial term of the contract will extend from the effective date for five (5) years with two (2) one-year optional renewals by mutual agreement. Each renewal during the initial term and subsequent optional renewals will be subject to annual negotiation and joint acceptance of updated rates and expenses prior to renewal. Such renewals should not increase on a percentage basis more than the 12 most recent months' average of the non-preliminary BLS Producer Price Index for Industry Code 5413 (Architectural, engineering, and related services), plus one full percentage point. The Parties agree to commence the annual negotiation process at least ten weeks prior to the anniversary of the effective date.

SECTION 3. **OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR include, but are not limited to, the following:

- a. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the CITY, and will not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the CITY, or any property owned by the CITY. Such lien, attachment, or encumbrance, until it is removed, will preclude any and all claims or demands for any payment expected by virtue of this Contract.
- b. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions in this CONTRACT, when providing services for the CITY in accordance with this CONTRACT.
- c. The CONTRACTOR will be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Work.
- d. The CONTRACTOR must maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the CITY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.

SECTION 4. **STANDARD OF CARE.**

- a. The CONTRACTOR has represented to the CITY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice

required for the services to be provided. By executing this Contract, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill and the ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the CITY'S stated Scope of Work and industry standards.

b. The CONTRACTOR covenants and agrees that it and its employees, agents, subcontractors, representatives, volunteers, and the like, will be bound by the same standards of conduct as stated above.

SECTION 5. COMPENSATION.

a. The PARTIES acknowledge that there is no guarantee of work under this contract, and the CITY's utilization of pricing under this contract is subject to annual appropriations and signage needs within the CITY's municipal limits.

b. The amount to be paid under this Contract will be based on the prices supplied by the CONTRACTOR in the Bid submittal. The CONTRACTOR agrees to do all the work and furnish all of the materials, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Scope of the attached Bid. The CITY will have at all times, full opportunity to inspect the materials to be furnished and/or the Work to be performed under this CONTRACT.

c. Compensation for services completed by the CONTRACTOR will be paid in accordance with Section 218.70, Florida Statutes, and Florida's Prompt Payment Act.

d. Service to be performed in accordance with this Contract are subject to the annual appropriation of funds by the CITY. In its sole discretion, the CITY reserves the right to forgo use of the CONTRACTOR for any project which may fall within the Scope of Work/Work listed in this CONTRACT. In the event the CITY is not satisfied with the services provided by the CONTRACTOR, the CITY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

SECTION 6. TERMINATION AND FORCE MAJEURE

a. Termination. The CONTRACTOR will serve at the pleasure of the City Commission and may be removed. The CITY or CONTRACTOR may terminate this Contract with or without cause upon thirty (30) days' written notice to all parties. Upon termination of this Contract, however terminated, the CONTRACTOR shall turn over to the CITY all work product

completed, or partially completed, up to the date of termination. The CITY will have full right to use such work product in any manner, in the sole discretion of the CITY.

b. Force Majeure. Neither Party to this CONTRACT will be liable for its failure to perform under the Contract due to any circumstances beyond its reasonable control such as act of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The CONTRACTOR or CITY may suspend its performance under this Contract as a result of Force Majeure without being in default of the CONTRACT, but upon removal of such Force Majeure the CONTRACTOR or CITY will resume its performance as soon as reasonably possible.

SECTION 7. **PAYMENT WHEN SERVICES ARE TERMINATED.**

a. In the event of termination of this Contract by the CITY, and not due to the fault of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services performed prior to the effective date of termination.

b. In the event of termination of this CONTRACT due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the CITY will compensate the CONTRACTOR for all authorized services completed, prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY. All such payments will be subject to an offset for any damages incurred by the CITY resulting from any delay occasioned by early termination. This provision will in no way be construed as the sole remedy available to the CITY in the event of breach by the CONTRACTOR.

SECTION 8. **CITY OBLIGATIONS.**

At the CONTRACTOR'S request, the CITY agrees to provide, at no cost, all pertinent information known to be available to the CITY to assist the CONTRACTOR in providing and performing the required services.

SECTION 9. **APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth in this CONTRACT.

SECTION 10. **COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and CITY, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

SECTION 11. **SCHEDULE.**

The CONTRACTOR agrees to commence work under this CONTRACT in the timeliest and most prudent manner from the date set forth in the CONTRACT issued by the CITY, to comply with all time schedules, and to fully complete the work as described.

SECTION 12. **INDEPENDENT CONTRACTOR.**

This CONTRACT does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the CITY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment on the manner and means of carrying out the CONTRACTOR'S activities and responsibilities under this Contract.

SECTION 13. **BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a petition in bankruptcy, or if the CONTRACTOR is adjudged bankrupt or insolvent by any court, or if a receiver of the property of the CONTRACTOR is appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR makes an assignment for the benefit of creditors, or proceedings are commenced on or against the CONTRACTOR'S operations, the CITY may terminate this CONTRACT immediately notwithstanding the notice requirements of Section 22 to this Contract.

SECTION 14. **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this CONTRACT, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For the breach or violation of this Paragraph, the CITY has the right to terminate this CONTRACT immediately, without liability and without regard to the notice requirements of Section 6 hereof.

SECTION 15. **EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).**

In accordance with the State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this CONTRACT is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as-amended) is incorporated in this CONTRACT by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR may choose to verify only new hires assigned to the CONTRACT; (3) use E-Verify to verify the employment eligibility of all employees assigned to the CONTRACT; and (4) include these requirements in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

SECTION 16. **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required under this CONTRACT will comply with all equal opportunity employment laws.

SECTION 17. **INSURANCE.**

The CONTRACTOR shall maintain such insurance as specified in in Section IV General Conditions, Insurance Requirements, of RFP 20-001, (Insurance Requirements) to protect the CITY from any or all claims for property damage, personal injury, and bodily injury including death, which may arise from operations under this CONTRACT. Certificates of such insurance must be provided to the CITY upon request prior to the CITY issuing the Purchase Order to the CONTRACTOR and will also be subject to its approval for adequacy of protection. The CITY must be named as an additional insured under all applicable policies.

SECTION 18. **INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the CITY, caused by the acts or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments, or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and reasonable attorney's fees, arising from any and all acts or omissions of the CONTRACTOR, or any of its public officials, employees, agents, sub-contractors, representatives, or volunteers. These indemnification, defense, and hold harmless actions will not be limited by the amount of insurance required in this CONTRACT. CONTRACTOR liability under this indemnification provision includes all attorneys' fees and experts' fees and costs incurred by the CITY in the enforcement of this indemnification provision. This provision will survive termination or expiration of this CONTRACT.

SECTION 19. **SOVEREIGN IMMUNITY.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this CONTRACT to the contrary, which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of the CITY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, will not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this CONTRACT will inure to the benefit of

any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

SECTION 20. PUBLIC RECORDS.

The CONTRACTOR agrees to comply with the Florida Public Records Act, as applicable, including, but not limited to Section 119.0701 of the Florida Statutes. Documents which are considered public records under Florida law may include, but are not limited to: records related to the entry, management and implementation of this CONTRACT; emails/correspondence between the CITY and the CONTRACTOR related to this CONTRACT; emails or correspondence from all other entities related to this CONTRACT (i.e., subcontractors, suppliers, vendors, etc.); billing and related documents; plans or other documents that may be necessary, reports, etc.; subcontracts; and, all vendor invoices. The CONTRACTOR agrees, to the extent required by law, to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in performing the services of the CONTRACT;
- b. Provide the public with access to the public records under the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided for by law;
- c. Ensure that the public records are exempt or confidential, and exempt from public disclosure requirements, are not disclosed, except as authorized by law; and
- d. Meet all requirements for public records and transfer, at no cost, to the CITY, all public records in possession of the CONTRACTOR, upon termination or completion of the CONTRACT and destroy any duplicate public records that are exempt or confidential, or exempt from public record disclosure requirements.

Furthermore, the CONTRACTOR agrees that all records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY. The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records that the CONTRACTOR receives and a copy of the CONTRACTOR'S response to each request. The CONTRACTOR understands and agrees that failure to provide access to the public records is a material breach of this CONTRACT and grounds for termination.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 547-4575 ext. 229, rnickerson@mytreasureisland.org, and City Hall, 120 108th Ave., Treasure Island, FL, 33706.

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF TREASURE ISLAND CANNOT AND WILL NOT PROVIDE LEGAL OR BUSINESS ADVICE TO THE CONTRACTOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE CONTRACTOR ACKNOWLEDGES THAT IT WILL NOT RELY ON THE CITY OF TREASURE ISLAND OR ITS CITY ATTORNEY TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE AND THAT CONTRACTOR HAS BEEN ADVISED TO SEEK PROFESSIONAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS CONTRACT.

SECTION 21. AUDITING, RECORDS, AND INSPECTIONS.

In the performance of this CONTRACT, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the CONTRACT, in compliance with generally accepted accounting procedures. Throughout the term of this CONTRACT, books, records, and accounts related to the performance of this CONTRACT must be open to inspection during regular business hours by an authorized representative of the CITY, and must be retained by the CONTRACTOR for a period of three years after termination or completion of the CONTRACT, or until the full CITY audit is complete, whichever comes first. The CITY retains the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this CONTRACT are subject to the applicable provisions of the Florida Public Records Act, Chapter 119, and Florida Statutes. The CITY also has the right to conduct an audit within sixty (60) days from the effective date of this CONTRACT to determine whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the CITY. The CITY has the right to terminate this CONTRACT based upon its findings in this audit without regard to the termination provision set forth in this CONTRACT.

SECTION 22.**NOTICE.**

All notices required to be given to the CITY or CONTRACTOR under this CONTRACT must be sent by (a) registered or certified mail, and notice will be deemed to have been given on the date of acceptance; or (b) delivery (i.e., courier or other hand delivery), overnight delivery, email or facsimile transmission, and notice will be deemed to have been given on the day of delivery or transmission. If the day of notice is a Saturday, Sunday, or legal holiday, notice will be deemed to have been given on the first calendar day thereafter which is not a Saturday, Sunday, or legal holiday. All notices required to be given to the CITY must be made to the CITY at:

City of Treasure Island
Attention: Michael Munger, Purchasing Coordinator
120 108th Avenue
Treasure Island, Florida 33706
Phone: (727)-547-4575
Fax: (727)-547-4582
munger@municode-treasureisland.org

Or to such other address or facsimile number as the CITY may direct from time to time by written notice forwarded to the CONTRACTOR as provided above.

All notices required to be given to CONTRACTOR in this CONTRACT must be sent to CONTRACTOR at:

Company:	<u>Joe Payne, Inc. dba JPI</u>
Attention:	<u>Joe Payne, PE MBA</u>
Address:	<u>9629 Gretna Green Drive</u>
Phone:	<u>8137311501</u>
Fax:	<u>18133156298</u>
Email:	<u>joepayneinc@gmail.com</u>

or to such address or facsimile number as the CONTRACTOR may direct from time to time by written notice forwarded to the CITY as provided above. E-mail transmittal of notices are considered delivered as of the date of electronic transmission. Both parties will supplement emailed notices with a formal version of the notice as outlined above.

SECTION 23. **DOCUMENTS CONSTITUTING ENTIRE CONTRACT.**

The following documents are hereby incorporated and made part of this Contract:

1. Request for Proposals Documents for RFP No. 20-001.
2. Bid submitted by CONTRACTOR as part of their solicitation response.

SECTION 24. **MISCELLANEOUS.**

- i. The laws of the State of Florida govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue will lie in Pinellas County, Florida. **THE PARTIES WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM, ARISING OUT OF THIS CONTRACT, WHICH MAY BE BROUGHT BY EITHER OF THE PARTIES.**
- ii. CONTRACTOR has been made aware Section 287.133, 134 and 135, Florida Statutes, and the CITY'S requirement that the CONTRACTOR has complied with these laws in all respects prior to and will comply with them in all respects during the term of this CONTRACT.
- iii. CONTRACTOR and any Subcontractors understand and will comply with Section 20.055(5) of the Florida Statutes and thereby agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to said section.
- iv. This CONTRACT is only assignable by the CONTRACTOR upon the express written consent of the CITY.
- v. This CONTRACT is binding upon and inures to the benefit of the Parties, their heirs, personal representatives, successors, and assigns.
- vi. Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions, or conditions of this CONTRACT, or to exercise any right or option contained in this CONTRACT will not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, condition, or right of election, but the same will remain in full force and effect.
- vii. In the event the CITY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this CONTRACT, it is specifically agreed and understood by the Parties that any such purchase order, memorandum, letter, or other instrument is for the CITY'S internal purposes only, and any and all terms, provisions, and conditions contained in this

CONTRACT, whether printed or written, will in no way modify the covenants, terms, and provisions of this CONTRACT and will have no force or effect on this CONTRACT.

viii. The covenants, terms, and provisions of this CONTRACT may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this CONTRACT and any written Amendment(s) hereto, the provisions of the latest executed instrument will take precedence.

ix. All clauses found in this CONTRACT will act independently of each other. If a clause is found to be illegal or unenforceable, it will have no effect on any other provision of this CONTRACT. It is understood by the Parties that if any part, term, or provision of this CONTRACT is by the courts held to be illegal or in conflict with any law of the State of Florida, or the United States, the validity of the remaining portions or provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the CONTRACT did not contain the particular part, term, or provision held to be invalid.

x. All headings of the sections, exhibits, and attachments contained in this CONTRACT are for the purpose of convenience only and must not be deemed to expand, limit or change the provisions contained in such sections, exhibits, and attachments.

xi. The Parties represent and warrant that they have entered into this CONTRACT relying wholly upon their own judgment, belief and knowledge of the nature, extent, effect and duration of any actions, damages and liability therefore. The Parties represent that they enter into this CONTRACT without relying upon any statement or representation of the adverse parties other than what has been set forth in writing in this CONTRACT. The Parties represent that they have had the opportunity to discuss this matter with counsel of their choosing and are satisfied with its counsel and the advice received. The Parties understand this CONTRACT's contents and this CONTRACT will be construed as resulting from joint negotiation and authorship. No part of this CONTRACT will be construed as the product of any one of the Parties. The Parties further declare and represent that no promise, inducement, agreement or understanding not expressed in this CONTRACT has been made to an adverse party and that the terms of this CONTRACT are contractual and not a mere recital. This CONTRACT will be deemed and treated as drafted jointly by all the Parties, and no term, condition or provision of this CONTRACT will be construed more strictly against any Party.

- xii. All words used in this CONTRACT in the singular will extend to and include the plural, and the use of any gender will extend to and include all genders. The term 'including' is not limiting.
- xiii. Each of the Parties covenants to the other party to this CONTRACT that it has lawful authority to enter into this CONTRACT, that the governing or managing body of each of the Parties has approved this CONTRACT, and that the governing or managing body of each of the Parties has authorized the execution of this CONTRACT in the manner set forth below.
- xiv. This CONTRACT must be executed by the respective duly authorized officials, and will take effect as of the day and year first above written.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the date and year first above written.

As To
CONTRACTOR

JPI

(name of corporation or business)

BY: President

(title of authorized corporate officer or individual)

Signature

Joseph Payne

Printed Name

As To
CITY OF TREASURE ISLAND

Mayor:

Signature

Deputy
ATTEST | City Clerk:

Signature



RFP 20-001
Exhibit A - Bid Schedule
BUILDING DEPARTMENT SERVICES

Company Name:

Joe Payne, Inc. dba JPI

Year:

1

2020/2021

Item #	Position/Title/Service	Regular Hourly Rate	After Hours Rate*
A	Building Code Administrator	\$ 165.00	\$ 165.00
B	Building Inspector	\$ 80.00	\$ 90.00
C	Plans Examiner	\$ 80.00	\$ 90.00
Services to be provided on an as-needed basis (in a support capacity only)**			
1	Code Enforcement Officer	\$ 70.00	\$ 90.00
2	Permit Clerk	\$ 50.00	\$ 60.00
3	Planner	\$ 90.00	\$ 120.00
4			
5			
6			
7			

* After Hours Rate to include any services provided outside regular hours (8 am-5 pm Monday-Friday), weekends, and City holidays.

** Please add or edit the positions as necessary to represent your firm's titles for the indicated work, respectively.

A-C: These are the 3 year-round positions/functions that will be utilized on a daily basis during the term of this contract.

1-#: These are positions/functions that may be utilized during the term of this contract. These services would only be provided on an as-needed basis, primarily in a support capacity.

EXHIBIT "B"

(Florida Public Records Law)

119.0701 Contracts; public records; request for contractor records; civil action.

(1) DEFINITIONS. —For purposes of this section, the term:

(a) "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) "Public agency" means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency's custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Resolution 2025-18: Pause in Enforcement of Modular Public Safety Building Setbacks

Action Request: Motion to adopt Resolution 2025-18.

Strategic Objective: Public safety

Date: July 8, 2025

Prepared By: Brandon Berry, Senior Planner

Through: Frances Robustelli, City Manager

Summary of Issue: The City does not currently exempt public buildings that are intended to be installed for longer than 120 days from compliance with zoning requirements, including setbacks. The temporary firefighter housing proposed for installation at 3300 Gulf Boulevard will be unable to comply with setback requirements due to existing site conditions. This temporary waiver would allow for all modular, temporary public service buildings to be exempted from the setback requirements until the reconstruction of Fire Station 22, provided that visibility standards are maintained and the building does not encroach into any required yard.

Funding: N/A

Attachments: 1. Resolution 2025-18

RESOLUTION NO. 2025-18

**A RESOLUTION OF THE CITY OF ST. PETE BEACH FINDING INTENT;
PROVIDING FOR A PAUSE IN THE ENFORCEMENT OF SETBACK
REQUIREMENTS FOR TEMPORARY MODULAR PUBLIC SAFETY
BUILDINGS IN ZONING DISTRICTS THAT AUTHORIZE PUBLIC
SERVICE USES; PROVIDING FOR SEVERABILITY, SCRIVENER'S
ERRORS, CONSTRUCTION AND AN EFFECTIVE DATE AND
EXPIRATION DATE.**

WHEREAS, the City experienced significant damage to its public buildings as a result of Hurricanes Helene and Milton, which rendered several including Fire Station 22 unoccupiable; and

WHEREAS, to maintain response times, the City has chosen 3300 Gulf Boulevard as the site for a temporary modular firefighter residence until Fire Station 22 is redeveloped, with the site having a zoning of INS - Institutional; and

WHEREAS, due to existing site conditions, the modular building as placed will not meet the setback requirements for a new structure in the Institutional zoning district; and

WHEREAS, permitting for temporary setback encroachments of public safety buildings in appropriate zoning districts, of which standards exist primarily to prevent the overcrowding of land, is found temporarily necessary to continue preserving the public health, safety and welfare; and

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the City Commission finds that allowing for temporary setback waiver for public safety buildings that are placed in an appropriate zoning district and meet roadway visibility requirements are a reasonable and necessary use of these powers given existing conditions; and

WHEREAS, the City of St. Pete Beach finds that adoption of this resolution as proposed will promote the public health, safety, and general welfare.

**NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH
FLORIDA, HEREBY RESOLVES:**

SECTION 1. Recitals. The above recitals (“Whereas” clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The City Manager is hereby authorized to temporarily pause enforcement, waive or adjust any dimensional front, side or rear setback requirements that may be needed on a temporary basis for safe placement of a temporary modular public safety building needed for public safety uses on City-owned land within any zoning district in which public service facilities are a permitted use, provided that the building meets the visibility requirements of Land Development Code Section 6.21.

SECTION 3. For the purpose of this Resolution, a temporary modular building shall be any building which is intended to support public safety functions that is not intended for permanent construction or placement at its location.

SECTION 4. This Resolution does not authorize the City Manager to waive any requirement of the Florida Building Code, National Fire Prevention Code, the City's floodplain ordinance, or the Comprehensive Plan, and any requirement in conflict shall supersede this power. This Resolution also does not permit a temporary modular building within an easement without the authorization of the easement-holder.

SECTION 5. Severability. The provisions of this Resolution are declared to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution as they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Resolution by filing a corrected copy of this Resolution with the City Clerk.

SECTION 7. Construction. This Resolution is to be liberally construed to accomplish its objectives.

SECTION 8. Effective Date and Expiration Date. This Resolution shall be effective upon adoption and shall expire six months following the certificate of occupancy for Fire Station 22.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH, FLORIDA, THIS _____ DAY OF _____, 2025.

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

ATTEST:

Renee Rose, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ralf Brookes, City Attorney

**CITY COMMISSION MEETING
CITY OF ST. PETE BEACH
COMMISSION CHAMBERS**

Agenda Report

Agenda Title Name: Final Reading of Ordinance 2025-10: Amendments to Land Development Code DIVISION 26 - SIGN ORDINANCE

Action Request: Motion to [approve/approve with modifications/deny] the 2nd and final reading of Ordinance 2025-10.

Strategic Objective: Sign pollution

Date: July 8, 2025

Prepared By: Kimley-Horn

Through: Laura Canary, Community Development Director

Summary of Issue: The final reading of this ordinance contains the following changes in comparison to the first reading:

- 1) Reverts the threshold for deterioration and damage that requires signs to be brought into compliance with the amended code from 25% to 50%, to comply with the expected impacts of Senate Bill 180 (2025);
- 2) Reduces the maximum height and area for signs in each district grouping to the greatest of the current regulations allowed for that district grouping, and reverts the RFM District back to its own grouping due to its regulations greatly exceeding other zoning districts;
- 3) Aligns sign area calculations more closely with current regulations to retain similar sign standard measurements, while allowing for additional sign structure square footage for monument sign bases and non-commercial architectural embellishments to promote (but not require) higher-quality signage.
- 4) Allows a longer compliance timeframe of 10 days to complete maintenance of signs deemed to be out of compliance with this ordinance when emergency conditions do not exist.
- 5) Removing pole signs as a permitted new freestanding sign type, allowing them only when a variance is obtained;
- 6) Reducing the number of additional temporary signs

permitted during election season from unlimited to one per ballot item.

Other minor modifications, that do not drastically affect any language presented in this item's first reading, were made as shown in the Exhibit A markup. A summary of this Ordinance's overarching purposes and unmodified amendments is below.

This ordinance contains significant amendments to Land Development Code Division 26 - SIGN ORDINANCE, with two overarching purposes:

1) Eliminate content-based references to the City's regulation of signage in the wake of Reed v. Town of Gilbert, a Supreme Court case preventing governments from lawfully applying different regulations to signage based upon the content of the sign except in cases where the restrictions survive strict scrutiny. This includes setting standards for certain sign types, such as temporary signs, rather than regulating temporary signs based upon their content, such as political signs or construction signs. Restrictions pertaining to distinctions between signs allowed on commercial and residential properties, on- and off-premise, and total sign density, are among the modifications made in this Code update to achieve content neutrality.

2) Update and modernize the sign code generally based on feedback received from the City Commission and City Staff, including substantially reducing the number of district groupings with disparate sign requirements, extending signage available for uses City-wide instead of within specific districts, and clarifying permissions for multi-tenant business developments, among others.

The ordinance in this form was recommended by the Planning Board to the City Commission at a vote of 5-0 at the April 2025 Planning Board meeting.

Some of the most significant changes compared with the existing ordinance that are proposed include the following:

- Eliminating references to "political signage", "real estate signage", and other temporary sign

types that could be viewed as content-based in favor of standards for "temporary signage", which are differentiated only between residential and non-residential properties, and whether the event associated with the sign is predictable or non-predictable in duration and dates.

- Collapsing an existing 16 distinct sign districts into four, and providing for standardization among the types of signs permitted within those four districts.
- Extending what are currently district-specific signage types City-wide when the use of the property qualifies for the signage, such as allowing theater signs for theaters, or a sandwich board for a commercial establishment.
- Adopting updated area calculation measurements to provide clarity to property owners, contractors, and staff in interpreting and implementing the sign code.
- Setting general sign standards to mitigate impacts on fire access, facility clearance, and drainage features.
- Lessening timeframes for removal of poorly-maintained signs that pose health or safety risks to the public.
- Providing updated illustrations showing sign types (forthcoming).
- Providing relief to businessowners during transition in use and following storm events by allowing banners and exempting well-maintained signage from the definition of "abandoned" when certain actions to restore the property are undertaken.

Staff finds the following Goals, Objectives and Policies of the Comprehensive Plan to be supportive of these amendments:

Future Land Use Element

GOAL 4: The Land Development Code shall be amended and adopted to implement the goals, objectives, and policies of this comprehensive plan, as amended.

Objective 4.1: Recognizing that the City is located on a barrier island, future growth and development shall be managed through the preparation, adoption,

implementation, and enforcement of the Land Development Code consistent with this adopted Comprehensive Plan, as amended, in accordance with applicable timeframes established herein or State law, whichever is more restrictive.

Policy 4.1.2: The City shall adopt and implement a Land Development Code that contains specific and detailed provisions required to implement this Comprehensive Plan, as amended, which, at a minimum shall:

[...]

c. Regulate signs;

[...]

Transportation Element

Policy 1.7.7 The City shall enforce the requirements maintained within the Land Development Code for signage along roadways in order to reduce visual confusion and safety hazards.

Funding:

N/A

Attachments:

1. Ordinance 2025-10
2. Exhibit A - Clean
3. Exhibit A - Markup with changes tracked
4. Exhibit A - Markup
5. Staff Presentation - Ord. 2025-10 Second Reading
6. Business Impact Statement

Ordinance 2025-10

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING AMENDMENTS TO LAND DEVELOPMENT CODE DIVISION 26 SECTIONS 26-1 THROUGH 26-42 ENTITLED SIGN ORDINANCE TO ENSURE CONTENT-NEUTRAL SIGN DEFINITIONS, STANDARDS, REGULATIONS AND REQUIREMENTS, AND ADOPTING AMENDMENTS TO THE REQUIREMENTS FOR PERMITTING, ENFORCEMENT, AND MAINTENANCE FOR NEW, EXISTING AND NONCONFORMING SIGNS IN ALL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER'S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

WHEREAS, the City's sign ordinance is intended to be content neutral and regulate only the number, form and placement of signs, with goals that include promotion of corridor and site-specific aesthetics, improving pedestrian and traffic safety, and visually aligning signs with their associated structures.

WHEREAS, the amendments proposed herein are intended in part to maintain content neutrality of the City's sign regulations, particularly in light of the Reed v. Town of Gilbert U.S. Supreme Court decision.

WHEREAS, these amendments are also intended to standardize sign types and sizes across zoning districts and other defined areas of the City, and update application and enforcement standards, among other amendments, to provide for greater compliance with the City's sign ordinance while also providing greater surety to businesses and residents when it comes to application and enforcement of the City's sign code.

WHEREAS, the City's Planning Board, sitting as the Local Planning Agency, recommended these amendments to the City Commission at a vote of 5 to 0 on April 21, 2025 and found them to be consistent with the City Comprehensive Plan.

NOW, THEREFORE, THE CITY COMMISSION OF THE CITY OF ST. PETE BEACH FLORIDA, HEREBY ORDAINS:

SECTION 1. Recitals. The above recitals ("Whereas" clauses) are hereby adopted as legislative findings, purpose and intent of the City Commission.

SECTION 2. The Land Development Code is amended as shown in EXHIBIT A to this Ordinance.

SECTION 3. Codification. This Ordinance shall be codified in the Land Development Code of the City of St. Pete Beach.

SECTION 4. Conflicts. All ordinances or parts of ordinances, in conflict herewith are hereby repealed to the extent of any conflict with the Ordinance.

SECTION 5. Severability. The provisions of this Ordinance are declared to be severable, and if any section, sentence, word, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, words, clauses, and phrases of this Ordinance as they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 6. Scrivener's Error. The City Attorney may correct scrivener's errors found in this Ordinance by filing a corrected copy of this Ordinance with the City Clerk.

SECTION 7. Construction. This Ordinance is to be liberally construed to accomplish its objectives.

SECTION 8. Publication. This Ordinance shall be published in accordance with the requirements of law.

SECTION 9. Effective Date. This ordinance shall take effect immediately upon passage.

FIRST READING: _____
SECOND READING: _____
PUBLIC HEARING: _____

CITY COMMISSION, CITY OF ST. PETE
BEACH, FLORIDA.

Adrian Petrila, Mayor

I, Amber LaRowe, City Clerk of the City of St. Pete Beach, Florida, do hereby certify that the foregoing Ordinance was duly adopted in accordance with the provisions of applicable law this _____ day of _____, 2025.

Amber LaRowe, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

City Attorney

“EXHIBIT A”

DIVISION 26 SIGN ORDINANCE

Sec. 26.1. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this division are intended to be content-neutral and regulate only the number, form, and placement, not the content, of signs. In order to preserve and enhance the city as a desirable community in which to live, vacation and do business, a pleasing, visually attractive environment is of foremost importance. These sign regulations have been prepared with the intent of mitigating the impact signs have on traffic and pedestrian safety, enhancing the visual environment of the city, and promoting its continued well-being. These sign regulations are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) Curtail the size and number of signs and sign messages to the minimum reasonably necessary;
- (j) 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;
- (k) Categorize signs based upon their structures and tailor the regulation of signs based upon those structures;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
- (n) 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;
- (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
- (p) Prohibit signage that will substantially and negatively impact wildlife;

-
- (q) 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;
 - (r) 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;
 - (s) 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;
 - (t) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city, is appropriate in scale to the surrounding buildings and landscape, 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 commercial properties;
 - (u) Provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and
 - (v) Enable the fair and consistent enforcement of these sign regulations.

Sec. 26.2. - Definitions.

All words used in this division, except where specifically defined herein, shall carry their customary dictionary meanings when not inconsistent with the context in which they are used. The following terms, when used in this division, shall have the meanings ascribed to them in this section:

Abandoned or discontinued sign or sign structure means (a) A sign on or appurtenant to a building when that building has not been occupied for a period of 90 consecutive days or longer; or (b) a sign which contains structural components but no display or sign copy for a period of 90 consecutive days or longer. This term does not include individual panels within a sign for multi-tenant developments unless the multi-tenant development is more than 50 percent vacant, or transitional and emergency signage as referred to in Sec. 26.19.

Advertising means sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, sales event, activity, entertainment, or real or personal property.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, requiring electrical energy or set in motion by movement of the atmosphere, or made up of external sign elements that revolve or turn. The term "animated sign" does not include signs which display time of day, temperature, or both, and does not include electronic message board signs.

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in an artistic form but does not in any way identify a business, product, business logo, or a commercial message. It serves as a means of communication, expression, and cultural understanding.

Attached sign means any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows, or canopy) which encloses or covers usable space.

Awning means a cloth, plastic, or other nonstructural covering that is permanently attached to a building or other structure, or that can be raised or retracted to a position against the building or other structure when not in use.

Awning sign or canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Banner means any sign or string of one or more signs, usually made of cloth or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including, but not limited to, balloons and pennants. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Building frontage. See frontage, building.

Bus stop informational sign means a freestanding or attached noncommercial sign located at a bus stop and providing information as to the route, hours or times of service.

Canopy means a permanent or semi-permanent, on-premise roof-like projection or structure intended to provide shade or shelter.

Canopy sign or awning sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy/message sign means a sign with the capability of content change by means of manual or remote input, including the following types:

- (1) *Manually activated.* Changeable sign whose message copy can be changed manually on a display surface.
- (2) *Electronically activated.* Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices, or may be from an external light source designed to reflect off of the changeable component display. See also *Electronic message board* sign.

Character means any symbol, mark, logo, or inscription.

Color means any distinct tint, hue or shade including white, black or gray.

Copy means the linguistic or graphic content of a sign.

Designer sign means a sign that is custom made wall or monument-type signs, reviewed by the city manager or designee, and found to be of a higher creative, artistic and three-dimensional, or sculptural nature than the standard types of signs typically used within the sign industry.

Double-faced sign means a single sign with items of information relating to the same business on both sides of the sign and mounted as a single structure.

Eave means the lowest horizontal line of a sloping roof.

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled. This shall include but not be limited to changeable words, lines, logos, symbols, or illustrations and shall include all LED type signs regardless of if the sign periodically changes copy.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

Facade means the exterior wall(s) of a building exposed to public view.

Flag means any fabric, or bunting containing distinct colors, patterns or symbols, used as an ornamental flag or as a symbol of government, political subdivision, corporation or business or other entity. (See also ornamental flag.)

Flagpole means a pole on which to raise a flag. A flagpole is not a freestanding pole sign.

Flashing sign means any illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign. This does not include official warning signs to the motoring public.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Freestanding sign, monument or pole means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

Frontage means the length of the property line of a parcel of land which runs parallel with and along a road right-of-way or street, exclusive of alleyways.

Frontage building, or building frontage, means the length of the single façade of a building or that portion of building occupied by a single office, business or enterprise, commonly referred to as "storefront", which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway.

Government sign means any temporary or permanent sign erected by or on the order of a public official or quasi-public entity at the federal, state or local government level in the performance of any duty including, but not limited to, noncommercial signs identifying a government building, program or service (including bus or other public transit services), traffic control signs, street name signs, street address signs, warning signs, safety signs, informational signs, traffic or other directional signs, public notices of government events or actions, proposed changes of land use, any proposed rezoning, or any other government speech. This term includes signs erected on government property pursuant to lease, license, concession or similar agreements requiring or authorizing such signs.

Ground level means the level of finished grade of a parcel of land, exclusive of any filling, berming, or mounding, or excavating, solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finished grade of the landward portion of the adjoining parcel. .

Height means vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. .

Lawful message means any message not prohibited by state or federal law.

Lot. See definition of parcel.

Maintenance means the replacing, repairing or repainting of a portion of sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear, weather, or accident.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to a marquee.

Multi-tenant building/development means a building or development where more than one business may be located, including businesses located above the first floor or otherwise without frontage on a public right-of-way.

Nameplate sign or *occupant identification sign* means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Nonconforming sign means a sign which does not conform with the regulations provided in this division.

Parcel means land which has been or which is proposed to be used, developed, or built upon as a unit under single ownership.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, paper or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

Permanent sign means any sign which, when installed, is intended for permanent use, and is so constructed as to be of lasting and enduring condition (beyond normal wear and tear). Unless otherwise provided for herein, a sign other than a temporary sign or portable sign shall be deemed a permanent sign.

Predictable event means an event of which the date or dates is or are known at the time the sign is erected. By way of example, predictable events shall include an election, garage sale, grand opening, parade, wedding, garage sales, and others with a definite date.

Portable sign means any sign, banner, or poster that is not permanently attached to the ground or structure, or a sign capable of being transported, including, but not limited to, signs designed to be transported by means of wheels or carried by a person, and signs converted to an A-frame sign or a T-frame sign. For purposes of this division, a cold-air inflatable sign shall be considered to be a portable sign.

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Property means the overall area represented by the outside boundaries of a parcel of land or development containing one or more business establishments and/or residential units.

Revolving sign or *rotating sign* means an animated sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.

Roof sign means any sign erected and constructed wholly on or over the roof of a building, which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building.

Safety sign. See Warning sign.

Sandwich board sign or *A-frame sign* means a portable, freestanding sign which is ordinarily in the shape of an "A," or some variation thereof when erected.

Shopping center means a group of commercial establishments developed, operated, managed, and/or owned as a planned unit under a single architectural plan. A shopping center may include a building or structure owned in fee simple, condominium, cooperative, leasehold or other ownership.

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway

intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in section 6.21 herein.)

Sign means any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of, or identify the purpose of any person or entity or to communicate information of any kind to the public. The term "sign" includes sign structure.

Sign area means the total square foot area of sign surface, , computed as described in section 26.15.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports, or other components attached to or placed around the sign structure.

Snipe sign means any sign tacked, nailed, posted, pasted, glued or otherwise attached to telephone poles, utility poles, or fences, with the message appearing thereon not applicable to the present use of the premises upon which the sign is located.

Street means a public right-of-way intended for the use of vehicular and pedestrian traffic.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Subdivision monument identification sign means a monument sign which contains only the name of a platted subdivision or other residential development.

Temporary sign means a sign intended for a use not permanent in nature and shall include a sign formerly or commonly associated with a temporary use or structure, or a sign related to an event or occurrence at a future time, which shall be further defined by whether the event to which it pertains is predictable or unpredictable.

Traffic control device sign means any sign 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).

Unpredictable event means an event of which the date or dates is or are not known at the time the sign is erected. By way of example, unpredictable events may mean for rent or for sale periods, construction projects, and others without a definite date of ending.

Vehicle sign means a sign attached to or placed on a vehicle, including, but not limited to, automobiles, trucks, boats, campers, and trailers, and that is located on public or private property, can be viewed from a right-of-way. This includes signs attached to the following vehicles: On- or off-site inoperable vehicles, junk or abandoned vehicles as defined in section 98-67 of the Code of Ordinances, vehicles that have not been driven or moved in 72 hours, or a vehicle with signage attached to it that renders the vehicle not safely drivable.

Visibility triangle. See Sight visibility triangle.

Wall sign means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane with the plane of the building facade or wall.

Warning sign or safety sign means a sign which only 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, etc.) or that only provides warning of a violation of law or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity on the property on which the sign is posted.

Waterside identification sign means a sign which can be only be viewed from the waters of the Gulf, Boca Ciega Bay, the intracoastal waterway or any other navigable waterway.

Wayfinding/Directional sign means a sign, which may or may not be a governmental/statutory sign, that shows route designations, destinations, directions, distances, services, points of interest, or other geographical, recreational, or cultural information for the aid of the traveling public, for facilitating a safe and orderly traffic flow and preventing sudden stops.

Wind sign means a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include pennants, ribbons, spinners, streamers or captive balloons; however, the term "wind sign" shall not include flags.

Window or door sign means any sign visible from the exterior of a building or structure which is painted on, attached, glued, or otherwise affixed in any fashion on the interior or exterior of the surface of a window or door.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 2, 1-10-17; Ord. No. 2017-17, § 2, 11-14-17)

Cross reference(s)—Definitions, § 2.1.

Sec. 26.3. - Applicability.

- (a) *Applicability.* This division applies to any sign, permanent or temporary, displayed or erected which is visible and legible from a right-of-way.
- (b) *Relationship to other codes.* All signs shall comply with applicable building, electrical, and maintenance codes as adopted by the city. In the event any provisions of this division are in conflict with other applicable requirements, the more restrictive requirements shall apply.
- (c) This division does not regulate the following:
 - (1) A sign located entirely inside the premises of a building or enclosed space, and that is not visible from the right-of-way, public parking lot, or property outside of the zoning lot.
 - (2) A government sign.
 - (e3) Historic markers for local, state, or nationally designated historic resources.

Sec. 26.4. No content restrictions.

- (a) No sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.
- (b) It is the intent of the City Commission that protection of First Amendment rights shall be afforded such that any sign, display, or device allowed under this division may contain, in lieu of any other copy, any otherwise lawful message unrelated to the business located on the premises where the sign is erected. The message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial or commercial message to another, as frequently as desired by the owner of the sign, provided that the applicable size, height, setback, lighting, design, other applicable requirements, and dwell time criteria for electronic changeable message signs contained in this division and Code have been satisfied.

Sec. 26.5. - Sign permit required.

(a) *Generally.*

- (1) Allowed temporary and allowed permanent signs of the type described in section 26.13., shall be exempt from sign permitting hereunder.
- (2) No sign permit shall be issued for the erection of a prohibited sign.
- (3) Signs subject to this division shall be designed, constructed, and maintained in compliance with the City's building, electrical, maintenance, and all other applicable codes and ordinances and in compliance with all applicable state and federal law, codes and regulations.
- (4) Unless exempt from permitting, no sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city. Where electrical permits are required, they shall be obtained at the same time as the sign permit. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.
- (5) A sign lawfully erected under permit may be repainted or have ordinary and customary non-structural repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if repair work causes such sign is to be structurally altered, relocated, or enlarged in any manner, a new sign permit shall be required and the altered sign must meet all requirements of this division and this Code. Nonconforming signs that have been substantially damaged, deteriorated beyond 25 percent of the assessed value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed in accordance with section 26.6.

(b) *Fees.* Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.

(c) *Permit Application.* A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law. The applicant shall furnish the following information on or with the sign permit application form:

- (1) The legal description of the real property where the sign is proposed to be located.
- (2) The zoning district for the real property on which the sign(s) will be located.
- (3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.
- (4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
- (5) The name, mailing address and telephone number of the sign contractor.
- (6) Type of proposed sign(s) (e.g., attached wall sign, freestanding monument sign).

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- (7) Detailed scaled drawings to show the dimensions, design, structure, and location of each particular sign (when depicting the design of the sign it is not necessary to show the content of the sign as the sign reviewer is prohibited from taking this factor into consideration).
 - (8) Computations of the maximum total sign area, the maximum area for individual signs, and the height of each of the proposed signs.
 - (9) The setbacks for the proposed sign(s).
 - (10) The cost of the proposed sign(s).
 - (11) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.
 - (12) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.
- (d) *Nullification.* A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six months after the date of the permit. If the sign is an integral part of a new building structure, then the permit shall be valid until completion of the building.
 - (e) *Revocation.* If the city manager and/or their designee finds that any sign has been erected, altered or maintained in violation of this division, Florida Building Code, or any other ordinance of the city, or 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 owner of record of the property upon which such sign is located shall be notified by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. If the permit holder fails or refuses to make corrections within ten days, or a shorter period when emergency conditions exist pursuant to 98-75, it shall be the duty of the building official, or designee, to revoke such permit and provide written notice of same to such permit holder. It shall be unlawful for any person to proceed with any work under the permit after such notice is issued. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.
 - (f) *Appeals.* Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal on or before 30 days from the day of the administrative decision in accordance with Section 3.14 of the Land Development Code.

Sec. 26.6. - Nonconforming signs.

All signs that lawfully existed at the time of the enactment of this division and that do not conform to the provisions of this division, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, shall be regarded as nonconforming signs.

- (a) Except as provided in this section, no nonconforming sign shall be moved, reconstructed, extended, enlarged, or structurally altered, unless changed to conform with this division.
- (b) Nonconforming signs may continue to be maintained, repaired, or the message of the sign may be changed provided that maintenance, repair, or changing the copy does not require structural alterations.

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- (c) Removal of a nonconforming sign, or replacement of a nonconforming sign with a sign conforming to this division, is required when:
 - (1) The nonconforming sign is substantially damaged, destroyed, or deteriorated to such extent that the cost of repair or restoration would equal or exceed 50 percent of the replacement cost of the sign; or
 - (2) A building or site on which the nonconforming sign is located is improved, repaired, rehabilitated, altered, or redeveloped at a cost which equals or exceeds 50 percent of the market value of the existing building or structure before the improvement or repair is started.
 - (d) In addition to the above, all legally erected nonconforming electronic message board signs, including all LED-type signs, must be made to conform to the applicable provisions of this division by January 1, 2027.
 - (e) Signs that exist on the effective date of this division that were not in conformance with previous regulations are illegal signs and shall conform with this division or be removed within ninety (90) calendar days of the effective date of this division.

Sec 26.7. - Variances.

- (a) Requests for variances from any provisions of this division, unless stated otherwise, shall be processed and authorized pursuant to section 3.12 general variances of the Land Development Code.
- (b) Variances from the terms of these regulations may not be contrary to the public interest. Variances may be granted where, owing to special conditions, the literal enforcement of the provisions would result in unnecessary hardship, not to include economic hardship. However, no variance shall be granted unless the criteria of section 3.12 are met. In addition to these usual criteria for variances to the provisions of this article, any additional signage allowed pursuant to variances shall be conditioned in such a way that, taking into consideration existing allowable signage in the area, the additional signage does not exacerbate visual clutter, driver distraction or traffic safety in the area.

Sec. 26.8. - Inspection and maintenance of signs.

- (a) *Inspection.* Signs for which a permit is required under this division may be inspected periodically by the building official, or designee, for compliance with this division, other codes of the City, and all terms upon which the sign permit may have been conditioned.
- (b) *Maintenance of signs.*
 - (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and present a neat and clean appearance according to the following:
 - a. Signs with illumination that have become flashing signs shall be repaired, renovated, or corrected to the original permitted function and order.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
 - d. Every sign shall be able to withstand the wind pressure for which it was originally designed.
 - e. If a sign is a freestanding sign, the area around the base of the sign shall be landscaped, maintained, and kept free of weeds, overgrowth, debris, trash, litter, and any other unsightly conditions or nuisances as defined by chapter 98, article 3 property maintenance of the Code of Ordinances.

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- (2) The maintenance of signs shall be in keeping with the intent of chapter 98, article 3, section 98-66(d) to ensure the public health, safety and welfare is maintained. The owner and/or leaseholder shall be responsible for maintaining the signs concerned in good operating conditions and appearance and shall be responsible for maintaining the area immediately surrounding the sign. Failure to comply with chapter 98, article 3 shall constitute cause for revocation of the sign permit and removal of the sign, if the owner and/or leaseholder fail to correct same within ten days after written notice of violation for non-emergency deterioration or damage, or two days after written notice of violation when the city manager or designee has identified the situation as an emergency.

Sec. 26.9. - Enforcing official.

The city manager, or designee, shall be the enforcing official of this division. The enforcing official is charged with the duty of administering this division and securing compliance therewith. Further, the enforcing official shall make such inspection as may be necessary to ensure compliance with this division and shall initiate appropriate action, if any, to enforce the provisions of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.10. - Violations and penalties.

- (a) The acts enumerated in this section shall be a violation of this division and shall be subject to the enforcement remedies and penalties provided by this division, by other city codes, and by state law. Such remedies may be pursued simultaneously.
- (b) It shall be a violation to:
- (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
 - (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
 - (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
 - (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
 - (5) Continue any such violation.
- (c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.
- (d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:
- (1) Issuing a stop work order for any and all work on any signs on the same site.
 - (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
 - (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.

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- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of chapter 1, St. Pete Beach Code of Ordinances.

Sec. 26.11. - General sign requirements

- (a) All new signs shall comply with all applicable Florida Building Code requirements, design requirements, and other applicable requirements.
- (b) Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Placement shall not interfere with natural or artificial drainage or surface or underground water.
- (c) No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress, nor shall it obstruct or interfere with roof access or any opening required for ventilation.
- (d) No sign, portable or otherwise, is to be placed or located to conflict with the intersection visibility requirements of section 6.21 of this Land Development Code.
- (e) All signs shall be installed and constructed in a professional and workmanlike manner and shall be maintained in good and safe structural condition and good physical appearance. All exposed structural components shall be painted, coated, or made of rust or wood rot inhibitive material.
- (f) *Signs on public lands.* Signs shall not be located on publicly owned land or easements or inside street rights-of-way except signs required or erected by permission of the authorized governmental agency. Such prohibited signs shall include, but not be limited to, handbills, posters, advertisements, or notices that are attached in any way upon lampposts, telephone poles, utility poles, bridges and sidewalks. All signs shall be moved by the owner of the sign at no expense to the applicable governmental jurisdiction when the signs are within any public property including existing rights-of-way. Nothing shall prohibit a duly authorized public official from removing a sign from public property.
- (g) *Official signs and notices.* Nothing in this division shall be construed to prevent or limit the display of legal notices, warnings, informational, direction, traffic, or other such signs which are legally required or necessary for the essential functions of government agencies.

Section 26.12. - Sign standards in all districts.

All permitted signs shall be subject to the below design requirements:

- (a) All permanent signs shall be compatible with the building(s) to which they relate and with the surrounding neighborhood.
- (b) The placement and location of signs shall not cover or obscure architectural features, finishes, doors, windows, or other elements of the building to which they relate unless designed to be an integral part of that element.
- (c) *Freestanding signs.*
 - (1) All newly-constructed or substantially-improved freestanding signs shall be monument signs, unless a variance is granted to allow for a freestanding pole sign pursuant to Section 26.7. When a variance is granted to permit a freestanding pole sign, a landscaped area of four feet in depth or the depth of the pole sign's cabinet, whichever is greater, and equal or greater to the width of the pole sign's cabinet, shall be installed beneath the sign. The landscaped area shall be planted and maintained for the life of the sign with groundcover and/or shrubs to provide reasonably complete coverage of the area within one growing season.

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- (2) The materials, finishes and colors of the base of freestanding signs, including monument and-pole base sign, shall match the architectural design of the building on the same site.
 - (3) All freestanding signs shall be placed in a landscaped setting appropriate to the size and scale of the sign.
 - (4) Tenant panels in freestanding signs for a multi-tenant development or shopping center, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method.
 - (5) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.
 - (6) A freestanding sign shall not exceed 35 feet in height, or 135 square feet in sign area, in any district. No variance to this regulation may be granted and no variance application to this requirement shall be accepted.
 - (7) A freestanding sign shall not exceed 200 square feet in sign structure area, inclusive of the support structure base, architectural features, and sign area, or 200% of the permitted freestanding sign area in total sign structure area, whichever is less.
- (d) *Window signs.* One or more window signs may be displayed where attached signs are permitted. Permanent window signs shall not cover more than 50% of any contiguous window surface between frames, exclusive of grilles and muntin, and shall comply with all fire safety codes.
- (e) *Projecting signs.* Projecting signs shall have a minimum ground clearance of eight (8) feet and shall not project within two (2) feet of any curb.
- (e) *Illuminated signs.*
- (1) Illuminated signs, in addition to conforming to all other requirements of this division, shall be shielded in such a manner so that no direct source of light is cast into residential properties or into a public street or right-of-way.
 - (2) No sign shall have animated, blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction.
 - (3) Illuminated signs shall not interfere with pedestrian or motorist vision. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices. Similarly, no electronic changeable message sign shall be permitted if it may be confused with, construed as, or interfere with traffic control devices.
 - (4) The illumination shall not be reflective or phosphorescent and shall be placed in a manner that will not create a nuisance to other premises or create a traffic hazard to operators of motor vehicles on public thoroughfares.
 - (5) Externally illuminated signs are preferable to internally illuminated signs. Externally illuminated signs are permitted only with steady, stationary, and shielded lighting directed solely onto the sign from either above or below.
 - (6) Internally illuminated signs or portions of a sign that are internally illuminated shall not be larger than 50 square feet in area.
 - (7) Internally illuminated signs shall be expressly prohibited in the following areas:
 - a. Within 50 feet of a property with a single-family use or zoned for a single-family use;
 - b. Building facades or property frontage adjacent to Corey Avenue in the TC-1 or TC-2 district;

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- b. BR district;
 - c. Traditional hotel district;
 - d. UBV district; and
 - e. Pass-a-Grille Overlay district.

Sec. 26.13. - Exempt Signs.

The following sign types are exempt from the permitting process and are exempt from other provisions of this division, but are not exempt from the requirements imposed by this subsection or from applicable requirements of this division relating to construction, illumination, placement, safety, and nonconformity, and are not exempt from other regulations related to public health, safety and welfare.

- (a) *Street address signs.* For each parcel within the city, one attached street address sign shall be displayed for each building façade facing the primary street or waterfront. The address numbers shall be at least three inches in height if the dwelling or business establishment is located 50 feet or less from the curb or improved right-of-way, at least five inches in height if the dwelling or business establishment is located more than 50 feet from the curb or improved right-of-way, in Arabic numbers, and of contrasting color to background. For any site or parcels subject to a common plan of development on which one or more signs requiring a permit are proposed to be erected, the location, height, and area of street address signs shall be included in sign plan. Address numbers are subject to National Fire Protection Association (NFPA) code, as amended. One additional street address sign may be located on the monument sign or other sign at the entrance of the development.
- (b) *Artwork.* Artwork, provided it does not contain a commercial message. The portion of the artwork containing a commercial message shall be part of the computation of the allowable sign area, as described in section 26.15.
- (c) *Flags.* There shall be a maximum of one flagpole and three flags permitted for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height. The maximum size of such flags shall be as follows: The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the flagpole, or in the absence of a flagpole, 20 percent of the distance from the top of the flag or insignia to the ground. Flags containing a commercial message shall be part of the computation of the allowable area for freestanding signs.
- (d) *Government signs.* Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail.
- (e) *Machinery and equipment signs.* Machinery and equipment signs shall be allowed in all districts.
- (f) *Nameplate signs or occupant identification signs.* For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any nonresidential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.
- (g) *Onsite directional signs.* Onsite directional signs, not exceeding four square feet in area per sign face.

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- (h) *Onsite parking space signs.* Onsite parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
 - (i) *Onsite marina slip number signs.* Onsite marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
 - (j) *Warning signs and safety signs.* Warning signs and safety signs, not exceeding four square feet in sign area.
 - (k) *Special event sign.* A special event sign may be allowed subject to the conditions of the associated special event permit or City sponsorship conditions, along with any restrictions placed specifically on special event signage within this division. All other restrictions of this division, not specific to special event signs, shall not be applicable.
 - (l) *Temporary signs.* One temporary sign per property, not exceeding three square feet in area on residential property, and 16 square feet in area on nonresidential property, shall be allowed. Additionally, a number of temporary signs equal to the number of items on the election ballot shall be allowed on both residential and nonresidential property from thirty days prior to an election held in the city to two days following an election held in the city, provided all other restrictions of this sign type are met. A temporary sign for a non-election predictable event shall be posted no more than seven days prior to the event and removed no more than two days following the event. A temporary sign for a non-election unpredictable event shall be removed no more than two days following the event. This regulation does not pertain to a temporary sign otherwise regulated by a special event permit. Signs may be freestanding or attached wall signs and shall not be of a type prohibited in section 26.5. Temporary signs are further regulated by type as follows:
 - (1) *Freestanding temporary signs.* If freestanding, signs shall not exceed three feet in height on residential property and six feet in height on nonresidential property, shall be located outside of the visibility triangle required by section 6.21 of this Code, shall be located outside of any required pedestrian access, public safety access, or parking access or space, and shall be located a minimum of three feet from the sidewalk or curb line on private property.
 - (2) *Attached temporary signs.* If attached, signs shall be erected as permitted for a wall sign and shall not exceed in height the eave or parapet line of the building.

Sec. 26.14. - Prohibited signs.

The following signs and sign types are prohibited within the city limits.

- (a) Revolving signs; rotating signs.
- (b) Flashing signs, animated signs, multi-prism signs and beacon lights, except when required by the Federal Aviation Administration or other government agency.
- (c) Banners, except those used to advertise approved special events, those installed for 30 days after the issuance of a business' tax receipt for a new business, or when used during transitional or emergency events as regulated in Section 26.19. For special events, the banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event. For new businesses, the size of the banner may not exceed the allowance otherwise permitted for attached signage, shall be attached to the building or face of an existing freestanding sign, and shall be secured to resist movement from wind.
- (d) Pennants, streamers, and all other fluttering, spinning, or similar type signs and advertising devices.

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- (e) Wind signs.
 - (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
 - (g) Roof signs, other than integral roof signs in nonresidential zoning districts.
 - (h) Abandoned and discontinued signs, except as temporarily permitted in Section 26.19.
 - (i) Snipe signs.
 - (j) Bus bench advertising signs; bus shelter advertising signs.
 - (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter, or project three-dimensional images, holographic images or pyrotechnics, with the exception that signs emitting audible sound erected to accomplish compliance with the Americans with Disabilities Act shall be authorized.
 - (l) Signs that have unshielded illuminating devices, other than electronic changeable message sign displays permitted in accordance with this division.
 - (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
 - (n) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
 - (o) Any sign in or over the public right-of-way, except government signs or as otherwise provided by this division.
 - (p) Any sign attached to or painted on a seawall , pier, dock, or tie pole, other than a government sign, warning sign or safety sign, or signs otherwise required by local, state or federal law.
 - (q) Signs in or upon any river, bay, lake, or other body of water within the limits of the City, other than government signs, warning or safety signs or signs otherwise required by local, state or federal law. The City Manager or designee is authorized to remove and dispose of any temporary sign placed within the City right-of-way in violation of this ordinance.
 - (r) 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 limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
 - (s) Any sign nailed, fastened, affixed to, hanging from, or painted on any tree or other vegetation, or part thereof (living or dead).
 - (t) Any sign prohibited by state or federal law.
 - (u) Vehicle signs, as defined by this division, and portable trailer signs.
 - (v) Any sign located on real property without the permission of the property owner.

Sec. 26.15. - Methods of Measurement

- (a) *Setbacks.* Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign.
- (b) *Height.* Height for freestanding signs in all zoning districts shall be computed as the distance from the base of the sign structure at ground level to the highest point of the sign structure. In cases where the ground level, as defined in this section, cannot reasonably be determined, sign height shall be derived on the assumption that the elevation of the ground at the base of the sign is equal to the average elevation at the front property line of the zoning lot.

(c) *Area.*

- (1) *Freestanding sign, monument base.* Sign area shall be computed as the extreme outer dimensions of the freestanding structure, excluding the support structure base and architectural features. When sign copy has been attached or painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame, that encompasses all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity.
- (2) *Freestanding sign, pole base.* Sign area shall be computed as the area enclosed by the smallest single rectangle that will enclose the sign structure, exclusive of poles.
- (3) *Attached sign, single element.* Sign area shall be computed within a single perimeter composed of squares or rectangles that enclose the sign structure, background panel, or surface, including sign trim and frame.
- (4) *Attached sign, multiple elements.* When signs are constructed of individual elements, such as signs that consist of individual letters or signs have an additional background panel or surface for a logo, the area of all sign elements which together convey a single, complete message, shall be considered as a single sign. Sign area shall be computed by summing the area of each element enclosed by the smallest single rectangle that can be drawn around the complete message of sign copy, background panel or surface, including sign trim or frame.
- (5) *Signs painted directly on walls, awnings, canopies, or other structures.* The area of a sign painted directly on a wall, awning, canopy, marquee, or other structure that has not been distinctively painted, textured, or constructed to serve as a background for the sign copy, shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the commercial message, including all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity. When a sign has been painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame.
- (6) *Window signs.* Sign area shall be computed as the area enclosed by the smallest single rectangle that that can be drawn around the outside dimensions of the sign display, including sign trim or frame.
- (7) *Double-faced signs.* On a sign where two sign faces are back to back and directionally oriented 180 degrees from each other, the sign area shall be computed as the area of one sign face. Where the two faces of a double-faced sign are not equal in size, the larger sign face shall be used in the area computation. Where two sign faces are directionally oriented at an interior angle other than 180 degrees, both sign faces shall be counted toward sign area.

Sec. 26.16. - Adoption of Zoning Regulations

- (a) *Intent.* It is the intent of this section to regulate signs visible from a public right-of-way in a manner that is consistent with the land use classification which establishes the character of the area in which the signs are located and in keeping with the overall character of the community.
- (b) *Adoption of zoning regulations.* The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this

division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

- (d) If no height or size restriction is specifically provided regarding any sign located in the City, the height and size restrictions for a structure in the zone in which the sign is located will govern.
- (e) Any building or land use not conforming to the zoning ordinance provisions for the zone in which it is located, shall, nevertheless, comply with all provisions of this division for the zone in which it is located.
- (f) Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

Sec. 26.17. – Permitted signs and standards by zoning districts.

- (a) The following types of signs are permitted for businesses in the Activity Center (AC), Commercial Corridor-1 (CC-1), Commercial Corridor-2 (CC-2), and Institutional (INS) districts, as follows:

Table 26.17.a - Standards for Signs in the AC, CC-1, CC-2, CG-1, CG-2, INS Districts¹			
Permitted Sign Types	Freestanding Signs	Attached Signs	Projecting Signs
Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs	1 per street frontage, not to exceed a maximum of 2. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.	1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.	1 per business
Maximum Area (per sign)	50 ft ² . When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 100 ft ² may be substituted for two freestanding signs of 50 ft ² but shall be set back at least ten feet from the front property line.	1 ft ² per linear foot of building frontage Not to exceed an aggregate area of 100 ft ²	12 ft ²
Maximum Height	12 feet	Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.	-
Maximum Width	A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.	-	-

¹ Subject to additional standards set forth in Section 26.18.

- (b) The following types of signs are permitted for businesses in the Boutique Hotel/Condo (B/HC), Large Resort (LR), and Resort Facilities Medium (RFM) districts, as follows:

Table 26.17.b - Standards for Signs in the B/HC and LR Districts²			
Permitted Sign Types	Freestanding Signs	Attached Signs	Projecting Signs
Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs	1 per street frontage, not to exceed a maximum of 2, per business frontage. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.	1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.	1 per business
Maximum Area (per sign)	50 ft ² . When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 100 ft ² may be substituted for two freestanding signs of 50 ft ² but shall be set back at least ten feet from the front property line.	1 ft ² per linear foot of building frontage Not to exceed an aggregate area of 100 ft ²	12 ft ²
Maximum Height	12 feet	Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.	
Maximum Width	A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.	-	-

² Subject to additional standards set forth in Section 26.18.

- (c) The following types of signs are permitted for businesses in the Resort Facilities Medium (RFM) District, as follows:

Table 26.17.c - Standards for Signs in the RFM District²			
Permitted Sign Types	Freestanding Signs	Attached Signs	Projecting Signs
Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200	1 per street frontage, not to exceed a maximum of 2, per business frontage. When	1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per	1 per business

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to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs	a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.	business if in a multi-tenant development.	
Maximum Area (per sign)	135 ft ²	1 ft ² per linear foot of building frontage Not to exceed an aggregate area of 100 ft ²	12 ft ²
Maximum Height	20 feet	Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.	
Maximum Width	A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.	-	-

² Subject to additional standards set forth in Section 26.18.

- (d) The following types of signs are permitted for businesses in the Town Center Core (TC-1), Town Center Corey Circle and Coquina West (TC-2), Upham Beach Village (UBV), Residential/Office/Retail (ROR), Bayou Residential (BR), and Community Redevelopment District-Eighth Avenue (CRD-EA) districts, as follows:

Table 26.17.d - Standards for Signs in the TC-1, TC-2, UBV, ROR, and CRD-EA³ Districts⁴			
Permitted Sign Types	Freestanding Signs	Attached Signs	Projecting Signs
Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs	For street frontages along Gulf Blvd, Boca Ciega, Blind Pass, and Pass-a-Grille Way except for 7 th to 9 th Avenues: 1 For all other streets, including Pass-a-Grille Way between 7 th and 9 th Avenues: Not permitted	1 per building frontage per business	1 per business
Maximum Area (per sign)	40 ft ²	1 ft ² per linear foot of building frontage, not to exceed a maximum area of 40 ft ²	12 ft ²
Maximum Height	8 feet	Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof	-

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(Supp. No. 47)

		inclusive of the parapet on flat roofs.	
Maximum Width	A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.	-	-

³ Subject to additional standards set forth in Division 40, as may be amended.

⁴ Subject to additional standards set forth in Section 26.18.

- (e) The following types of signs are permitted depending on property use in the Residential Urban districts (RU-1 and RU-2), Residential Low Medium districts (RLM-1 and RLM-2) districts, Residential Medium (RM) district, and Downtown Core Residential (DCR) district, as follows:

Table 26.17.e - Standards for Signs in the RU-1, RU-2, RLM-1, RLM-2, RM, DCR, and TH Districts⁵			
Permitted Sign Types	Freestanding Signs	Attached Signs	Projecting Signs
Maximum Quantity: 2	For residential uses: 1 subdivision identification sign at the neighborhood entrance. The subdivision identification sign shall be constructed with a monument base. For non-residential uses: 1	1 per non-residential parcel	Not permitted
Maximum Area (per sign)	24 ft ²	8 ft ² or 1 ft ² per linear foot of building frontage, whichever is less	-
Maximum Height	6 feet	Shall not appear above the first floor of the building	-
Maximum Width	A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 compared with its height.	-	-

⁵ Subject to additional standards set forth in Section 26.18.

- (f) Additional restrictions on signage in the Pass-A-Grille Overlay District may be found in Division 20, as may be amended.

Sec. 26.18. - Standards for Specific Sign Types.

In addition to the regulations prescribed by this sign code generally, the following regulations for certain sign types shall apply.

- (a) *Electronic message board signs.* The following conditions and restrictions shall apply to electronic message board signs:
- (1) *Location.* Electronic message board signs are only permitted for nonresidential uses on properties adjacent to Gulf Boulevard from 37th Avenue to 75th Avenue. Electronic message board signs shall only be located in a front yard, and in no case shall be closer than 10 feet from the front yard property line.

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- (2) *Design.* An electronic message board sign shall only be permitted as an integral component of a freestanding sign. The width, depth, and color of the cabinet containing the electronic message board shall be compatible with the design of the primary sign structure.
 - (3) *Size.* An electronic message board sign shall comprise no more than 50 percent of the overall sign area of the freestanding sign and shall not, in any case, exceed 32 square feet in area.
 - (4) *Brightness.* Maximum illumination intensity level for electronic message board signs shall not exceed 0.3 foot candles over ambient light when measured at 50 linear feet from the base of the sign.
 - (4) *Dwell time.* The minimum amount of time that a message or display on an electronic message board sign remains fixed shall be one minute.
 - (5) *Static images and messages.* The image or message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages or images shall not scroll and shall not give any appearance or optical illusion of movement.
 - (6) *Default mechanism.* The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.
 - (7) Electronic message board signs, including LED-type, shall only be permitted as defined above. All other existing nonconforming electronic message board signs shall be subject to the amortization schedule set forth in section 26.6.
- (b) *Waterside identification signs.* For each parcel within the City with a residential complex or licensed commercial establishment(s) that has at least one façade that can only be viewed from a navigable waterway, one (1) waterside identification sign shall be allowed per such façade. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed eight (8) feet in height and shall not exceed 40 square feet in sign area. A waterside identification sign shall not be illuminated. A waterside identification sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
 - (c) *Attached menu display signs.* For each parcel with either (a) a restaurant without drive-thru service, or (b) with a transient lodging facility that has restaurant facilities open to the general public in addition to registered guests, one (1) attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
 - (d) *Drive-thru menu signs.* For each parcel with a licensed commercial establishment that utilizes a drive-thru lane, one (1) drive-thru menu sign shall be allowed for each drive-thru lane. A drive-thru menu sign may be either a free-standing sign or an attached sign and shall not exceed 40 square feet in sign area and ten (10) feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
 - (e) *Sandwich board/A-frame signs.* One (1) sandwich board sign shall be allowed for each licensed commercial establishment. Sandwich board signs shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall not obstruct walkways or fire access, shall have no illumination of any kind, and may be displayed only during the time when the business to which the sign is associated is open to the public. This sandwich board shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

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- (f) *Theater signs.* For each parcel with a theater use, one attached sign shall be allowed. An attached theater sign shall be a wall or marquee sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
 - (g) *Boat or beach concession signs.* Boat or beach concession signs shall only be permitted in the RFM district. Each licensed boat or beach concession rental business operating along the Gulf and on the site of a business having Gulf frontage may be permitted signs as follows:
 - (1) *Permission required.* The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) *Lighted signs.* Lighted signs shall be prohibited.
 - (3) *Sandwich board signs.* Operators may display sandwich board sign at the building frontage adjacent to the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.
 - (i) *Maximum area:* Eight square feet per face.
 - (ii) *Number permitted:* One.
 - (iii) *Maximum height:* Five feet.
 - (iv) *Setbacks:* 40 feet from the visible water line.
 - (4) *Tiki hut or ticket office signs.* Operators may display signs on the tiki huts or ticket offices as follows:
 - (i) *Maximum area:* Eight square feet per face.
 - (ii) *Number permitted:* Three per tiki hut; not more than two on one side.
 - (iii) *Location:* Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (5) *Operators without a tiki hut or ticket office.* Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach, provided such sign is no larger than eight square feet in area per face, five feet in height, located outside of any pedestrian or emergency easement, and is removed from the beach nightly. Signs shall be kept a minimum of 40 feet landward of the visible water line at all times.

Sec 26.19. - Transitional and Emergency Signage

- (a) Notwithstanding any other restriction of this Division, a business' signage that is damaged to less than 50% of its depreciated value, and which is maintained in a safe condition, shall not be considered abandoned during the following circumstances:
 - (1) During a declared local state of emergency, retroactive to the date of the emergency event;
 - (2) Following a local state of emergency, for the length of time it takes to restore the business to occupiable pre-damage condition, provided that such restoration does not constitute a substantial improvement and the property is maintained with an active building permit during this timeframe;

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- (3) For 90 days following the completion of work listed in (2), preceding.
- (b) Notwithstanding any other restriction of this Division, a business may have one banner during the following timeframes and subject to the following conditions:
- (1) One banner may be placed in the same location as a permitted attached sign from the date of permit issuance for the attached sign until the sign is installed, not to exceed 180 days. The banner shall be no larger in square footage than the attached sign which is permitted for the location and shall be fastened to the building to resist movement from wind.
 - (2) In addition to other permitted signage, one banner may be permitted per operational business during the declaration of a local state of emergency. The banner shall be no larger in square footage than the size of an attached sign permitted for the business, and shall be removed within seven days following the end of the local state of emergency. The banner shall be fastened to the building containing the business to resist movement from wind.

Sec. 26.20. - Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.34(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, 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.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.35(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 26.4 of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4
- (d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

DIVISION 26 SIGN ORDINANCE¹

DRAFT: APRIL 2025

Sec. 26.1. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this division are intended to be ~~not intended to censor speech or to regulate viewpoints, but instead are intended to~~ content-neutral and regulate the secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety ~~only the number, form, and placement, not the content, of signs.~~ In order to preserve and enhance 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 is a highly contributive means by which to achieve this desired end.~~ These sign regulations have been prepared with the intent of mitigating the impact signs have on traffic and pedestrian safety, enhancing the visual environment of the city, and promoting its continued well-being. ~~These sign regulations and~~ are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;~~
- (j) 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;
- (k) Categorize signs based upon ~~the function that they serve~~ their structures and tailor the regulation of signs based upon ~~their function~~ those structures;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;

¹Editor's note(s)—Ord. No. 2013-14, § 1(Exh. A), adopted April 23, 2013, amended Div. 26 in its entirety to read as set out herein. Former Div. 26, §§ 26.1—26.40, pertained to similar subject matter and derived from Ord. No. 2011-42, § 1(Exh. A), adopted Jan. 24, 2012; Ord. No. 2012-16, § 1(Exh. A), adopted Sept. 12, 2012.

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- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;
 - (n) 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;
 - (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
 - (p) Prohibit signage that will substantially and negatively impact wildlife;
 - (pg) 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;
 - (qr) 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;
 - (rs) 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;
 - (st) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city, is appropriate in scale to the surrounding buildings and landscape, 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 commercial properties; and
 - (u) Provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and
 - (v) Enable the fair and consistent enforcement of these sign regulations.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.2. - Definitions.

All words used in this division, ~~except where specifically defined herein, shall carry their customary dictionary meanings when not inconsistent with the context in which they are used.~~, ~~except that t~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, ~~except where the context clearly indicates a different meaning:~~

Abandoned or discontinued sign or sign structure means (a) A sign on or appurtenant to a building when that building has not been occupied pertaining to or associated with an event, business, service, or purpose which is no longer ongoing and which has been inactive or out of business for a period of 90 consecutive days or longer; or (b) a sign which contains structural components but no display or sign copy for a period of 90 consecutive days or longer. This term does not include individual panels within a sign for multi-tenant developments unless the multi-tenant development is more than 50 percent vacant, or transitional and emergency signage as referred to in Sec. 26.19.

Advertising means sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, sales event, activity, entertainment, or real or personal property.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs requiring electrical energy or set in motion by movement of the

atmosphere, or made up of external sign elements that revolve or turn. The term "animated sign" does not include signs which display time of day, temperature, or both, and does not include electronic message board signs.

Area of ground supports means the total area of a freestanding sign's structural elements.

Artwork means a two- or three-dimensional representation of a creative idea that is expressed in an artistic form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically ~~but does not in any way convey the name of the~~ identify a business, product, business logo, or a commercial message. It serves as a means of communication, expression, and cultural understanding.

Attached sign means ~~a wall sign, an integral roof sign, marquee sign or a canopy sign~~ any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows, or canopy) which encloses or covers usable space.

Awning means a cloth, plastic, or other nonstructural covering that is permanently attached to a building or other structure, or that can be raised or retracted to a position against the building or other structure when not in use.

Awning sign or canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Banner means any sign or string of one or more signs, usually made of cloth or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including, but not limited to, balloons and pennants. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Billboard means ~~a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.~~

Building frontage. See frontage, building.

Bus stop informational sign means a freestanding or attached noncommercial sign located at a bus stop and providing information as to the route, hours or times of service.

Canopy means a permanent or semi-permanent, on-premise roof-like projection or structure intended to provide shade or shelter.

Canopy sign or awning sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy/message sign means a sign with the capability of content change by means of manual or remote input, including the following types:

- (1) Manually activated. Changeable sign whose message copy can be changed manually on a display surface.
- (2) Electronically activated. Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as

characterized by lamps or other light-emitting devices, or may be from an external light source designed to reflect off of the changeable component display. See also *Electronic message board sign*.

Character means any symbol, mark, logo, or inscription.

Color means any distinct tint, hue or shade including white, black or gray.

Commercial message means 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.

Construction sign means a temporary on-premise sign identifying the ongoing construction activity during the time that a building permit is active and prior to completion of the work for which the permit was issued, containing sign copy is limited to the ongoing construction activity and identifying the contractor and/or any subcontractor engaged to perform construction activity on the site.

Copy means the linguistic or graphic content of a sign.

Designer sign means a sign that is custom made wall or monument-type signs, reviewed by the city manager or his designee, and found to be of a higher creative, artistic and three-dimensional, or sculptural nature than the standard types of signs typically used within the sign industry.

Double-faced sign means a single sign with items of information relating to the same business on both sides of the sign and mounted as a single structure.

Drive-thru menu sign means a sign placed so as to be viewed from a drive-thru lane and which contains only a listing of the products, with prices, offered for sale by the business on which the sign is located and which may provide a mechanism for ordering the products while viewing the sign.

Eave means the lowest horizontal line of a sloping roof.

Election sign means a temporary sign erected or displayed for the purpose of expressing support for or opposition to a candidate or stating a position regarding an issue upon which the voters of the city shall vote.

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled. This shall include but not be limited to changeable words, lines, logos, symbols, or illustrations and shall include all LED type signs regardless of if the sign periodically changes copy.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also includes the painting of wall signs.

Facade means the ~~entire building front~~ exterior wall(s) of a building exposed to public view.

Flag means any fabric, or bunting containing distinct colors, patterns or symbols, used as an ornamental flag or as a symbol of government, political subdivision, corporation or business or other entity. (See also ornamental flag.)

Flagpole means a pole on which to raise a flag. A flagpole is not a freestanding pole sign.

Flashing sign means ~~a sign which permits light to be turned on or off intermittently more frequently than once per minute~~ any illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign. This does not include official warning signs to the motoring public.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Footlambert means the centimeter gram second unit of brightness equal to the brightness of a perfectly diffused surface that radiates or reflects one lumen per square centimeter.

Free expression sign means a sign, not in excess of three square feet in size (area) and the top of the sign is not more than six feet off the ground, communicating information or views on matters of public policy concern or containing any other noncommercial message, that is otherwise lawful.

Freestanding sign, monument or pole means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

Frontage means the length of the property line of a parcel of land which runs parallel with and along a road right-of-way or street, exclusive of alleyways.

Frontage building, or building frontage, means the length of the single face of a building or that portion of building occupied by a single office, business or enterprise, commonly referred to as "store-front", which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway.

Garage or yard sale or garage yard sign means any on-site temporary sign pertaining to the sale of personal property in, at or upon any residentially zoned property located in the city. Garage or yard sales shall include, but not be limited to, all such sales, and shall include the advertising of the holding of any such sale, or the offering to make any sale, whether made under any name such as garage sale, lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, or any similar designation.

Government sign means any temporary or permanent sign erected by or on the order of a public official or quasi-public entity at the federal, state or local government level in the performance of any duty including, but not limited to, noncommercial signs identifying a government building, program or service (including bus or other public transit services), traffic control signs, street name signs, street address signs, warning signs, safety signs, informational signs, traffic or other directional signs, public notices of government events or actions, proposed changes of land use, any proposed rezoning, or any other government speech. This term includes signs erected on government property pursuant to lease, license, concession or similar agreements requiring or authorizing such signs.

Ground level means the level of finished grade of a parcel of land, exclusive of any filling, berming, or mounding, or excavating, solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finished grade of the landward portion of the adjoining parcel.

Grand opening sign means an on-premises temporary sign announcing the opening of a newly licensed business, that does not exceed 16 square feet in sign area and that is not displayed for longer than 30 days after the issuance date of the occupational license for the new business.

Height means vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

Holiday and seasonal decorations mean decorations that pertain to legal or other recognized holidays or to a season of the year.

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. ~~No integral portion of the roof shall extend more than five feet above the structural roof.~~

Lawful message means any message not prohibited by state or federal law.

Lot. See definition of parcel.

Maintenance means the replacing, repairing or repainting of a portion of sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear, weather, or accident.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to a marquee.

Menu display sign means a fully enclosed or otherwise protected from the elements sign structure, including, but not limited to, a box, shadow box or cabinet, attached to a wall or freestanding, which is used solely for the purpose of displaying restaurant menus. A menu display may be used for a restaurant without drive-thru service and for transient lodging facilities which have restaurant facilities open to the general public in addition to the registered guests. Menu display sign structures shall be limited to one per establishment, having a maximum surface area of not more than 12 square feet, and the zoning districts in which they are permitted.

Multi-tenant building/development means a building or development where more than one business may be located, including businesses located above the first floor or otherwise without frontage on a public right-of-way.

Nameplate sign or occupant identification sign means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Noncommercial message means any message, which is not a commercial message.

Noncommercial on-site directional sign means an on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution," "no parking," "one way only," "no trespassing," and the like.

Nonconforming sign means a sign which does not conform with the regulations provided in this division.

Off-premises sign or off-site sign means any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard. This does not include a locally recognized non-profit Chamber of Commerce that promotes its members within the city.

On-premises sign or on-site sign means any sign relating in its subject matter to the commodities, accommodations, service or activities on the premises on which it is located.

Ornamental flag means any fabric or similar material containing patterns, drawings or symbols used for decorative purposes and designed to be flown as a flag.

Parcel means land which has been or which is proposed to be used, developed, or built upon as a unit under single ownership.

Parapet means a false front or wall extension above the roof of a building.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, paper or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

Permanent sign means any sign which, when installed, is intended for permanent use, and is so constructed as to be of lasting and enduring condition (beyond normal wear and tear). For the purposes of this division any sign with an intended use in excess of 12 months from the date of installation shall be deemed a permanent sign. Unless otherwise provided for herein, a sign other than a temporary sign or portable sign shall be deemed a permanent sign.

Predictable event means an event of which the date or dates is or are known at the time the sign is erected. By way of example, predictable events shall include an election, garage sale, grand opening, parade, wedding, garage sales, and others with a definite date.

Portable sign means any sign, banner, or poster that is not permanently attached to the ground or structure, or a sign capable of being transported, including, but not limited to, signs designed to be transported by means of wheels or carried by a person, and signs converted to an A-frame sign or a T-frame sign. For purposes of this division, a cold-air inflatable sign shall be considered to be a portable sign.

Premises means any property owned, leased or controlled by the person actively engaged in business at that location.

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Property means the overall area represented by the outside boundaries of a parcel of land or development containing one or more business establishments and/or residential units.

Real estate sign means a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.

Revolving sign or *rotating sign* means any sign that revolves or rotates an animated sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.

Roof sign means any sign erected and constructed wholly on or over the roof of a building, which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building.

Roofline means the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

Safety sign. See Warning sign.

Sandwich board sign or *A-frame sign* means a portable double-faced, freestanding sign not exceeding 12 square feet in area designed such that it can be displayed during business hours and easily removed at the close of business which is ordinarily in the shape of an "A," or some variation thereof when erected.

Shopping center means a group of five or more independent commercial establishments developed, operated, managed, and/or owned and operated as a planned unit, with off-street parking provided on the property under a single architectural plan. A shopping center may include a building or structure owned in fee simple, condominium, cooperative, leasehold or other ownership.

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in section 6.21 herein.)

Sign means any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of, or identify the purpose of any person or entity or to communicate information of any kind to the public. The term "sign" includes sign structure.

Sign area means the total square foot area of sign surface, including all parts thereof devoted to the background, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto (see illustrative examples in section 26.3, herein). The area of a sign painted directly on a wall or awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign computed as described in section 26.15.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports, or other components attached to or placed around the sign structure.

Snipe sign means any sign tacked, nailed, posted, pasted, glued or otherwise attached to telephone poles, utility poles, or fences, with the message appearing thereon not applicable to the present use of the premises upon which the sign is located.

~~*Statutory sign* means a sign required by any statute of the State of Florida or the United States.~~

Street means a public right-of-way intended for the use of vehicular and pedestrian traffic.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Subdivision monument identification sign means a monument sign which contains only the name of a platted subdivision or other residential development.

Temporary sign means a sign intended for a use not permanent in nature and shall include a sign formerly or commonly associated with a temporary use or structure, or a sign related to an event or occurrence at a future time, which shall be further defined by whether the event to which it pertains is predictable or unpredictable. ~~For the purposes of this division, a sign with an intended use of one year or less shall be deemed a temporary sign.~~

~~*Time and temperature sign* means a sign which displays the current time and temperature at intervals no more frequently than once per minute and which contains no other messages. Time and temperature signs are regulated within the zoning districts in which they are allowed.~~

Traffic control device sign means any sign 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).

Unpredictable event means an event of which the date or dates is or are not known at the time the sign is erected. By way of example, unpredictable events may mean for rent or for sale periods, construction projects, and others without a definite date of ending.

~~*Vehicle sign* means a sign attached to or placed on a vehicle, including, but not limited to, automobiles, trucks, boats, campers, and trailers, and that is located on public or private property, and is intended to can be viewed from a right-of-way for the purpose of providing advertisement of products or services, or directing people to a business or activity. This includes signs attached to the following vehicles: On- or off-site inoperable vehicles, junk or abandoned vehicles as defined in section 98-67 of the Code of Ordinances, vehicles that have not been driven or moved in 72 hours, or a vehicle with signage attached to it that renders the vehicle not safely drivable. This definition excludes those signs that identify a business organization or its principal services and contact information on a vehicle during that period of time such vehicle is regularly and customarily used to traverse the public street during the normal course of business.~~

Visibility triangle. See Sight visibility triangle.

~~*Wall sign* means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane with the plane of the building facade or wall, which is used for advertising.~~

Warning sign or safety sign means a sign which only 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, etc.) or that only provides warning of a violation of law ~~(e.g., no trespassing, no hunting allowed, etc.)~~ or prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity on the property on which the sign is posted.

Waterside identification sign means a sign identifying a residential complex, single business property or shopping center and which can be only be viewed from the waters of the Gulf of Mexico, Boca Ciega Bay, the intracoastal waterway or any other navigable waterway.

Wayfinding/Directional sign means a sign, which may or may not be a governmental/statutory sign, that shows route designations, destinations, directions, distances, services, points of interest, or other geographical, recreational, or cultural information for the aid of the traveling public, for facilitating a safe and orderly traffic flow and preventing sudden stops.

Window sign means any sign painted on or mounted in any fashion on the interior or exterior of the surface of a window.

Wind sign means a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include pennants, ribbons, spinners, streamers or captive balloons to express a commercial message; however, the term "wind sign" shall not include flags.

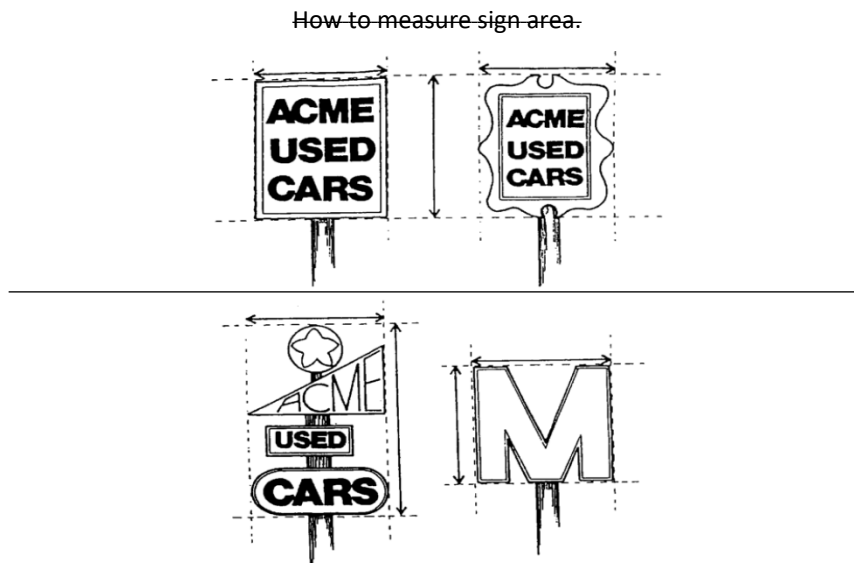
Window or door sign means any sign visible from the exterior of a building or structure which is painted on, attached, glued, or otherwise affixed in any fashion on the interior or exterior of the surface of a window or door.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 2, 1-10-17; Ord. No. 2017-17, § 2, 11-14-17)

Cross reference(s)—Definitions, § 2.1.

Sec. 26.3. Illustrations of type of signs and methods of measurement.

The following diagrams illustrate the types of signs and methods of measurement:



(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.63. - ExemptionsApplicability.

- (a) Applicability. This division applies to any sign, permanent or temporary, displayed or erected which is visible and legible from a right-of-way.
- (b) Relationship to other codes. All signs shall comply with applicable building, electrical, and maintenance codes as adopted by the city. In the event any provisions of this division are in conflict with other applicable requirements, the more restrictive requirements shall apply.
- (c) This division does not pertain to regulate the following:
 - (a1) A sign, ~~other than a window sign~~, located entirely inside the premises of a building or enclosed space, and that is not visible from the right-of-way, or public parking lot, or property outside of the zoning lot.
 - (b2) A government statutory sign.
 - (c3) Historic markers for local, state, or nationally ~~locally~~ designated historic resources.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.94. ~~Substitution of noncommercial speech for commercial speech~~ No content restrictions.

Notwithstanding anything contained in this Division or Code to the contrary, any sign erected pursuant to the provisions of this Division or Code may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the size, height, setback, other dimensional criteria, and dwell time criteria for electronic changeable message signs contained in this Division and Code have been satisfied.

- (a) ~~Notwithstanding anything in this division or Code to the contrary, n~~No sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.
- (b) It is the intent of the City Commission that protection of First Amendment rights shall be afforded such that any sign, display, or device allowed under this division may contain, in lieu of any other copy, any otherwise lawful message unrelated to the business located on the premises where the sign is erected. The message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial or commercial message to another, as frequently as desired by the owner of the sign, provided that the applicable size, height, setback, lighting, design, other applicable requirements, and dwell time criteria for electronic changeable message signs contained in this division and Code have been satisfied.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.115. - Sign permit required.

- (a) Generally.
 - (a1) Allowed temporary and allowed permanent signs of the type described in section 26.2513., shall be exempt from sign permitting hereunder.

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- (b2) No sign permit shall be issued for the erection of a prohibited sign.
- (3) Signs subject to this division shall be designed, constructed, and maintained in compliance with the City's building, electrical, maintenance, and all other applicable codes and ordinances and in compliance with all applicable state and federal law, codes and regulations.
- (e4) Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city. Where electrical permits are required, they shall be obtained at the same time as the sign permit. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.
- (e5) A sign lawfully erected under permit may be repainted or have ordinary and customary non-structural repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if repair work causes such sign is to be structurally altered ~~or repaired,~~ relocated, or enlarged in any manner, a new sign permit shall be required and the altered ~~or repaired~~ sign must meet all requirements of this division and this Code. Nonconforming signs that have been substantially damaged, deteriorated beyond 50~~25~~ percent of the assessed value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed in accordance with section 26.6.
- (b) Fees. Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.
- (c) Permit Application. A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law. ~~The applicant shall furnish the following information on or with the sign permit application form:~~
- (1) The legal description of the real property where the sign is proposed to be located.
 - (2) The zoning district for the real property on which the sign(s) will be located.
 - (3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.
 - (4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (5) The name, mailing address and telephone number of the sign contractor.
 - (6) Type of proposed sign(s) (e.g., attached wall sign, freestanding monument sign).
 - (7) Detailed scaled drawings to show the dimensions, design, structure, and location of each particular sign (when depicting the design of the sign it is not necessary to show the content of the sign as the sign reviewer is prohibited from taking this factor into consideration).
 - (8) Computations of the maximum total sign area, the maximum area for individual signs, and the height of each of the proposed signs.
 - (9) The setbacks for the proposed sign(s).

(10) The cost of the proposed sign(s).

(11) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.

(12) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.

An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law.

(d) Nullification. A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six months after the date of the permit. If the sign is an integral part of a new building structure, then the permit shall be valid until completion of the building.

(e) Revocation. If the city manager and/or their designee finds that any sign has been erected, altered or maintained in violation of this division, Florida Building Code, or any other ordinance of the city, or 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 city shall notify the owner of record of the property upon which such sign is located shall be notified by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. If the permit holder fails or refuses to make corrections within ten days, or a shorter period when emergency conditions exist pursuant to 98-75, it shall be the duty of the building official, or designee, to revoke such permit and provide written notice of same to such permit holder. It shall be unlawful for any person to proceed with any work under the permit after such notice is issued. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.

(f) Appeals. Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal on or before 30 days from the day of the administrative decision in accordance with Section 3.14 of the Land Development Code.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.7. Building permits.

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 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 division.

Sec. 26.56. - Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained: (a) until the nonconforming sign is substantially damaged or destroyed, or (b) until the real property on which the sign is located is redeveloped, whichever of the foregoing occurs first. At such time the sign is substantially damaged or destroyed

or at such time the real property is redeveloped, the nonconforming sign must either (a) be removed or (b) be brought into conformity with this division and with any other applicable law or regulation. For the purpose of this section, the term "redevelopment" shall mean a substantial improvement of the principal structure on the real property.

All signs that lawfully existed at the time of the enactment of this division and that do not conform to the provisions of this division, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, shall be regarded as nonconforming signs.

- (a) Except as provided in this section, no nonconforming sign shall be moved, reconstructed, extended, enlarged, or structurally altered, unless changed to conform with this division.
- (b) Nonconforming signs may continue to be maintained, repaired, or the message of the sign may be changed provided that maintenance, repair, or changing the copy does not require structural alterations.
- (c) Removal of a nonconforming sign, or replacement of a nonconforming sign with a sign conforming to this division, is required when:
 - (1) The nonconforming sign is substantially damaged, destroyed, or deteriorated to such extent that the cost of repair or restoration would equal or exceed 25-50 percent of the replacement cost of the sign; or
 - (2) A building or site on which the nonconforming sign is located is improved, repaired, rehabilitated, altered, or redeveloped at a cost which equals or exceeds 50 percent of the market value of the existing building or structure before the improvement or repair is started.
- (d) In addition to the above, all legally erected nonconforming electronic message board signs, including all LED-type signs, must be made to conform to the applicable provisions of this division by January 1, 2027.
- (e) Signs that exist on the effective date of this division that were not in conformance with previous regulations are illegal signs and shall conform with this division or be removed within ninety (90) calendar days of the effective date of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 3, 1-10-17)

Sec 26.7. - Variances.

- (a) Requests for variances from any provisions of this division, unless stated otherwise, shall be processed and authorized pursuant to section 3.12 general variances of the Land Development Code.
- (b) Variances from the terms of these regulations may not be contrary to the public interest. Variances may be granted where, owing to special conditions, the literal enforcement of the provisions would result in unnecessary hardship, not to include economic hardship. However, no variance shall be granted unless the criteria of section 3.12 are met. In addition to these usual criteria for variances to the provisions of this article, any additional signage allowed pursuant to variances shall be conditioned in such a way that, taking into consideration existing allowable signage in the area, the additional signage does not exacerbate visual clutter, driver distraction or traffic safety in the area.

Sec. 26.148. - Inspection and Maintenance of signs.

- (a) Inspection. Signs for which a permit is required under this division may be inspected periodically by the building official, or designee, for compliance with this division, other codes of the City, and all terms upon which the sign permit may have been conditioned.

(b) Maintenance of signs.

- (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and present a neat and clean appearance according to the following:
 - a. Signs with illumination that have become flashing signs shall be repaired, renovated, or corrected to the original permitted function and order. If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
 - d. Every sign shall be able to withstand the wind pressure for which it was originally designed.
 - e. If a sign is a freestanding sign, the area around the base of the sign shall be landscaped, maintained, and kept free of weeds, overgrowth, debris, trash, litter, and any other unsightly conditions or nuisances as defined by chapter 98, article 3 property maintenance of the Code of Ordinances.
- (2) The maintenance of signs shall be in keeping with the intent of chapter 98, article 3, section 98-66(d) to ensure the public health, safety and welfare is maintained. The owner and/or leaseholder shall be responsible for maintaining the signs concerned in good operating conditions and appearance and shall be responsible for maintaining the area immediately surrounding the sign. Failure to comply with chapter 98, article 3 shall constitute cause for revocation of the sign permit and removal of the sign, if the owner and/or leaseholder fail to correct same within two-ten days after written notice of violation for non-emergency deterioration or damage, or two days after written notice of violation when the city manager or designee has identified the situation as an emergency.
- (2) ~~Nonconforming signs may suffer only ordinary and customary repairs and maintenance. As provided in section 26.11, a lawfully erected nonconforming sign shall not be structurally altered except in full conformance with this division.~~

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.15. Appeals.

- (a) ~~Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal in accordance with Section 3.14 of the Land Development Code.~~

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.169. - Enforcing official.

The city manager, or designee, shall be the enforcing official of this division. The enforcing official is charged with the duty of administering this division and securing compliance therewith. Further, the enforcing official shall make such inspection as may be necessary to ensure compliance with this division and shall initiate appropriate action, if any, to enforce the provisions of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.17. — Failure to comply.

If the city manager finds that any sign has been erected, altered or maintained in violation of this division, the city shall notify the owner of record of the property upon which such sign is located by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.180. - Violations and penalties.

- (a) The acts enumerated in this section shall be a violation of this division and shall be subject to the enforcement remedies and penalties provided by this division, by other city codes, and by state law. Such remedies may be pursued simultaneously.
- (b) It shall be a violation to:
 - (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
 - (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
 - (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
 - (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
 - (5) Continue any such violation.
- (c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.
- (d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:
 - (1) Issuing a stop work order for any and all work on any signs on the same site.
 - (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
 - (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.
- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of chapter 1, St. Pete Beach Code of Ordinances.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.19. Adoption of zoning regulations.

The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.11. - General sign requirements

- (a) All new signs shall comply with all applicable Florida Building Code requirements, design requirements, and other applicable requirements.
- (b) Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Placement shall not interfere with natural or artificial drainage or surface or underground water.
- (c) No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress, nor shall it obstruct or interfere with roof access or any opening required for ventilation.
- (d) No sign, portable or otherwise, is to be placed or located to conflict with the intersection visibility requirements of section 6.21 of this Land Development Code.
- (e) All signs shall be installed and constructed in a professional and workmanlike manner and shall be maintained in good and safe structural condition and good physical appearance. All exposed structural components shall be painted, coated, or made of rust or wood rot inhibitive material.
- (f) Signs on public lands. Signs shall not be located on publicly owned land or easements or inside street rights-of-way except signs required or erected by permission of the authorized governmental agency. Such prohibited signs shall include, but not be limited to, handbills, posters, advertisements, or notices that are attached in any way upon lampposts, telephone poles, utility poles, bridges and sidewalks. All signs shall be moved by the owner of the sign at no expense to the applicable governmental jurisdiction when the signs are within any public property including existing rights-of-way. Nothing shall prohibit a duly authorized public official from removing a sign from public property.
- (g) Official signs and notices. Nothing in this division shall be construed to prevent or limit the display of legal notices, warnings, informational, direction, traffic, or other such signs which are legally required or necessary for the essential functions of government agencies.

Section 26.12. - Sign standards in all districts.

All permitted signs shall be subject to the below design requirements:

- (a) All permanent signs shall be compatible with the building(s) to which they relate and with the surrounding neighborhood.
- (b) The placement and location of signs shall not cover or obscure architectural features, finishes, doors, windows, or other elements of the building to which they relate unless designed to be an integral part of that element.
- (c) Freestanding signs.

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- (1) All newly-constructed or substantially-improved freestanding signs of ten (10) feet in height or less shall be monument signs, unless a variance is granted to allow for a freestanding pole sign pursuant to Section 26.7. any combination of landscaping of sufficient density and maturity at the time of planting may be used to achieve the same opacity as would have been achieved with the monument base. When a variance is granted to permit a freestanding pole sign, a landscaped area of four feet in depth or the depth of the pole sign's cabinet, whichever is greater, and equal or greater to the width of the pole sign's cabinet, shall be installed beneath the sign. The landscaped area shall be planted and maintained for the life of the sign with groundcover and/or shrubs to provide reasonably complete coverage of the area within one growing season.
 - (2) The materials, finishes and colors of the base of freestanding signs, including monument and-pole base sign, shall match the architectural design of the building on the same site.
 - (3) All freestanding signs shall be placed in a landscaped setting appropriate to the size and scale of the sign.
 - (4) Tenant panels in freestanding signs for a multi-tenant development or shopping center, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method.
 - (5) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.
 - (6) A freestanding sign shall not exceed 35 feet in height, ~~or or~~ 135 square feet in sign area, -in any district and shall not exceed six (6) feet in height for any property in the Pass-a-Grille Overlay district. No variance to this regulation may be granted and no variance application to this requirement shall be accepted.
 - (7) A freestanding sign shall not exceed 200 square feet in sign structure area, inclusive of the above-ground visible support structure base, architectural features, and sign area, or 200% of the permitted freestanding sign area in total sign structure area, whichever is less.
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- (d) Window signs. One or more window signs may be displayed where attached signs are permitted ~~and shall count towards the maximum allowable attached sign area.~~ Permanent window signs shall not cover more than 50% of any contiguous window surface between frames, exclusive of grilles and muntin, and shall comply with all fire safety codes.
 - (e) Projecting signs. Projecting signs shall have a minimum ground clearance of eight (8) feet and shall not project within two (2) feet of any curb.
 - (e) Illuminated signs.

 - (1) Illuminated signs, in addition to conforming to all other requirements of this division, shall be shielded in such a manner so that no direct source of light is cast into residential properties or into a public street or right-of-way.
 - (2) No sign shall have animated, blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction.
 - (3) Illuminated signs shall not interfere with pedestrian or motorist vision. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices. Similarly, no electronic changeable message sign shall be permitted if it may be confused with, construed as, or interfere with traffic control devices.

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- (4) The illumination shall not be reflective or phosphorescent and shall be placed in a manner that will not create a nuisance to other premises or ~~interfere with vehicular movements~~ create a traffic hazard to operators of motor vehicles on public thoroughfares.
 - (5) Externally illuminated signs are preferable to internally illuminated signs. Externally illuminated signs are permitted only with steady, stationary, and shielded lighting directed solely onto the sign from either above or below.
 - (6) Internally illuminated signs or portions of a sign that are internally illuminated shall not be larger than 50 square feet in area.
 - (7) Internally illuminated signs shall be expressly prohibited in the following areas:
 - a. Within 50 feet of a property with a single-family use or zoned for a single-family use;
 - b. Building facades or property frontage adjacent to Corey Avenue in the TC-1 or TC-2 district;
 - b. BR district;
 - c. Traditional hotel district;
 - d. UBV district; and
 - e. Pass-a-Grille Overlay district.

Sec. 26.2513. - All districts Exempt Signs.

~~The regulations in this division apply in every zoning district in the city, except where otherwise specified or indicated. Sign permits are not required for signs and sign types described and identified in this section, below. The following sign types are exempt from the permitting process and are exempt from other provisions of this division, but are not exempt from the requirements imposed by this subsection or from applicable requirements of this division relating to construction, illumination, placement, safety, and nonconformity, and are not exempt from other regulations related to public health, safety and welfare.~~

- (a) ~~Street address signs.~~ For each parcel within the city, one attached street address sign ~~may~~ shall be displayed for each ~~public street~~ building façade facing the primary street or waterfront. ~~For parcels in residential use, the street address sign shall not exceed two square feet in sign area. For each parcel in nonresidential use, the street address sign shall not exceed six square feet in sign area. The address numbers shall be at least three inches in height if the dwelling or business establishment is located 50 feet or less from the curb or improved right-of-way, at least five inches in height if the dwelling or business establishment is located more than 50 feet from the curb or improved right-of-way, in Arabic numbers, and of contrasting color to background. For any site or parcels subject to a common plan of development on which one or more signs requiring a permit are proposed to be erected, the location, height, and area of street address signs shall be included in sign plan. Address numbers are subject to National Fire Protection Association (NFPA) code, as amended. One additional street address sign may also be located on the monument sign or other sign at the entrance of the development.~~
- (h**b**) ~~Artwork.~~ Artwork is allowed in all districts, provided it does not contain a commercial message. The portion of the artwork containing a commercial message shall be part of the computation of the allowable sign area, as described in section 26.15.
- (u) ~~Bus stop informational signs.~~ Bus stop informational signs up to three square feet in area.
- (m) ~~Construction signs.~~ One construction sign shall be allowed on each parcel within the city. Construction signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties.

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- (jc) *Flags.* There shall be a maximum of one flagpole and three flags permitted for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height. The maximum size of such flags shall be as follows: The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the flagpole, or in the absence of a flagpole, 20 percent of the distance from the top of the flag or insignia to the ground. Flags containing a commercial message shall be part of the computation of the allowable area for freestanding signs.
- (d) *Government signs.* Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail.
- (le) *Machinery and equipment signs.* Machinery and equipment signs shall be allowed in all districts.
- (bf) *Nameplate signs or occupant identification signs.* For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any nonresidential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.
- (eg) ~~Noncommercial-onsite~~ *Onsite directional signs.* ~~Noncommercial-onsite~~ *Onsite* directional signs, not exceeding four square feet in sign-area, shall be allowed on each parcel within the city per sign face.
- (dh) ~~Noncommercial-*o*Onsite~~ *parking space signs.* ~~Noncommercial-*o*Onsite~~ parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
- (ei) ~~Noncommercial-*o*Onsite~~ *marina slip number signs.* ~~Noncommercial-*o*Onsite~~ marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
- (n) ~~Real estate signs.~~ For each parcel within the city, one real estate sign may be displayed on each parcel of land or part thereof that is for sale, lease, or rent; however, when more than one dwelling unit or nonresidential space on a parcel of land is for sale, lease, or rent, there may be one real estate sign for each such unit or space. In addition, waterfront lots may display one additional real estate sign within the required waterfront yard. Real estate signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties. The real estate sign shall be removed immediately upon the sale, lease or rent of the real estate that was offered for sale, lease, or rent.
- (kj) *Warning signs and safety signs.* Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- (k) *Special event sign.* A special event sign may be allowed subject to the conditions of the associated special event permit or City sponsorship conditions, along with any restrictions placed specifically on special event signage within this division. All other restrictions of this division, not specific to special event signs, shall not be applicable.
- ~~(l) *Temporary window signs.* Temporary window signs shall be allowed on parcels being used for multifamily residential, office, commercial, and public/semipublic uses. The maximum area of such signs in areas classified as office, commercial, and public/semipublic shall not exceed 25 50 percent of windowpane area or 100 square feet, whichever is less. In multifamily residential areas, the area of temporary window signs shall not exceed 25 square feet. If the use displaying such temporary window sign(s) is also displaying permanent window sign(s), as authorized in Sec. 26.12, then the total area of~~

~~the window covered by a combination of all window signs shall not exceed 65% of the windowpane area. Temporary window signs that are illuminated shall be part of the computation of the allowable area for attached signs.=~~

~~(e)m) Temporary signs.~~ One temporary sign per property, not exceeding three square feet in area on residential property, and 126 square feet in area on nonresidential property, shall be allowed. Additionally, ~~an unlimited~~ number of temporary signs ~~equal to the number of items on the election ballot~~ shall be allowed on both residential and nonresidential property from thirty days prior to an election held in the city to two days following an election held in the city, provided all other restrictions of this sign type are met. A temporary sign for a non-election predictable event shall be posted no more than seven days prior to the event and removed no more than two days following the event. A temporary sign for a non-election unpredictable event shall be removed no more than two days following the event. This regulation does not pertain to a temporary sign otherwise regulated by a special event permit. Signs may be freestanding or attached wall signs and shall not be of a type prohibited in section 26.5. Temporary signs are further regulated by type as follows:

- ~~(1) Freestanding temporary signs.~~ If freestanding, signs shall not exceed three feet in height on residential property and six feet in height on nonresidential property, shall be located outside of the visibility triangle required by section 6.21 of this Code, shall be located outside of any required pedestrian access, public safety access, or parking access or space, and shall be located a minimum of three feet from the sidewalk or curb line on private property.
- ~~(2) Attached temporary signs.~~ If attached, signs shall be erected as permitted for a wall sign and shall not exceed in height the eave or parapet line of the building.

~~(f) Free expression signs.~~ For each parcel within the city and for each residential unit within a multifamily residence, one free expression sign not exceeding three square feet in sign area may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign; if displayed as a freestanding sign, the free-standing sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this Code and is permitted in any zoning district. Only one such sign shall be permitted on each such parcel or each residential unit. The sign must be located within six feet of a building located on the lot or parcel; or if there is no building on the lot or parcel, the sign must be located at least 15 feet from any street.

~~(g) Election signs.~~ For each lot within the city one election sign for each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in nonresidential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, ten feet from the edge of pavement. Election signs are prohibited on public property and public right-of-way. An election sign shall be removed within seven ~~(7)~~ calendar days following the election to which it pertains.

For this section, the term lot means: the least fractional part of subdivided lands having limited fixed boundaries and an assigned number, letter, legal description or other name through which it may be identified

~~(o) Temporary garage-yard sale signs.~~ For each parcel with a lawful residential use, one temporary garage-yard sale sign may be displayed. A temporary garage-yard sale sign shall not exceed four square feet in sign area. A temporary garage-yard sale sign may not be displayed for a period longer than two days during any calendar month and shall be removed upon the conclusion of the sale.

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- (p) ~~Temporary grand opening signs.~~ For each new business or business name change, one temporary grand opening sign shall be permitted for 30 days after the issuance of an occupational license for the new business or the business name change. A temporary grand opening sign shall not exceed 12 16 square feet in sign area. A temporary grand opening sign may be a temporary covering, such as a toaster cover, sign boot, or sign sock, which covers an existing permitted attached or freestanding sign.
 - (q) ~~Temporary seasonal signage.~~ During the period November 15 until January 7 each year, each business holding a valid business tax receipt shall be allowed to display one additional sign of the types allowed for the applicable zoning district, excluding freestanding pole or monument signs. Such sign shall not require a permit, but must conform to the dimensional requirements of the code.
 - (r) ~~Window signs.~~ For each parcel within the city, one or more window signs may be displayed. On parcels that are in residential use, the window sign(s) shall not exceed an aggregate of three square feet in sign area. On parcels that are in nonresidential use, the window sign(s) shall not be restricted from the date of adoption of this ordinance until December 31, 2012; following which such signage shall not exceed an aggregate of more than 50 percent of any window surface.
 - (s) ~~Temporary holiday and seasonal decorations.~~ Temporary holiday and seasonal decorations shall be allowed in all districts.
 - (t) ~~Temporary valet parking station signs.~~ One temporary valet parking station sign no more than four square feet in sign area shall be allowed on each parcel. The temporary valet parking station sign shall only be visible during hours that the valet is operating.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 5, 1-10-17)

Sec. 26.4-14. - Prohibited signs.

The following signs and sign types are prohibited within the city limits and shall not be erected. Any lawfully existing permanent sign or sign type which is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of section 26.5.

- (a) ~~Billboards; off-site signs.~~
- (~~a~~b) Revolving signs; rotating signs.
- (~~b~~e) Flashing signs ~~or~~, animated signs, multi-prism signs and beacon lights, except when required by the Federal Aviation Administration or other government agency.
- (~~c~~d) Banners, except those used to advertise approved special events, ~~approved with a special event permit those installed for 30 days after the issuance of a business' tax receipt for a new business, or when used during transitional or emergency events as regulated in Section 26.19.~~ For special events, the banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event. For new businesses, the size of the banner may not exceed the allowance otherwise permitted for attached signage, shall be attached to the building or face of an existing freestanding sign, and shall be secured to resist movement from wind.
- (d) Pennants, streamers, and all other fluttering, spinning, or similar type signs and advertising devices.
- (e) Wind signs.
- (f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.
- (g) Roof signs, other than integral roof signs in nonresidential zoning districts.
- (h) Abandoned and discontinued signs, except as temporarily permitted in Section 26.19.

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- (i) Snipe signs.
 - (j) Bus bench advertising signs; bus shelter advertising signs.
 - (k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter, or project three-dimensional images, holographic images or pyrotechnics, with the exception that signs emitting audible sound erected to accomplish compliance with the Americans with Disabilities Act shall be authorized.
 - (l) Signs that have unshielded illuminating devices, other than electronic changeable message sign displays permitted in accordance with this division.
 - (m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.
 - ~~(n) Any attached sign that exceeds 100 square feet in area.~~
 - ~~(o) Any freestanding sign that is higher than 35 feet.~~
 - ~~(p) Any freestanding sign that exceeds 135 square feet in sign area.~~
 - ~~(qn) Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.~~
 - ~~(ro) Any sign in or over the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs except government signs or as otherwise provided by this division.~~
 - ~~(sp) Any sign attached to or painted on a seawall or, pier, dock, or tie pole, other than a government sign, warning sign or safety sign, or signs otherwise required by local, state or federal law.~~
 - ~~(tg) Signs in or upon any river, bay, lake, or other body of water within the limits of the City, other than government signs, warning or safety signs or signs otherwise required by local, state or federal law. The City Manager or designee is authorized to remove and dispose of any temporary sign placed within the City right-of-way in violation of this ordinance.~~
 - ~~(ur) 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 limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.~~
 - ~~(vs) Any sign nailed, fastened or, affixed to, hanging from, or painted on any tree or other vegetation, or part thereof (living or dead).~~
 - ~~(wt) Any sign prohibited by state or federal law.~~
 - ~~(xu) Vehicle signs, as defined by this division, and portable trailer signs.~~
 - ~~(yv) Any sign located on real property without the permission of the property owner.~~
 - ~~(y) Beacons, except as required by federal or state law.~~

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.15. - Methods of Measurement

- (a) Setbacks. Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign.
- (b) Height. Height for freestanding signs in all zoning districts shall be computed as the distance from the base of the sign structure at ground level to the highest point of the sign structure. In cases where the ground level, as defined in this section, cannot reasonably be determined, sign height shall be derived

on the assumption that the elevation of the ground at the base of the sign is equal to the average elevation at the front property line of the zoning lot.

(c) Area.

- (1) Freestanding sign, monument base. Sign area shall be computed as the extreme outer dimensions of the freestanding structure, excluding the support structure base and architectural features. When sign copy has been attached or painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame, that encompasses all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity.
- (2) Freestanding sign, pole base. Sign area shall be computed as the area enclosed by the smallest single rectangle that will enclose the sign structure, exclusive of poles.
- (3) Attached sign, single element. Sign area shall be computed within a single perimeter composed of squares or rectangles that enclose the sign structure, background panel, or surface, including sign trim and frame.
- (4) Attached sign, multiple elements. When signs are constructed of individual elements, such as signs that consist of individual letters or signs have an additional background panel or surface for a logo, the area of all sign elements which together convey a single, complete message, shall be considered as a single sign. Sign area shall be computed by summing the area of each element enclosed by the smallest single rectangle that can be drawn around the complete message of sign copy, background panel or surface, including sign trim or frame.
- (5) Signs painted directly on walls, awnings, canopies, or other structures. The area of a sign painted directly on a wall, awning, canopy, marquee, or other structure that has not been distinctively painted, textured, or constructed to serve as a background for the sign copy, shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the commercial message, including all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity. When a sign has been painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame.
- (6) Window signs. Sign area shall be computed as the area enclosed by the smallest single rectangle that that can be drawn around the outside dimensions of the sign display, including sign trim or frame.
- (7) Double-faced signs. On a sign where two sign faces are back to back and directionally oriented 180 degrees from each other, the sign area shall be computed as the area of one sign face. Where the two faces of a double-faced sign are not equal in size, the larger sign face shall be used in the area computation. Where two sign faces are directionally oriented at an interior angle other than 180 degrees, both sign faces shall be counted toward sign area.

Sec. 26.16. - Adoption of Zoning Regulations

- (a) Intent. It is the intent of this section to regulate signs visible from a public right-of-way in a manner that is consistent with the land use classification which establishes the character of the area in which the signs are located and in keeping with the overall character of the community.
- (b) Adoption of zoning regulations. The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.
- (d) If no height or size restriction is specifically provided regarding any sign located in the City, the height and size restrictions for a structure in the zone in which the sign is located will govern.
- (e) Any building or land use not conforming to the zoning ordinance provisions for the zone in which it is located, shall, nevertheless, comply with all provisions of this division for the zone in which it is located.
- (f) Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

Sec. 26.17. – Permitted signs and standards by zoning districts.

- (a) The following types of signs are permitted for businesses in the Activity Center (AC), ~~Bayou Residential (BR)~~, Commercial Corridor-1 (CC-1), Commercial Corridor-2 (CC-2), and Institutional (INS) districts, as follows:

<u>Table 26.17.a - Standards for Signs in the AC, BR, CC-1, CC-2, CG-1, CG-2, INS Districts¹</u>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs	<u>1 per street frontage, not to exceed a maximum of 2.</u> <u>When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>560 60 ft². When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 1020 ft² may be substituted for two freestanding signs of 560 60 ft² but shall be set back at least ten feet from the front property line.</u>	<u>1 ft² per linear foot of building frontage</u> <u>Not to exceed an aggregate area of 100 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>15-12 12 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard</u>	<u>=</u>

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		<u>roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	
Maximum Width	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	=	=

¹ Subject to additional standards set forth in Section 26.18.

(b) The following types of signs are permitted for businesses in the Boutique Hotel/Condo (B/HC) and, Large Resort (LR), and Resort Facilities Medium (RFM) districts, as follows:

<i>Table 26.17.b - Standards for Signs in the B/HC and, LR, and RFM Districts²</i>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> <u>businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>1 per street frontage, not to exceed a maximum of 2, per business frontage. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>560 ft². When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 120 100 ft² may be substituted for two freestanding signs of 60 50 ft² but shall be set back at least ten feet from the front property line.</u>	<u>1 ft² per linear foot of building frontage</u> <u>Not to exceed an aggregate area of 10070 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>125 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	=	=

² Subject to additional standards set forth in Section 26.18.

(c) The following types of signs are permitted for businesses in the Resort Facilities Medium (RFM) District, as follows:

<u>Table 26.17.c - Standards for Signs in the RFM District²</u>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> <u>businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>1 per street frontage, not to exceed a maximum of 2, per business frontage. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>135 ft²</u>	<u>1 ft² per linear foot of building frontage</u> <u>Not to exceed an aggregate area of 100 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>20 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

² Subject to additional standards set forth in Section 26.18.

(ed) The following types of signs are permitted for businesses in the Town Center Core (TC-1), Town Center Corey Circle and Coquina West (TC-2), Upham Beach Village (UBV), Residential/Office/Retail (ROR), Bayou Residential (BR), and Community Redevelopment District-Eighth Avenue (CRD-EA) districts, as follows:

<u>Table 26.17.de - Standards for Signs in the TC-1, TC-2, UBV, ROR, and CRD-EA³ Districts⁴</u>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> <u>businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of</u>	<u>For street frontages along Gulf Blvd, Boca Ciega, Blind Pass, and Pass-a-Grille Way except for 7th to 9th Avenues: 1</u> <u>For all other streets, including Pass-a-Grille Way between 7th and 9th Avenues: Not permitted</u>	<u>1 per building frontage per business</u>	<u>1 per business</u>

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<u>frontage may choose up to 4 signs</u>			
<u>Maximum Area (per sign)</u>	<u>40 ft²</u>	<u>1 ft² per linear foot of building frontage, not to exceed a maximum area of 40 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>810 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	<u>=</u>
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

³ Subject to additional standards set forth in Division 40, as may be amended.

⁴ Subject to additional standards set forth in Section 26.18.

(~~ed~~) The following types of signs are permitted depending on property use in the Residential Urban districts (RU-1 and RU-2), Residential Low Medium districts (RLM-1 and RLM-2) districts, Residential Medium (RM) district, and Downtown Core Residential (DCR) district, as follows:

<u>Table 26.17.ed - Standards for Signs in the RU-1, RU-2, RLM-1, RLM-2, RM, DCR, and TH Districts⁵</u>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity: 2</u>	<u>For residential uses: 1 subdivision identification sign at the neighborhood entrance. The subdivision identification sign shall be constructed with a monument base.</u> <u>For non-residential uses: 1</u>	<u>1 per non-residential parcel</u>	<u>Not permitted</u>
<u>Maximum Area (per sign)</u>	<u>24 ft²</u>	<u>8 ft² or 1 ft² per linear foot of building frontage, whichever is less</u>	<u>=</u>
<u>Maximum Height</u>	<u>6 feet</u>	<u>Shall not appear above the first floor of the building</u>	<u>=</u>
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 compared with its height.</u>	<u>=</u>	<u>=</u>

⁵ Subject to additional standards set forth in Section 26.18.

(~~ef~~) Additional restrictions on signage in the Pass-A-Grille Overlay District may be found in Division 20, as may be amended.

Sec. 26.18. - Standards for Specific Sign Types.

In addition to the regulations prescribed by this sign code generally, the following regulations for certain sign types shall apply.

- (a) Electronic message board signs. The following conditions and restrictions shall apply to electronic message board signs:
- (1) Location. Electronic message board signs are only permitted for nonresidential uses on properties adjacent to Gulf Boulevard from 37th Avenue to 75th Avenue. Electronic message board signs shall only be located in a front yard, and in no case shall be closer than 10 feet from the front yard property line.
 - (2) Design. An electronic message board sign shall only be permitted as an integral component of a freestanding sign. The width, depth, and color of the cabinet containing the electronic message board shall be compatible with the design of the primary sign structure.
 - (3) Size. An electronic message board sign shall comprise no more than 50 percent of the overall sign area of the freestanding sign and shall not, in any case, exceed 32 square feet in area.
 - (4) Brightness. Maximum illumination intensity level for electronic message board signs shall not exceed 0.3 foot candles over ambient light when measured at 50 linear feet from the base of the sign.
 - (4) Dwell time. The minimum amount of time that a message or display on an electronic message board sign remains fixed shall be one minute.
 - (5) Static images and messages. The image or message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages or images shall not scroll and shall not give any appearance or optical illusion of movement.
 - (6) Default mechanism. The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.
 - (7) Electronic message board signs, including LED-type, shall only be permitted as defined above. All other existing nonconforming electronic message board signs shall be subject to the amortization schedule set forth in section 26.6.
- (b) Waterside identification signs. For each parcel within the City with a residential complex or licensed commercial establishment(s) that has at least one façade that can only be viewed from a navigable waterway, one (1) waterside identification sign shall be allowed per such façade. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed eight (8) feet in height and shall not exceed 40 square feet in sign area. A waterside identification sign shall not be illuminated. A waterside identification sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
- (c) Attached menu display signs. For each parcel with either (a) a restaurant without drive-thru service, or (b) with a transient lodging facility that has restaurant facilities open to the general public in addition to registered guests, one (1) attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
- (d) Drive-thru menu signs. For each parcel with a licensed commercial establishment that utilizes a drive-thru lane, one (1) drive-thru menu sign shall be allowed for each drive-thru lane. A drive-thru menu sign may be either a free-standing sign or an attached sign and shall not exceed 40 square feet in sign

area and ten (10) feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (e) *Sandwich board/A-frame signs.* One (1) sandwich board sign shall be allowed for each licensed commercial establishment. Sandwich board signs shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall not obstruct walkways or fire access, shall have no illumination of any kind, and may be displayed only during the time when the business ~~in front to which of which~~ the sign is ~~located~~ associated is open to the public. This sandwich board shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Theater signs.* For each parcel with a theater use, one attached ~~theater~~ sign shall be allowed. An attached theater sign shall be a wall ~~or marquee~~ sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (g) *Boat or beach concession signs.* Boat or beach concession signs shall only be permitted in the RFM district. Each licensed boat or beach concession rental business operating along the Gulf and on the site of a business having Gulf frontage may be permitted signs as follows:
- (1) *Permission required.* The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) *Lighted signs.* Lighted signs shall be prohibited.
 - (3) *Sandwich board signs.* Operators may display sandwich board sign ~~on~~ at the building frontage adjacent to the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.
 - (i) *Maximum area:* Eight square feet per face.
 - (ii) *Number permitted:* One.
 - (iii) *Maximum height:* Five feet.
 - (iv) *Setbacks:* 40 feet from the visible water line.
 - (4) *Tiki hut or ticket office signs.* Operators may display signs on the tiki huts or ticket offices as follows:
 - (i) *Maximum area:* Eight square feet per face.
 - (ii) *Number permitted:* Three per tiki hut; not more than two on one side.
 - (iii) *Location:* Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (5) *Operators without a tiki hut or ticket office.* Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach, provided such sign is no larger than eight square feet in area per face, five feet in height, located outside of any pedestrian or emergency easement, and is removed from the beach nightly. Signs shall be kept a minimum of 40 feet landward of the visible water line at all times.

Sec 26.19. - Transitional and Emergency Signage

- (a) Notwithstanding any other restriction of this Division, a business' signage that is damaged to less than 2550% of its depreciated value, and which is maintained in a safe condition, shall not be considered abandoned during the following circumstances:
 - (1) During a declared local state of emergency, retroactive to the date of the emergency event;
 - (2) Following a local state of emergency, for the length of time it takes to restore the business to occupiable pre-storm-damage condition, provided that such restoration does not constitute a substantial improvement and the property is maintained with an active building permit during this timeframe;
 - (3) For 90 days following the completion of work listed in (2), preceding.
- (b) Notwithstanding any other restriction of this Division, a business may have one banner during the following timeframes and subject to the following conditions:
 - (1) One banner may be placed in the same location as a permitted attached sign from the date of permit issuance for the attached sign until the sign is installed, not to exceed 180 days. The banner shall be no larger in square footage than the attached sign which is permitted for the location and shall be fastened to the building to resist movement from wind.
 - (2) In addition to other permitted signage, one banner may be permitted per operational business during the declaration of a local state of emergency. The banner shall be no larger in square footage than the size of an attached sign permitted for the propertybusiness, and shall be removed within seven days following the end of the local state of emergency. The sign-banner shall be fastened to the building containing the business to resist movement from wind.

Sec. 26.26. Residential Zoning Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RU-1, RU-2, RLM-1, RLM-2, RM, Districts. The permanent signs described below require a sign permit.

- (a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed six feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 18 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) *Attached signs.* For each parcel with a lawful nonresidential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not exceed six square feet in sign area.

(2) — *Height restrictions.* An attached sign may not appear above the first floor of a building.
(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.27. RM and DCR Residential Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RM Residential District. The permanent signs described below require a sign permit:

- (a) — *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RM or DCR Residential District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) — *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the RM or DCR Residential District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) — *Maximum height.* The monument sign shall not exceed eight feet in height.
 - (2) — *Maximum size.* The monument sign shall not exceed 24 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) — *Attached signs.* For each parcel with a lawful nonresidential use within the RM or DCR districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) — *Maximum size.* An attached sign shall not have a sign area that exceeds (a) eight square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (2) — *Height restrictions.* An attached sign may not appear above the first floor of a building.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.28. ROR Residential/Office/Retail District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the ROR District may have up to three of the following signs in [subsections] (a) — (e) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) — *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any ROR Residential/Office/Retail District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) — *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the ROR Residential/Office/Retail District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) — *Maximum height.* The monument sign shall not exceed ten feet in height.
 - (2) — *Maximum size.* The monument sign shall not exceed 40 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.

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- (c) *Attached signs.* For each parcel with a lawful nonresidential use within the ROR Residential/Office/Retail District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
 - (d) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.
 - (e) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.29. RFM Resort Facilities Medium District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs and temporary signs are also allowed within RFM Resort Facilities Medium District. The permanent signs described below require a sign permit:

- (a) *Freestanding monument signs.* For each parcel with a lawful nonresidential use within any RFM Resort Facilities Medium District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed 20 feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 135 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages or more than 400 feet along one street frontage, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (b) *Attached signs.* For each parcel with a lawful nonresidential use within the RFM Resort Facilities Medium District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum number.* Up to three attached signs shall be allowed with a combined sign area not exceeding the maximum permitted in paragraph (c)(2); however, in the event the parcel contains a multi-tenant development, each individual business use may have one attached sign.
 - (2) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (3) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within RFM Resort Facilities Medium District, one drive-thru menu sign shall be allowed for each drive-

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thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (d) *Attached menu display signs.* For each parcel within RFM Resort Facilities Medium District with (a) a restaurant without drive-thru service or (b) with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within RFM Resort Facilities Medium District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Waterside identification signs.* For each parcel within RFM Resort Facilities Medium District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (g) *Boat or beach concession signs.* Each licensed boat or beach concession rental business operating along the Gulf of Mexico and on the site of a business having Gulf frontage may be permitted signs as follows:
 - (1) *Permission required.* The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) *Advertising permitted.* Signs at boat or beach concession rental business licensed sites shall only provide descriptions of the specific activities and services offered at the site where the sign is located. Such signs shall not be permitted to advertise or imply the availability of any activities or services that are not specifically available at the site.
 - (3) *Lighted signs.* Lighted signs shall be prohibited.
 - (4) *Sandwich board signs.* Operators may display sandwich board sign on the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.
 - (i) *Maximum area:* 12 square feet per face.
 - (ii) *Number permitted:* One.
 - (iii) *Maximum height:* Five feet.
 - (iv) *Setbacks:* 40 feet from the water's edge.
 - (5) *Tiki hut or ticket office signs.* Operators may display signs on the tiki huts or ticket offices as follows:
 - (i) *Maximum area:* Eight square feet per face.

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- (ii) *Number permitted:* Three per tiki hut; not more than two on one side.
 - (iii) *Location:* Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (6) *Operators without a tiki hut or ticket office.* Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach overnight, provided such sign is no larger than eight square feet in area per face and is located or protected so as to not be a hazard to people walking on the beach after dark.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.30. CG-1 Commercial District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the CG-1 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)–(f)):

- (a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) *Attached signs.* Subject to the following:
 - (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within the CG-1 Commercial District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) *Attached menu display signs.* For each parcel within the CG-1 Commercial District with a restaurant without drive-thru service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within the CG-1 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

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- (f) — *Waterside identification signs.* For each parcel within the CG-1 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.31. CG-2 Commercial District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the CG-2 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)–(f)):

- (a) — *Freestanding monument.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.
- (1) — *Maximum height.* The monument sign shall not exceed eight feet in height.
- (2) — *Maximum size.* The monument sign shall not exceed 50 square feet in sign area.
- (3) — *Setback.* The sign shall be set back at least ten feet from the property line.
- (b) — *Attached signs.* Attached signs shall be subject to the following limitations:
- (1) — *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
- (2) — *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) — *Attached menu display signs.* An attached menu display sign shall not exceed 12 square feet in sign area.
- (d) — *Theater signs.* For each parcel with a theater within the CG-2 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) — *Waterside identification signs.* For each parcel within the CG-2 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) — One sandwich board sign or one designer sign, subject to the following:

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- (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.32. INS Institutional District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each institution may choose up to three signs from [subsections] (a)–(c) below, subject to the limitations for each sign.

- (a) *Freestanding monument signs*. For each parcel with a lawful nonresidential use within any INS Institutional District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height*. The monument sign shall not exceed eight feet in height.
 - (2) *Maximum size*. The monument sign shall not exceed 50 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (b) *Attached signs*. For each parcel with a lawful nonresidential use within the INS Institutional District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum number*. Only one attached sign shall be allowed.
 - (2) *Maximum size*. An attached sign shall not exceed a sign face area equal to (a) 24 square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (3) *Height restrictions*. An attached sign may not appear above the first floor of a building.
- (c) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.33. TC-1 and TC-2 Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the TC-1 or TC-2 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign. One of the allowable

signs may be internally illuminated subject to section 26.23. Such signs shall not be located on any building façade or property frontage adjacent to Corey Avenue.

- (a) — One sandwich board sign or one designer sign, subject to the following:
 - (1) — *Sandwich board* — Shall be located in front of the storefront for which it advertises and will not be placed in the right of way, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) — *Designer sign* — Shall not be located on public right of way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.
- (b) — A marquee or canopy sign;
- (c) — A menu display sign;
- (d) — A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;
- (e) — A wall sign, provided the sign is not internally illuminated, unless such sign is on a parcel which abuts Gulf Boulevard south of 76th Avenue, in which case internal illumination shall be allowed. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 50 square feet.
- (f) — A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than eight feet in height, does not block any pedestrian walkway, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback.
- (g) — *Waterside identification signs*. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in area.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 6, 1-10-17)

Sec. 26.34. LR and BHC Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the LR or BHC District that has an exclusive entrance to the interior of the building from the exterior of the building may have up to three of the following signs in [subsections] (a) — (e) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four from [subsections] (a) — (e) below):

- (a) — A marquee or canopy sign;
- (b) — A menu display sign;
- (c) — A wall sign. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 70 square feet.
- (d) — Up to two freestanding monument signs, provided that the sign face does not exceed 50 square feet in area, is not taller than 12 feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may

be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the four permitted.

(e) — One sandwich board sign or one designer sign, subject to the following:

- (1) — *Sandwich board* — Shall be located in front of the storefront for which it advertises and will not be located in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
- (2) — *Designer sign* — Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.35. CC-1 and CC-2 Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose to four signs from [subsection] (a)–(f):

- (a) — Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed eight feet in height. However this sign shall be counted as two of the three or four permitted.
- (b) — A marquee or canopy sign;
- (c) — A menu display sign not to exceed 12 square feet;
- (d) — A projecting sign, provided that the sign is no larger than 12 square feet in area does not project within two feet of any curb and has a minimum ground clearance of seven feet;
- (e) — Wall signs subject to the following:
 - (1) — *Maximum size.* A wall sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) — Internally illuminated signs are discouraged but not prohibited. Externally illuminated signs are preferable with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.36. CRD-EA District.

Each business with its own exterior entrance may have up two signs per frontage from the following list:

- (a) — One projecting sign not to exceed 12 square feet and shall have a minimum clearance from the sidewalk of 7.5 feet.

(b) One attached sign, which may include a wall sign, a canopy, or a marquee sign; the attached sign may not be larger than one square foot for every linear foot of building frontage.

(c) One sandwich board sign or one designer sign, subject to the following:

(1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right-of-way such that the sidewalk width would be less than 48 inches, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) Designer sign—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(d) All other signs are prohibited.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.37. UBV District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the UBV District may have up to three of the following signs in [subsections] (a)–(d) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) A marquee or canopy sign;

(b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;

(c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;

(d) A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than five feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.38. AC District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the AC District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)–(f)):

(a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have

one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.

(b) *Attached signs.* subject to the following:

(1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) *Height restrictions.* An attached sign may not appear above the second floor of a building.

(c) *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within the AC District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a freestanding sign or an attached sign and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(d) *Attached menu display signs.* For each parcel within the AC Commercial District with a restaurant without drive-thru service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) *Theater signs.* For each parcel with a theater within the AC District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) *Waterside identification signs.* For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

In addition to the number and types of signs listed in [subsections] (a)–(f) above, multi-tenant shopping centers in the AC District may have one additional monument sign listing each individual tenant all within the same sign face. The sign shall be no taller than ten feet and no larger than 100 square feet per sign face. The sign shall not be located within any setback or within any pedestrian or utility easement.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.39. BR District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the BR District may have up to three of the following signs in [subsections] (a)–(e) below, subject to permit approval and compliance with the conditions for each type of sign:

(a) A marquee or canopy sign;

(b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;

(c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;

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- (d) A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than five feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.
 - (e) Waterside identification signs. For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.40. Traditional Hotel District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the THD District may have up to three of the following signs in [subsections] (a)–(d) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 40 square feet;
- (d) A freestanding monument sign, provided that the sign face does not exceed 20 square feet in area, is not taller than four feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The sign may be located within the front yard setback.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.41. Pass-a-grille overlay district.

All signs shall be allowed in accordance with the underlying zoning district's permitted signage, except that internally illuminated signage shall be expressly prohibited.

(Ord. No. 2016-24, § 7, 1-10-17)

Sec. 26.4220. - Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.34(a), or elsewhere in this division, this Code, or any adopting

ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, 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.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.35(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 26.4 of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4
- (d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 7, 1-10-17)

Editor's note(s)—Ord. No. 2016-24, § 7, adopted Jan. 10, 2017, added § 26.41 and in so doing renumbered § 26.41 as 26.42, as set out herein.

DIVISION 26 SIGN ORDINANCE¹

Sec. 26.1. - Purpose, intent and scope.

It is the purpose of this division to promote the public health, safety and general welfare through reasonable, consistent and nondiscriminatory sign standards. The sign regulations in this division are intended to be ~~not intended to censor speech or to regulate viewpoints, but instead are intended to~~ content-neutral and regulate the ~~secondary effects of speech and especially insofar as those secondary effects may adversely affect aesthetics and traffic and pedestrian safety~~ only the number, form, and placement, not the content, of signs. In order to preserve and enhance 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 is a highly contributive means by which to achieve this desired end.~~ These sign regulations have been prepared with the intent of mitigating the impact signs have on traffic and pedestrian safety, enhancing the visual environment of the city, and promoting its continued well-being. ~~These sign regulations and~~ are intended to:

- (a) Encourage the effective use of signs as a means of communications in the city;
- (b) Maintain and enhance the aesthetic environment and the city's ability to attract sources of economic development and growth;
- (c) Improve pedestrian and traffic safety;
- (d) Minimize the possible adverse affect of signs on nearby public and private property;
- (e) Foster the integration of signage with architectural and landscape designs;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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;~~
- (j) 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;
- (k) Categorize signs based upon ~~the function that they serve~~ their structures and tailor the regulation of signs based upon ~~their function~~ those structures;
- (l) Preclude signs from conflicting with the principal permitted use of the site and adjoining sites;
- (m) Regulate signs in a manner so as to not interfere with, obstruct the vision of or distract motorists, bicyclists or pedestrians;

¹Editor's note(s)—Ord. No. 2013-14, § 1(Exh. A), adopted April 23, 2013, amended Div. 26 in its entirety to read as set out herein. Former Div. 26, §§ 26.1—26.40, pertained to similar subject matter and derived from Ord. No. 2011-42, § 1(Exh. A), adopted Jan. 24, 2012; Ord. No. 2012-16, § 1(Exh. A), adopted Sept. 12, 2012.

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- (n) 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;
 - (o) Preserve, conserve, protect, and enhance the aesthetic quality and scenic beauty of all districts of the city;
 - (p) Prohibit signage that will substantially and negatively impact wildlife;
 - (pg) 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;
 - (qr) 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;
 - (rs) 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;
 - (st) Regulate the appearance and design of signs in a manner that promotes and enhances the beautification of the city, is appropriate in scale to the surrounding buildings and landscape, 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 commercial properties; ~~and~~
 - (u) Provide flexibility and encourage variety in signage, and create an incentive to relate signage to the basic principles of good design; and
 - (v) Enable the fair and consistent enforcement of these sign regulations.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.2. - Definitions.

All words used in this division, except where specifically defined herein, shall carry their customary dictionary meanings when not inconsistent with the context in which they are used, ~~except that the~~ The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, ~~except where the context clearly indicates a different meaning:~~

Abandoned or discontinued sign or sign structure means (a) A sign on or appurtenant to a building when that building has not been occupied ~~pertaining to or associated with an event, business, service, or purpose which is no longer ongoing and which has been inactive or out of business~~ for a period of 90 consecutive days or longer; or (b) a sign which contains structural components but no display or sign copy for a period of 90 consecutive days or longer. This term does not include individual panels within a sign for multi-tenant developments unless the multi-tenant development is more than 50 percent vacant, or transitional and emergency signage as referred to in Sec. 26.19.

Advertising means sign copy intended to aid, directly or indirectly, in the sale, use or promotion of a product, commodity, service, sales event, activity, entertainment, or real or personal property.

Animated sign means a sign which includes action, motion, or color changes, or the optical illusion of action, motion or color changes, including signs requiring electrical energy or set in motion by movement of the atmosphere, or made up of external sign elements that revolve or turn. The term "animated sign" does not include signs which display time of day, temperature, or both, and does not include electronic message board signs.

Area of ground supports means the total area of a freestanding sign's structural elements.

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Artwork means a two- or three-dimensional representation of a creative idea that is expressed in an artistic form and manner as to provide aesthetic enjoyment for the viewer rather than to specifically ~~but does not in any way convey the name of the~~ identify a business, product, business logo, or a commercial message. It serves as a means of communication, expression, and cultural understanding.

Attached sign means ~~a wall sign, an integral roof sign, marquee sign or a canopy sign~~ any sign attached to, on, or supported by any part of a building (e.g., walls, integral roof, awning, windows, or canopy) which encloses or covers usable space.

Awning means a cloth, plastic, or other nonstructural covering that is permanently attached to a building or other structure, or that can be raised or retracted to a position against the building or other structure when not in use.

Awning sign or canopy sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Banner means any sign or string of one or more signs, usually made of cloth or other lightweight material, which is used to attract attention, whether or not imprinted with words or characters, including, but not limited to, balloons and pennants. Flags shall not be considered banners.

Beacon means a stationary or revolving light which flashes or projects illumination, single color or multicolored, in any manner which has the effect of attracting or diverting attention, except, however, this term does not include any kind of lighting device which is required or necessary under the safety regulations of the Federal Aviation Administration or other similar agency. This definition does not apply to any similar type of lighting device contained entirely within a structure and which does not project light to the exterior of the structure.

Billboard means ~~a sign structure and/or sign utilized for advertising an establishment, an activity, a product, service or entertainment, which is sold, produced, manufactured, available or furnished at a place other than on the property on which said sign structure and/or sign is located.~~

Building frontage. See frontage, building.

Bus stop informational sign means a freestanding or attached noncommercial sign located at a bus stop and providing information as to the route, hours or times of service.

Canopy means a permanent or semi-permanent, on-premise roof-like projection or structure intended to provide shade or shelter.

Canopy sign or awning sign means any sign that is a part of or attached to an awning, canopy, or other fabric, plastic, or structural protective cover over a door, entrance, window, or outdoor service area. A marquee is not a canopy.

Changeable copy/message sign means a sign with the capability of content change by means of manual or remote input, including the following types:

- (1) *Manually activated.* Changeable sign whose message copy can be changed manually on a display surface.
- (2) *Electronically activated.* Changeable sign whose message copy or content can be changed by means of remote electrically energized on-off switching combinations of alphabetic or pictographic components arranged on a display surface. Illumination may be integral to the components, such as characterized by lamps or other light-emitting devices, or may be from an external light source designed to reflect off of the changeable component display. See also *Electronic message board sign.*

Character means any symbol, mark, logo, or inscription.

Color means any distinct tint, hue or shade including white, black or gray.

Commercial message means 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.

Construction sign means a temporary on-premise sign identifying the ongoing construction activity during the time that a building permit is active and prior to completion of the work for which the permit was issued, containing sign copy is limited to the ongoing construction activity and identifying the contractor and/or any subcontractor engaged to perform construction activity on the site.

Copy means the linguistic or graphic content of a sign.

Designer sign means a sign that is custom made wall or monument-type signs, reviewed by the city manager or his designee, and found to be of a higher creative, artistic and three-dimensional, or sculptural nature than the standard types of signs typically used within the sign industry.

Double-faced sign means a single sign with items of information relating to the same business on both sides of the sign and mounted as a single structure.

Drive-thru menu sign means a sign placed so as to be viewed from a drive-thru lane and which contains only a listing of the products, with prices, offered for sale by the business on which the sign is located and which may provide a mechanism for ordering the products while viewing the sign.

Eave means the lowest horizontal line of a sloping roof.

Election sign means a temporary sign erected or displayed for the purpose of expressing support for or opposition to a candidate or stating a position regarding an issue upon which the voters of the city shall vote.

Electronic message board sign means a sign by which the message copy can be electronically changed and controlled. This shall include but not be limited to changeable words, lines, logos, symbols, or illustrations and shall include all LED type signs regardless of if the sign periodically changes copy.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also includes the painting of wall signs.

Facade means the entire building front exterior wall(s) of a building exposed to public view.

Flag means any fabric, or bunting containing distinct colors, patterns or symbols, used as an ornamental flag or as a symbol of government, political subdivision, corporation or business or other entity. (See also ornamental flag.)

Flagpole means a pole on which to raise a flag. A flagpole is not a freestanding pole sign.

Flashing sign means a sign which permits light to be turned on or off intermittently more frequently than once per minute any illuminated sign on which the artificial source of light is not maintained stationary or constant in intensity and color at all times when such sign is illuminated. For the purposes of this definition, any moving illuminated sign affected by intermittent lighting shall be deemed a flashing sign. This does not include official warning signs to the motoring public.

Foot-candle means a unit of measure of luminosity of a surface that is everywhere one foot from a uniform point source of light of one candle and equal to one lumen per square foot.

Footlambert means the centimeter gram second unit of brightness equal to the brightness of a perfectly diffused surface that radiates or reflects one lumen per square centimeter.

Free expression sign means a sign, not in excess of three square feet in size (area) and the top of the sign is not more than six feet off the ground, communicating information or views on matters of public policy concern or containing any other noncommercial message, that is otherwise lawful.

Freestanding sign, monument or pole means a sign supported by structures or supports that are placed on or anchored in the ground or at ground level and which are independent of any building or other structure.

Frontage means the length of the property line of a parcel of land which runs parallel with and along a road right-of-way or street, exclusive of alleyways.

Frontage building, or building frontage, means the length of the single face of a building or that portion of building occupied by a single office, business or enterprise, commonly referred to as "store-front", which is abutting a street, parking area, or other means of customer access such as an arcade, a mall or a walkway.

~~*Garage or yard sale or garage-yard sign* means any on-site temporary sign pertaining to the sale of personal property in, at or upon any residentially-zoned property located in the city. Garage or yard sales shall include, but not be limited to, all such sales, and shall include the advertising of the holding of any such sale, or the offering to make any sale, whether made under any name such as garage sale, lawn sale, yard sale, front yard sale, backyard sale, home sale, attic sale, rummage sale, patio sale, flea market sale, or any similar designation.~~

Government sign means any temporary or permanent sign erected by or on the order of a public official or quasi-public entity at the federal, state or local government level in the performance of any duty including, but not limited to, noncommercial signs identifying a government building, program or service (including bus or other public transit services), traffic control signs, street name signs, street address signs, warning signs, safety signs, informational signs, traffic or other directional signs, public notices of government events or actions, proposed changes of land use, any proposed rezoning, or any other government speech. This term includes signs erected on government property pursuant to lease, license, concession or similar agreements requiring or authorizing such signs.

Ground level means the level of finished grade of a parcel of land, exclusive of any filling, berming, or mounding, or excavating, solely for the purpose of locating a sign. Ground level on marina docks or floating structures shall be the finished grade of the landward portion of the adjoining parcel.

~~*Grand opening sign* means an on-premises temporary sign announcing the opening of a newly licensed business, that does not exceed 16 square feet in sign area and that is not displayed for longer than 30 days after the issuance date of the occupational license for the new business.~~

Height means vertical distance measured from ground level nearest the base of the sign to the highest point on the sign.

~~*Holiday and seasonal decorations* mean decorations that pertain to legal or other recognized holidays or to a season of the year.~~

Illuminated sign means any sign or portion thereof which is illuminated by artificial light, either from an interior or exterior source, including outline, reflective or phosphorescent light, whether or not the source of light is directly affixed as part of the sign.

Integral roof sign means any sign erected or constructed as an integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the highest portion of the roof and such that no part of the sign is separated from the rest of the roof by a space of more than six inches. ~~No integral portion of the roof shall extend more than five feet above the structural roof.~~

Lawful message means any message not prohibited by state or federal law.

Lot. See definition of parcel.

Maintenance means the replacing, repairing or repainting of a portion of sign structure, periodically changing changeable copy or renewing copy which has been made unusable by ordinary wear, weather, or accident.

Marquee means any permanent roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

Marquee sign means any sign attached to a marquee.

Menu display sign means a fully enclosed or otherwise protected from the elements sign structure, including, but not limited to, a box, shadow box or cabinet, attached to a wall or freestanding, which is used solely for the purpose of displaying restaurant menus. A menu display may be used for a restaurant without drive-thru service and for transient lodging facilities which have restaurant facilities open to the general public in addition to the registered guests. Menu display sign structures shall be limited to one per establishment, having a maximum surface area of not more than 12 square feet, and the zoning districts in which they are permitted.

Multi-tenant building/development means a building or development where more than one business may be located, including businesses located above the first floor or otherwise without frontage on a public right-of-way.

Nameplate sign or occupant identification sign means a sign indicating the name and/or profession or address of a person or persons residing on the premises or legally occupying the premises.

Noncommercial message means any message, which is not a commercial message.

Noncommercial on-site directional sign means an on-site sign providing direction or information to pedestrian or vehicular traffic that is related or reasonably necessary to the movement of pedestrian or vehicular traffic on the premises, and not displaying a commercial message, e.g., "entrance," "exit," "caution," "no parking," "one way only," "no trespassing," and the like.

Nonconforming sign means a sign which does not conform with the regulations provided in this division.

Off-premises sign or off-site sign means any sign relating in its subject matter to commodities, accommodations, services or activities on a premises other than the premises on which the sign is located. See also Billboard. This does not include a locally recognized non-profit Chamber of Commerce that promotes its members within the city.

On-premises sign or on-site sign means any sign relating in its subject matter to the commodities, accommodations, service or activities on the premises on which it is located.

Ornamental flag means any fabric or similar material containing patterns, drawings or symbols used for decorative purposes and designed to be flown as a flag.

Parcel means land which has been or which is proposed to be used, developed, or built upon as a unit under single ownership.

Parapet means a false front or wall extension above the roof of a building.

Pennant means any series of small flag-like or streamer-like pieces of cloth, plastic, paper or similar material attached in a row to any staff, cord, building, or at only one or two edges, the remainder hanging loosely.

Permanent sign means any sign which, when installed, is intended for permanent use, and is so constructed as to be of lasting and enduring condition (beyond normal wear and tear). For the purposes of this division any sign with an intended use in excess of 12 months from the date of installation shall be deemed a permanent sign. Unless otherwise provided for herein, a sign other than a temporary sign or portable sign shall be deemed a permanent sign.

Predictable event means an event of which the date or dates is or are known at the time the sign is erected. By way of example, predictable events shall include an election, garage sale, grand opening, parade, wedding, garage sales, and others with a definite date.

Portable sign means any sign, banner, or poster that is not permanently attached to the ground or structure, or a sign capable of being transported, including, but not limited to, signs designed to be transported by means of wheels or carried by a person, and signs converted to an A-frame sign or a T-frame sign. For purposes of this division, a cold-air inflatable sign shall be considered to be a portable sign.

~~*Premises* means any property owned, leased or controlled by the person actively engaged in business at that location.~~

Projecting sign means any sign affixed perpendicularly to a building or wall in such a manner that its leading edge extends more than six inches beyond the surface of such building or wall.

Property means the overall area represented by the outside boundaries of a parcel of land or development containing one or more business establishments and/or residential units.

~~*Real estate sign* means a sign advertising the sale, rental or lease of the premises or part of the premises on which the sign is displayed temporarily.~~

Revolving sign or *rotating sign* means any sign that revolves or rotates an animated sign that revolves or turns or has external sign elements that revolve or turn. Such sign may be power-driven or propelled by the force of wind or air.

Roof sign means any sign erected and constructed wholly on or over the roof of a building, which is supported by the roof structure, or any sign that extends in whole or in part above the roofline of a building.

Roofline means the highest continuous horizontal line of a roof. On a sloping roof, the roofline is the principal ridgeline or the highest line common to one or more principal slopes of roof. On a flat roof, the roofline is the highest continuous line of a roof or parapet, whichever is higher.

Safety sign. See Warning sign.

Sandwich board sign or *A-frame sign* means a portable double-faced, freestanding sign not exceeding 12 square feet in area designed such that it can be displayed during business hours and easily removed at the close of business which is ordinarily in the shape of an "A," or some variation thereof when erected.

Shopping center means a group of five or more independent commercial establishments developed, operated, managed, and/or owned and operated as a planned unit, with off-street parking provided on the property under a single architectural plan. A shopping center may include a building or structure owned in fee simple, condominium, cooperative, leasehold or other ownership.

Sight visibility triangle means a triangular shaped portion of land established at street intersections or street and driveway intersections in which nothing is erected, or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists entering or leaving the intersection. For street intersections, this triangle is measured 20 feet in length from the intersection along the abutting curb lines to form a triangle; and for driveway intersections, this triangle is measured ten feet from the intersection along the curb line and along the driveway line to form a triangle. (See illustration in section 6.21 herein.)

Sign means any device, fixture, placard or structure which uses color, form, graphics, illumination, architectural style or design with text, or writing to advertise, attract attention, announce the purpose of, or identify the purpose of any person or entity or to communicate information of any kind to the public. The term "sign" includes sign structure.

Sign area means the total square foot area of sign surface, including all parts thereof devoted to the background, computed by bounding the exterior of the sign structure or surface with a series of straight or curved lines tangent thereto (see illustrative examples in section 26.3, herein). The area of a sign painted directly on a wall or awning and signs with letters attached directly to walls or awnings shall be calculated by constructing an imaginary series of straight lines or lines formed, bounded or characterized by curves around the outside of all elements of the sign computed as described in section 26.15.

Sign face means the part of the sign that is or can be used to identify, display, advertise, communicate information, or for the visual representation which attracts or intends to attract the attention of the public for any purpose.

Sign structure means any structure which is designed specifically for the purpose of supporting a sign, which has supports or which is capable of supporting a sign. The definition shall include any decorative covers, braces, wires, supports, or other components attached to or placed around the sign structure.

Snipe sign means any sign tacked, nailed, posted, pasted, glued or otherwise attached to telephone poles, utility poles, or fences, with the message appearing thereon not applicable to the present use of the premises upon which the sign is located.

~~*Statutory sign* means a sign required by any statute of the State of Florida or the United States.~~

Street means a public right-of-way intended for the use of vehicular and pedestrian traffic.

Street address sign means any sign denoting the street address of the premises on which it is attached or located.

Subdivision monument identification sign means a monument sign which contains only the name of a platted subdivision or other residential development.

Temporary sign means a sign intended for a use not permanent in nature and shall include a sign formerly or commonly associated with a temporary use or structure, or a sign related to an event or occurrence at a future time, which shall be further defined by whether the event to which it pertains is predictable or unpredictable. ~~For the purposes of this division, a sign with an intended use of one year or less shall be deemed a temporary sign.~~

Time and temperature sign means a sign which displays the current time and temperature at intervals no more frequently than once per minute and which contains no other messages. Time and temperature signs are regulated within the zoning districts in which they are allowed.

Traffic control device sign means any sign 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).

Unpredictable event means an event of which the date or dates is or are not known at the time the sign is erected. By way of example, unpredictable events may mean for rent or for sale periods, construction projects, and others without a definite date of ending.

Vehicle sign means a sign attached to or placed on a vehicle, including, but not limited to, automobiles, trucks, boats, campers, and trailers, and that is located on public or private property, ~~and is intended to can be viewed from a right-of-way for the purpose of providing advertisement of products or services, or directing people to a business or activity.~~ This includes signs attached to the following vehicles: On- or off-site inoperable vehicles, junk or abandoned vehicles as defined in section 98-67 of the Code of Ordinances, vehicles that have not been driven or moved in 72 hours, or a vehicle with signage attached to it that renders the vehicle not safely drivable. ~~This definition excludes those signs that identify a business organization or its principal services and contact information on a vehicle during that period of time such vehicle is regularly and customarily used to traverse the public street during the normal course of business.~~

Visibility triangle. See Sight visibility triangle.

Wall sign means a sign which is painted on, fastened to, or erected against the wall of a building with its face in a parallel plane with the plane of the building facade or wall, ~~which is used for advertising.~~

Warning sign or safety sign means a sign which only 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, etc.) or that only provides warning of a violation of law ~~(e.g., no trespassing, no hunting allowed, etc.) or~~

prohibitions on parking, trespassing, hunting, fishing, swimming, or other activity on the property on which the sign is posted.

Waterside identification sign means a sign identifying a residential complex, single business property or shopping center and which can be only be viewed from the waters of the Gulf of Mexico, Boca Ciega Bay, the intracoastal waterway or any other navigable waterway.

Wayfinding/Directional sign means a sign, which may or may not be a governmental/statutory sign, that shows route designations, destinations, directions, distances, services, points of interest, or other geographical, recreational, or cultural information for the aid of the traveling public, for facilitating a safe and orderly traffic flow and preventing sudden stops.

Window sign means any sign painted on or mounted in any fashion on the interior or exterior of the surface of a window.

Wind sign means a sign which uses objects or material fastened in such a manner as to move upon being subjected to pressure by wind, and shall include pennants, ribbons, spinners, streamers or captive balloons to express a commercial message; however, the term "wind sign" shall not include flags.

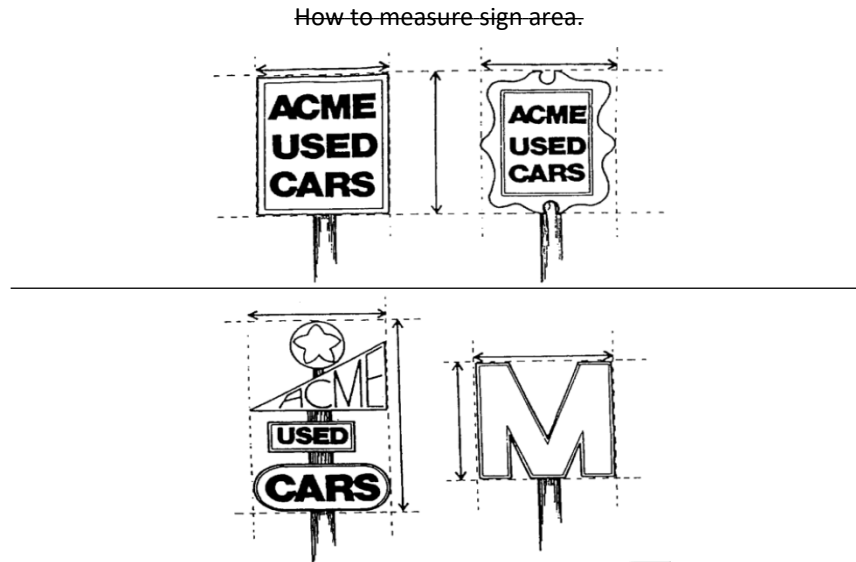
Window or door sign means any sign visible from the exterior of a building or structure which is painted on, attached, glued, or otherwise affixed in any fashion on the interior or exterior of the surface of a window or door.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 2, 1-10-17; Ord. No. 2017-17, § 2, 11-14-17)

Cross reference(s)—Definitions, § 2.1.

Sec. 26.3. Illustrations of type of signs and methods of measurement.

The following diagrams illustrate the types of signs and methods of measurement:



(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.63. - ExemptionsApplicability.

(a) Applicability. This division applies to any sign, permanent or temporary, displayed or erected which is visible and legible from a right-of-way.

(b) Relationship to other codes. All signs shall comply with applicable building, electrical, and maintenance codes as adopted by the city. In the event any provisions of this division are in conflict with other applicable requirements, the more restrictive requirements shall apply.

(c) This division does not pertain to regulate the following:

(a1) A sign, other than a window sign, located entirely inside the premises of a building or enclosed space, and that is not visible from the right-of-way, public parking lot, or property outside of the zoning lot.

(b2) A government statutory sign.

(c3) Historic markers for local, state, or nationally locally designated historic resources.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.94. Substitution of noncommercial speech for commercial speech No content restrictions.

Notwithstanding anything contained in this Division or Code to the contrary, any sign erected pursuant to the provisions of this Division or Code may, at the option of the owner, contain a noncommercial message unrelated to the business located on the premises where the sign is erected. The noncommercial message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial message to another, as frequently as desired by the owner of the sign, provided that the size, height, setback, other dimensional criteria, and dwell time criteria for electronic changeable message signs contained in this Division and Code have been satisfied.

(a) Notwithstanding anything in this division or Code to the contrary, nNo sign or sign structure shall be subject to any limitation based upon the content (viewpoint) of the message contained on such sign or displayed on such sign structure.

(b) It is the intent of the City Commission that protection of First Amendment rights shall be afforded such that any sign, display, or device allowed under this division may contain, in lieu of any other copy, any otherwise lawful message unrelated to the business located on the premises where the sign is erected. The message (copy) may occupy the entire sign face or any portion thereof. The sign face may be changed from commercial to noncommercial messages, or from one noncommercial or commercial message to another, as frequently as desired by the owner of the sign, provided that the applicable size, height, setback, lighting, design, other applicable requirements, and dwell time criteria for electronic changeable message signs contained in this division and Code have been satisfied.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.115. - Sign permit required.

(a) Generally.

(a1) Allowed temporary and allowed permanent signs of the type described in section 26.2513., shall be exempt from sign permitting hereunder.

(b2) No sign permit shall be issued for the erection of a prohibited sign.

(3) Signs subject to this division shall be designed, constructed, and maintained in compliance with the City's building, electrical, maintenance, and all other applicable codes and ordinances and in compliance with all applicable state and federal law, codes and regulations.

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- (e4) Unless exempt from permitting, no permanent sign shall be erected, altered, relocated, maintained or displayed until a sign permit is obtained from and appropriate fee paid to the city. Where electrical permits are required, they shall be obtained at the same time as the sign permit. The requirement of a building permit under the Florida Building Code is separate and independent of the requirement for a sign permit under this division.
- (e5) A sign lawfully erected under permit may be repainted or have ordinary and customary non-structural repairs performed, including replacement of plastic or glass panels, without a new sign permit; however, if repair work causes such sign is to be structurally altered ~~or repaired~~, relocated, or enlarged in any manner, a new sign permit shall be required and the altered ~~or repaired~~ sign must meet all requirements of this division and this Code. Nonconforming signs that have been substantially damaged, deteriorated beyond 50~~25~~ percent of the assessed value of the sign, or destroyed shall not be issued a permit for repairs and shall be removed in accordance with section 26.6.
- (b) Fees. Every person making an initial application for a sign permit shall pay fees to the city at the time of approval of the application. The fees shall be established by resolution of the city commission and shall be as stated in appendix A to this Code.
- (c) Permit Application. A sign permit application for a permanent sign shall be made upon a form provided by the city. The sign permit application is in addition to any building permit application required by the Florida Building Code. The sign permit application shall be accompanied by plans and specifications drawn to scale, together with any site plan required by Division 5 of the Land Development Code. An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law. ~~The applicant shall furnish the following information on or with the sign permit application form:~~
- (1) The legal description of the real property where the sign is proposed to be located.
 - (2) The zoning district for the real property on which the sign(s) will be located.
 - (3) The name, mailing address and telephone number (where available) of the owner(s) of the real property where the sign is proposed to be located.
 - (4) A notarized statement of authorization signed by the owner(s) consenting to the placement of the proposed sign on the real property.
 - (5) The name, mailing address and telephone number of the sign contractor.
 - (6) Type of proposed sign(s) (e.g., attached wall sign, freestanding monument sign).
 - (7) Detailed scaled drawings to show the dimensions, design, structure, and location of each particular sign (when depicting the design of the sign it is not necessary to show the content of the sign as the sign reviewer is prohibited from taking this factor into consideration).
 - (8) Computations of the maximum total sign area, the maximum area for individual signs, and the height of each of the proposed signs.
 - (9) The setbacks for the proposed sign(s).
 - (10) The cost of the proposed sign(s).
 - (11) The number, type, location, and surface area for all existing signs on the same lot and/or building on which the sign will be located.

(12) If the proposed sign is to be an illuminated sign, the type, placement, intensity and hours of operation.

An applicant shall deliver a sign permit application for a permanent sign to the city's chief building official, or such other person as may be designated by the city. The sign permit application shall be reviewed for a determination of whether the proposed sign meets the applicable requirements of this division and any applicable zoning law.

- (d) Nullification. A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six months after the date of the permit. If the sign is an integral part of a new building structure, then the permit shall be valid until completion of the building.
- (e) Revocation. If the city manager and/or their designee finds that any sign has been erected, altered or maintained in violation of this division, Florida Building Code, or any other ordinance of the city, or 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 city shall notify the owner of record of the property upon which such sign is located shall be notified by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. If the permit holder fails or refuses to make corrections within ten days, or a shorter period when emergency conditions exist pursuant to 98-75, it shall be the duty of the building official, or designee, to revoke such permit and provide written notice of same to such permit holder. It shall be unlawful for any person to proceed with any work under the permit after such notice is issued. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.
- (f) Appeals. Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal on or before 30 days from the day of the administrative decision in accordance with Section 3.14 of the Land Development Code.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.7. Building permits.

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 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 division.

Sec. 26.56. - Nonconforming signs.

A nonconforming sign that was lawfully erected may continue to be maintained: (a) until the nonconforming sign is substantially damaged or destroyed, or (b) until the real property on which the sign is located is redeveloped, whichever of the foregoing occurs first. At such time the sign is substantially damaged or destroyed or at such time the real property is redeveloped, the nonconforming sign must either (a) be removed or (b) be brought into conformity with this division and with any other applicable law or regulation. For the purpose of this section, the term "redevelopment" shall mean a substantial improvement of the principal structure on the real property.

All signs that lawfully existed at the time of the enactment of this division and that do not conform to the provisions of this division, but which were in compliance with the applicable regulations at the time they were constructed, erected, affixed, or maintained, shall be regarded as nonconforming signs.

- (a) Except as provided in this section, no nonconforming sign shall be moved, reconstructed, extended, enlarged, or structurally altered, unless changed to conform with this division.
- (b) Nonconforming signs may continue to be maintained, repaired, or the message of the sign may be changed provided that maintenance, repair, or changing the copy does not require structural alterations.
- (c) Removal of a nonconforming sign, or replacement of a nonconforming sign with a sign conforming to this division, is required when:
 - (1) The nonconforming sign is substantially damaged, destroyed, or deteriorated to such extent that the cost of repair or restoration would equal or exceed 50 percent of the replacement cost of the sign; or
 - (2) A building or site on which the nonconforming sign is located is improved, repaired, rehabilitated, altered, or redeveloped at a cost which equals or exceeds 50 percent of the market value of the existing building or structure before the improvement or repair is started.
- (d) In addition to the above, all legally erected nonconforming electronic message board signs, including all LED-type signs, must be made to conform to the applicable provisions of this division by January 1, 2027.
- (e) Signs that exist on the effective date of this division that were not in conformance with previous regulations are illegal signs and shall conform with this division or be removed within ninety (90) calendar days of the effective date of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 3, 1-10-17)

Sec 26.7. - Variances.

- (a) Requests for variances from any provisions of this division, unless stated otherwise, shall be processed and authorized pursuant to section 3.12 general variances of the Land Development Code.
- (b) Variances from the terms of these regulations may not be contrary to the public interest. Variances may be granted where, owing to special conditions, the literal enforcement of the provisions would result in unnecessary hardship, not to include economic hardship. However, no variance shall be granted unless the criteria of section 3.12 are met. In addition to these usual criteria for variances to the provisions of this article, any additional signage allowed pursuant to variances shall be conditioned in such a way that, taking into consideration existing allowable signage in the area, the additional signage does not exacerbate visual clutter, driver distraction or traffic safety in the area.

Sec. 26.148. - Inspection and Maintenance of signs.

- (a) Inspection. Signs for which a permit is required under this division may be inspected periodically by the building official, or designee, for compliance with this division, other codes of the City, and all terms upon which the sign permit may have been conditioned.
- (b) Maintenance of signs.
 - (1) All visible portions of a sign and its supporting structure shall be maintained in a safe condition, and present a neat and clean appearance according to the following:

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- a. Signs with illumination that have become flashing signs shall be repaired, renovated, or corrected to the original permitted function and order. If the sign is lighted, all lights shall be maintained in working order and functioning in a safe manner.
 - b. If the sign is painted, the painted surface shall be kept in good condition.
 - c. Every sign shall be kept in such manner as to constitute a complete or whole sign.
 - d. Every sign shall be able to withstand the wind pressure for which it was originally designed.
 - e. If a sign is a freestanding sign, the area around the base of the sign shall be landscaped, maintained, and kept free of weeds, overgrowth, debris, trash, litter, and any other unsightly conditions or nuisances as defined by chapter 98, article 3 property maintenance of the Code of Ordinances.
- (2) The maintenance of signs shall be in keeping with the intent of chapter 98, article 3, section 98-66(d) to ensure the public health, safety and welfare is maintained. The owner and/or leaseholder shall be responsible for maintaining the signs concerned in good operating conditions and appearance and shall be responsible for maintaining the area immediately surrounding the sign. Failure to comply with chapter 98, article 3 shall constitute cause for revocation of the sign permit and removal of the sign, if the owner and/or leaseholder fail to correct same within ten days after written notice of violation for non-emergency deterioration or damage, or two days after written notice of violation when the city manager or designee has identified the situation as an emergency.
- (2) ~~Nonconforming signs may suffer only ordinary and customary repairs and maintenance. As provided in section 26.11, a lawfully erected nonconforming sign shall not be structurally altered except in full conformance with this division.~~

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.15. Appeals.

- (a) ~~Whenever it is alleged that there has been an error in any order, action, decision, determination, or requirement by an administrative official in the enforcement and application of any provision contained within this division or any other provision of this Code pertaining to sign permits (including any allegation that an administrative official has failed to act within applicable time frames), the aggrieved party shall file a written appeal in accordance with Section 3.14 of the Land Development Code.~~

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.169. - Enforcing official.

The city manager, or designee, shall be the enforcing official of this division. The enforcing official is charged with the duty of administering this division and securing compliance therewith. Further, the enforcing official shall make such inspection as may be necessary to ensure compliance with this division and shall initiate appropriate action, if any, to enforce the provisions of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.17. — Failure to comply.

If the city manager finds that any sign has been erected, altered or maintained in violation of this division, the city shall notify the owner of record of the property upon which such sign is located by either certified mail or by hand delivery that such violation exists. The owner shall cause the violation to be remedied or shall file an appeal of the violation within three working days after receipt of the notice. Where it is determined that such illegal sign poses an imminent threat to the health, safety or welfare of the public, the city may cause the immediate removal of the sign by its own action. Cost of such removal shall be paid by the property owner. In addition to removal, the city shall be entitled to proceed with alternative legal or equitable remedies, including injunctive relief.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.180. - Violations and penalties.

- (a) The acts enumerated in this section shall be a violation of this division and shall be subject to the enforcement remedies and penalties provided by this division, by other city codes, and by state law. Such remedies may be pursued simultaneously.
- (b) It shall be a violation to:
 - (1) Install, create, erect or maintain any sign in a way that is inconsistent with any approved plan or permit governing such sign or the site on which the sign is located.
 - (2) Install, create, erect or maintain any sign requiring a permit without having first obtained such permit.
 - (3) Fail to remove any sign that is installed, created, erected or maintained in violation of this division or for which the sign permit has lapsed.
 - (4) Install, erect, place, or maintain any sign contrary to the provisions of this division, including any sign or sign structure not allowed within the applicable zoning district.
 - (5) Continue any such violation.
- (c) Each sign installed, created, erected or maintained in violation of this division shall be considered a separate violation, and each day of a continued violation shall be considered a separate violation.
- (d) Any violation of this division or any condition or requirement adopted pursuant to this division may be restrained, corrected, or abated, as the case may be, by injunction or other appropriate proceedings pursuant to law. The remedies of the city shall include but not be limited to the following:
 - (1) Issuing a stop work order for any and all work on any signs on the same site.
 - (2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the violation.
 - (3) For a sign which poses an immediate danger to the public health or safety, taking such measures as are available to the city under the applicable provisions of this division for such circumstances.
- (e) A person in violation of this division shall be subject to prosecution and, upon conviction, shall be punished as set forth in section 1-14 of chapter 1, St. Pete Beach Code of Ordinances.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.19. Adoption of zoning regulations.

The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.11. - General sign requirements

- (a) All new signs shall comply with all applicable Florida Building Code requirements, design requirements, and other applicable requirements.
- (b) Signs and their supporting structures shall maintain clearance and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Placement shall not interfere with natural or artificial drainage or surface or underground water.
- (c) No sign shall be erected so as to obstruct any fire escape, required exit, window, or door opening intended as a means of egress, nor shall it obstruct or interfere with roof access or any opening required for ventilation.
- (d) No sign, portable or otherwise, is to be placed or located to conflict with the intersection visibility requirements of section 6.21 of this Land Development Code.
- (e) All signs shall be installed and constructed in a professional and workmanlike manner and shall be maintained in good and safe structural condition and good physical appearance. All exposed structural components shall be painted, coated, or made of rust or wood rot inhibitive material.
- (f) Signs on public lands. Signs shall not be located on publicly owned land or easements or inside street rights-of-way except signs required or erected by permission of the authorized governmental agency. Such prohibited signs shall include, but not be limited to, handbills, posters, advertisements, or notices that are attached in any way upon lampposts, telephone poles, utility poles, bridges and sidewalks. All signs shall be moved by the owner of the sign at no expense to the applicable governmental jurisdiction when the signs are within any public property including existing rights-of-way. Nothing shall prohibit a duly authorized public official from removing a sign from public property.
- (g) Official signs and notices. Nothing in this division shall be construed to prevent or limit the display of legal notices, warnings, informational, direction, traffic, or other such signs which are legally required or necessary for the essential functions of government agencies.

Section 26.12. - Sign standards in all districts.

All permitted signs shall be subject to the below design requirements:

- (a) All permanent signs shall be compatible with the building(s) to which they relate and with the surrounding neighborhood.
- (b) The placement and location of signs shall not cover or obscure architectural features, finishes, doors, windows, or other elements of the building to which they relate unless designed to be an integral part of that element.
- (c) Freestanding signs.

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- (1) All newly-constructed or substantially-improved freestanding signs shall be monument signs, unless a variance is granted to allow for a freestanding pole sign pursuant to Section 26.7. When a variance is granted to permit a freestanding pole sign, a landscaped area of four feet in depth or the depth of the pole sign's cabinet, whichever is greater, and equal or greater to the width of the pole sign's cabinet, shall be installed beneath the sign. The landscaped area shall be planted and maintained for the life of the sign with groundcover and/or shrubs to provide reasonably complete coverage of the area within one growing season.
 - (2) The materials, finishes and colors of the base of freestanding signs, including monument and-pole base sign, shall match the architectural design of the building on the same site.
 - (3) All freestanding signs shall be placed in a landscaped setting appropriate to the size and scale of the sign.
 - (4) Tenant panels in freestanding signs for a multi-tenant development or shopping center, including those added to existing sign structures, shall be constructed of the same materials and illuminated by the same method.
 - (5) Freestanding signs shall not be permitted within any required side yard adjacent to property in an RU-1, RU-2, RLM-1 or RLM-2 district or within a required front yard established for protection of a right-of-way corridor.
 - (6) A freestanding sign shall not exceed 35 feet in height, or 135 square feet in sign area, in any district. No variance to this regulation may be granted and no variance application to this requirement shall be accepted.
 - (7) A freestanding sign shall not exceed 200 square feet in sign structure area, inclusive of the support structure base, architectural features, and sign area, or 200% of the permitted freestanding sign area in total sign structure area, whichever is less.
- (d) Window signs. One or more window signs may be displayed where attached signs are permitted. Permanent window signs shall not cover more than 50% of any contiguous window surface between frames, exclusive of grilles and muntin, and shall comply with all fire safety codes.
- (e) Projecting signs. Projecting signs shall have a minimum ground clearance of eight (8) feet and shall not project within two (2) feet of any curb.
- (e) Illuminated signs.
- (1) Illuminated signs, in addition to conforming to all other requirements of this division, shall be shielded in such a manner so that no direct source of light is cast into residential properties or into a public street or right-of-way.
 - (2) No sign shall have animated, blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction.
 - (3) Illuminated signs shall not interfere with pedestrian or motorist vision. No colored lights shall be used at any location or in any manner so as to be confused with or construed as traffic control devices. Similarly, no electronic changeable message sign shall be permitted if it may be confused with, construed as, or interfere with traffic control devices.
 - (4) The illumination shall not be reflective or phosphorescent and shall be placed in a manner that will not create a nuisance to other premises or ~~interfere with vehicular movements~~ create a traffic hazard to operators of motor vehicles on public thoroughfares.

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- (5) Externally illuminated signs are preferable to internally illuminated signs. Externally illuminated signs are permitted only with steady, stationary, and shielded lighting directed solely onto the sign from either above or below.
 - (6) Internally illuminated signs or portions of a sign that are internally illuminated shall not be larger than 50 square feet in area.
 - (7) Internally illuminated signs shall be expressly prohibited in the following areas:
 - a. Within 50 feet of a property with a single-family use or zoned for a single-family use;
 - b. Building facades or property frontage adjacent to Corey Avenue in the TC-1 or TC-2 district;
 - b. BR district;
 - c. Traditional hotel district;
 - d. UBV district; and
 - e. Pass-a-Grille Overlay district.

Sec. 26.2513. - All districts Exempt Signs.

The regulations in this division apply in every zoning district in the city, except where otherwise specified or indicated. Sign permits are not required for signs and sign types described and identified in this section, below. The following sign types are exempt from the permitting process and are exempt from other provisions of this division, but are not exempt from the requirements imposed by this subsection or from applicable requirements of this division relating to construction, illumination, placement, safety, and nonconformity, and are not exempt from other regulations related to public health, safety and welfare.

- (a) *Street address signs.* For each parcel within the city, one attached street address sign may shall be displayed for each public street building façade facing the primary street or waterfront. For parcels in residential use, the street address sign shall not exceed two square feet in sign area. For each parcel in nonresidential use, the street address sign shall not exceed six square feet in sign area. The address numbers shall be at least three inches in height if the dwelling or business establishment is located 50 feet or less from the curb or improved right-of-way, at least five inches in height if the dwelling or business establishment is located more than 50 feet from the curb or improved right-of-way, in Arabic numbers, and of contrasting color to background. For any site or parcels subject to a common plan of development on which one or more signs requiring a permit are proposed to be erected, the location, height, and area of street address signs shall be included in sign plan. Address numbers are subject to National Fire Protection Association (NFPA) code, as amended. One additional street address sign may also be located on the monument sign or other sign at the entrance of the development.
- (hb) *Artwork.* Artwork is allowed in all districts, provided it does not contain a commercial message. The portion of the artwork containing a commercial message shall be part of the computation of the allowable sign area, as described in section 26.15.
- (u) *Bus stop informational signs.* Bus stop informational signs up to three square feet in area.
- (m) *Construction signs.* One construction sign shall be allowed on each parcel within the city. Construction signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties.
- (jc) *Flags.* There shall be a maximum of one flagpole and three flags permitted for each parcel in the city. Flagpoles in residential districts shall not exceed 20 feet in height, and flagpoles in nonresidential districts shall not exceed 30 feet in height. The maximum size of such flags shall be as follows: The maximum distance from top to bottom of any flag shall be 20 percent of the total height of the

flagpole, or in the absence of a flagpole, 20 percent of the distance from the top of the flag or insignia to the ground. Flags containing a commercial message shall be part of the computation of the allowable area for freestanding signs.

- (d) Government signs. Informational, directional and regulatory signs located within rights-of-way or on publicly-owned land that are installed by the City or other governmental signs installed with the approval of the City. Official regulatory or warning signs upon any body of water (river, bay, lake, or other body of water) within the limits of the City, informational or directional signs installed by the City or with the approval of the City upon any body of water within the limits of the City in connection with a water path or paddling trail.
- (le) Machinery and equipment signs. Machinery and equipment signs shall be allowed in all districts.
- (bf) Nameplate signs or occupant identification signs. For each residence, business or other occupancy within the city, one nameplate sign may be displayed. For residences the nameplate or occupant identification signs shall not exceed two square feet in sign area. For any nonresidential use, the nameplate or occupant identification sign shall not exceed six square feet in sign area.
- (eg) Noncommercial-onsite Onsite directional signs. ~~Noncommercial-onsite~~ Onsite directional signs, not exceeding four square feet in sign area, shall be allowed on each parcel within the city per sign face.
- (dh) Noncommercial-~~o~~Onsite parking space signs. ~~Noncommercial-~~o~~Onsite~~ parking space number signs, not exceeding one square foot of sign face per sign, shall be allowed on each parcel in noncommercial use having multiple parking spaces onsite. One such sign shall be allowed for each parking space.
- (ei) Noncommercial-~~o~~Onsite marina slip number signs. ~~Noncommercial-~~o~~Onsite~~ marina slip number signs, not exceeding one square foot of sign face per sign, shall be allowed for each marina having marina slips. One such sign shall be allowed for each marina slip.
- (n) Real estate signs. For each parcel within the city, one real estate sign may be displayed on each parcel of land or part thereof that is for sale, lease, or rent; however, when more than one dwelling unit or nonresidential space on a parcel of land is for sale, lease, or rent, there may be one real estate sign for each such unit or space. In addition, waterfront lots may display one additional real estate sign within the required waterfront yard. Real estate signs shall not exceed three square feet in sign area for residential properties, and 16 square feet in sign area for nonresidential properties. The real estate sign shall be removed immediately upon the sale, lease or rent of the real estate that was offered for sale, lease, or rent.
- (kj) Warning signs and safety signs. Warning signs and safety signs, not exceeding four square feet in sign area, shall be allowed in all districts.
- (k) Special event sign. A special event sign may be allowed subject to the conditions of the associated special event permit or City sponsorship conditions, along with any restrictions placed specifically on special event signage within this division. All other restrictions of this division, not specific to special event signs, shall not be applicable.

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- (el) Temporary signs. One temporary sign per property, not exceeding three square feet in area on residential property, and 16 square feet in area on nonresidential property, shall be allowed. Additionally, a number of temporary signs equal to the number of items on the election ballot shall be allowed on both residential and nonresidential property from thirty days prior to an election held in the city to two days following an election held in the city, provided all other restrictions of this sign type are met. A temporary sign for a non-election predictable event shall be posted no more than seven days prior to the event and removed no more than two days following the event. A temporary sign for a non-election unpredictable event shall be removed no more than two days following the

event. This regulation does not pertain to a temporary sign otherwise regulated by a special event permit. Signs may be freestanding or attached wall signs and shall not be of a type prohibited in section 26.5. Temporary signs are further regulated by type as follows:

- (1) *Freestanding temporary signs.* If freestanding, signs shall not exceed three feet in height on residential property and six feet in height on nonresidential property, shall be located outside of the visibility triangle required by section 6.21 of this Code, shall be located outside of any required pedestrian access, public safety access, or parking access or space, and shall be located a minimum of three feet from the sidewalk or curb line on private property.
 - (2) *Attached temporary signs.* If attached, signs shall be erected as permitted for a wall sign and shall not exceed in height the eave or parapet line of the building.
- (f) *Free expression signs.* For each parcel within the city and for each residential unit within a multifamily residence, one free expression sign not exceeding three square feet in sign area may be displayed. The free expression sign may be displayed as an attached sign or as a freestanding sign; if displayed as a freestanding sign, the free standing sign shall not exceed three feet in height. A free expression sign is in addition to any other sign permitted under this Code and is permitted in any zoning district. Only one such sign shall be permitted on each such parcel or each residential unit. The sign must be located within six feet of a building located on the lot or parcel; or if there is no building on the lot or parcel, the sign must be located at least 15 feet from any street.
- (g) *Election signs.* For each lot within the city one election sign for each issue may be displayed. An election sign may be displayed as an attached sign or as a freestanding sign. On parcels that are in residential use, the election sign shall not exceed three square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed three feet in height. On parcels that are in nonresidential use, the election sign shall not exceed 12 square feet in sign area; and, if the election sign is displayed as a freestanding sign on the parcel, the election sign shall not exceed six feet in height. Freestanding election signs shall be set back at least three feet behind the sidewalk or, if there is no sidewalk, ten feet from the edge of pavement. Election signs are prohibited on public property and public right-of-way. An election sign shall be removed within seven (7) calendar days following the election to which it pertains.

For this section, the term lot means: the least fractional part of subdivided lands having limited fixed boundaries and an assigned number, letter, legal description or other name through which it may be identified

- (o) *Temporary garage-yard sale signs.* For each parcel with a lawful residential use, one temporary garage-yard sale sign may be displayed. A temporary garage-yard sale sign shall not exceed four square feet in sign area. A temporary garage-yard sale sign may not be displayed for a period longer than two days during any calendar month and shall be removed upon the conclusion of the sale.
- (p) *Temporary grand opening signs.* For each new business or business name change, one temporary grand opening sign shall be permitted for 30 days after the issuance of an occupational license for the new business or the business name change. A temporary grand opening sign shall not exceed 12 16 square feet in sign area. A temporary grand opening sign may be a temporary covering, such as a toaster cover, sign boot, or sign sock, which covers an existing permitted attached or freestanding sign.
- (q) *Temporary seasonal signage.* During the period November 15 until January 7 each year, each business holding a valid business tax receipt shall be allowed to display one additional sign of the types allowed for the applicable zoning district, excluding freestanding pole or monument signs. Such sign shall not require a permit, but must conform to the dimensional requirements of the code.
- (r) *Window signs.* For each parcel within the city, one or more window signs may be displayed. On parcels that are in residential use, the window sign(s) shall not exceed an aggregate of three square feet in sign

area. On parcels that are in nonresidential use, the window sign(s) shall not be restricted from the date of adoption of this ordinance until December 31, 2012; following which such signage shall not exceed an aggregate of more than 50 percent of any window surface.

- ~~(s) Temporary holiday and seasonal decorations.~~ Temporary holiday and seasonal decorations shall be allowed in all districts.
- ~~(t) Temporary valet parking station signs.~~ One temporary valet parking station sign no more than four square feet in sign area shall be allowed on each parcel. The temporary valet parking station sign shall only be visible during hours that the valet is operating.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 5, 1-10-17)

Sec. 26.4-14. - Prohibited signs.

The following signs and sign types are prohibited within the city limits and shall not be erected. Any lawfully existing permanent sign or sign type which is among the prohibited signs and sign types listed below shall be deemed a nonconforming sign subject to the provisions of section 26.5.

- ~~(a) Billboards; off-site signs.~~
- ~~(ab) Revolving signs; rotating signs.~~
- ~~(be) Flashing signs or, animated signs, multi-prism signs and beacon lights, except when required by the Federal Aviation Administration or other government agency.~~
- ~~(cd) Banners, except those used to advertise approved special events, approved with a special event permit those installed for 30 days after the issuance of a business' tax receipt for a new business, or when used during transitional or emergency events as regulated in Section 26.19. For special events, the banner may not be placed on the property in which the event is to take place more than 21 days prior to the special event. For new businesses, the size of the banner may not exceed the allowance otherwise permitted for attached signage, shall be attached to the building or face of an existing freestanding sign, and shall be secured to resist movement from wind.~~
- ~~(d) Pennants, streamers, and all other fluttering, spinning, or similar type signs and advertising devices.~~
- ~~(e) Wind signs.~~
- ~~(f) Portable signs, other than sandwich board signs as allowed within certain zoning districts pursuant to this division.~~
- ~~(g) Roof signs, other than integral roof signs in nonresidential zoning districts.~~
- ~~(h) Abandoned and discontinued signs, except as temporarily permitted in Section 26.19.~~
- ~~(i) Snipe signs.~~
- ~~(j) Bus bench advertising signs; bus shelter advertising signs.~~
- ~~(k) Signs that emit sound, vapor, smoke, odor, particles or gaseous matter, or project three-dimensional images, holographic images or pyrotechnics, with the exception that signs emitting audible sound erected to accomplish compliance with the Americans with Disabilities Act shall be authorized.~~
- ~~(l) Signs that have unshielded illuminating devices, other than electronic changeable message sign displays permitted in accordance with this division.~~
- ~~(m) Signs that obstruct, conceal, hide or otherwise obscure from view any official traffic or governmental sign, signal or device.~~
- ~~(n) Any attached sign that exceeds 100 square feet in area.~~

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- ~~(o)~~ Any freestanding sign that is higher than 35 feet.
 - ~~(p)~~ Any freestanding sign that exceeds 135 square feet in sign area.
 - ~~(q)~~ Any sign within a sight visibility triangle that obstructs a clear view of pedestrian or vehicular traffic.
 - ~~(r)~~ Any sign in or over the public right-of-way, other than traffic control device signs, bus stop informational signs, warning signs or safety signs except government signs or as otherwise provided by this division.
 - ~~(s)~~ Any sign attached to or painted on a seawall or pier, dock, or tie pole, other than a government sign, warning sign or safety sign, or signs otherwise required by local, state or federal law.
 - ~~(t)~~ Signs in or upon any river, bay, lake, or other body of water within the limits of the City, other than government signs, warning or safety signs or signs otherwise required by local, state or federal law. The City Manager or designee is authorized to remove and dispose of any temporary sign placed within the City right-of-way in violation of this ordinance.
 - ~~(u)~~ 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 limitation of official traffic control device signs, and which is adjacent to the right-of-way of any road, street, or highway.
 - ~~(v)~~ Any sign nailed, fastened or affixed to, hanging from, or painted on any tree or other vegetation, or part thereof (living or dead).
 - ~~(w)~~ Any sign prohibited by state or federal law.
 - ~~(x)~~ Vehicle signs, as defined by this division, and portable trailer signs.
 - ~~(y)~~ Any sign located on real property without the permission of the property owner.
 - ~~(z)~~ Beacons, except as required by federal or state law.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.15. - Methods of Measurement

- (a) Setbacks. Required setbacks for signs in all zoning districts shall be measured from the property line to the nearest part of the sign.
- (b) Height. Height for freestanding signs in all zoning districts shall be computed as the distance from the base of the sign structure at ground level to the highest point of the sign structure. In cases where the ground level, as defined in this section, cannot reasonably be determined, sign height shall be derived on the assumption that the elevation of the ground at the base of the sign is equal to the average elevation at the front property line of the zoning lot.
- (c) Area.
 - (1) Freestanding sign, monument base. Sign area shall be computed as the extreme outer dimensions of the freestanding structure, excluding the support structure base and architectural features. When sign copy has been attached or painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame, that encompasses all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity.

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- (2) Freestanding sign, pole base. Sign area shall be computed as the area enclosed by the smallest single rectangle that will enclose the sign structure, exclusive of poles.
 - (3) Attached sign, single element. Sign area shall be computed within a single perimeter composed of squares or rectangles that enclose the sign structure, background panel, or surface, including sign trim and frame.
 - (4) Attached sign, multiple elements. When signs are constructed of individual elements, such as signs that consist of individual letters or signs have an additional background panel or surface for a logo, the area of all sign elements which together convey a single, complete message, shall be considered as a single sign. Sign area shall be computed by summing the area of each element enclosed by the smallest single rectangle that can be drawn around the complete message of sign copy, background panel or surface, including sign trim or frame.
 - (5) Signs painted directly on walls, awnings, canopies, or other structures. The area of a sign painted directly on a wall, awning, canopy, marquee, or other structure that has not been distinctively painted, textured, or constructed to serve as a background for the sign copy, shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the commercial message, including all sign copy, logos, or other representation or image that directly or indirectly represents a business, product, or other commercial activity. When a sign has been painted on a background panel or area distinctively painted, textured, or constructed to serve as the background for the sign copy, sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the background panel or surface, including sign trim or frame.
 - (6) Window signs. Sign area shall be computed as the area enclosed by the smallest single rectangle that can be drawn around the outside dimensions of the sign display, including sign trim or frame.
 - (7) Double-faced signs. On a sign where two sign faces are back to back and directionally oriented 180 degrees from each other, the sign area shall be computed as the area of one sign face. Where the two faces of a double-faced sign are not equal in size, the larger sign face shall be used in the area computation. Where two sign faces are directionally oriented at an interior angle other than 180 degrees, both sign faces shall be counted toward sign area.

Sec. 26.16. - Adoption of Zoning Regulations

- (a) Intent. It is the intent of this section to regulate signs visible from a public right-of-way in a manner that is consistent with the land use classification which establishes the character of the area in which the signs are located and in keeping with the overall character of the community.
- (b) Adoption of zoning regulations. The boundaries of the various districts shown upon the official zoning map and the regulations of the comprehensive zoning ordinance contained in Land Development Code, governing the use of land and buildings and other matters set forth therein are made part of this division. Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.
- (d) If no height or size restriction is specifically provided regarding any sign located in the City, the height and size restrictions for a structure in the zone in which the sign is located will govern.
- (e) Any building or land use not conforming to the zoning ordinance provisions for the zone in which it is located, shall, nevertheless, comply with all provisions of this division for the zone in which it is located.

- (f) Except as provided in this division, no sign shall be erected, enlarged, reconstructed or structurally altered which does not comply with all the district regulations established by this division for the zoning district in which it is located.

Sec. 26.17. – Permitted signs and standards by zoning districts.

- (a) The following types of signs are permitted for businesses in the Activity Center (AC), Commercial Corridor-1 (CC-1), Commercial Corridor-2 (CC-2), and Institutional (INS) districts, as follows:

<i>Table 26.17.a - Standards for Signs in the AC, CC-1, CC-2, CG-1, CG-2, INS Districts¹</i>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> <u>businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>1 per street frontage, not to exceed a maximum of 2. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>50 ft². When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 100 ft² may be substituted for two freestanding signs of 50 ft² but shall be set back at least ten feet from the front property line.</u>	<u>1 ft² per linear foot of building frontage</u> <u>Not to exceed an aggregate area of 100 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>12 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	<u>=</u>
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

¹ Subject to additional standards set forth in Section 26.18.

- (b) The following types of signs are permitted for businesses in the Boutique Hotel/Condo (B/HC) and Large Resort (LR) districts, as follows:

<i>Table 26.17.b - Standards for Signs in the LR and RFM Districts²</i>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity:</u> <u>businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may</u>	<u>1 per street frontage, not to exceed a maximum of 2, per business frontage. When a zoning lot contains</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>

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<u>choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>		
<u>Maximum Area (per sign)</u>	<u>50 ft². When a zoning lot is permitted more than one freestanding sign along a street frontage, one freestanding sign of 100 ft² may be substituted for two freestanding signs of 50 ft² but shall be set back at least ten feet from the front property line.</u>	<u>1 ft² per linear foot of building frontage</u> <u>Not to exceed an aggregate area of 100 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>12 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

² Subject to additional standards set forth in Section 26.18.

(c) The following types of signs are permitted for businesses in the Resort Facilities Medium (RFM) District, as follows:

<i>Table 26.17.c - Standards for Signs in the RFM District²</i>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>1 per street frontage, not to exceed a maximum of 2, per business frontage. When a zoning lot contains multiple businesses, no more than one freestanding sign may be permitted for each 200 linear feet of lot frontage along any single frontage.</u>	<u>1 per building frontage not to exceed a maximum of 2, or 1 per building frontage per business if in a multi-tenant development.</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>135 ft²</u>	<u>1 ft² per linear foot of building frontage</u>	<u>12 ft²</u>

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		<u>Not to exceed an aggregate area of 100 ft²</u>	
<u>Maximum Height</u>	<u>20 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

² Subject to additional standards set forth in Section 26.18.

- (d) The following types of signs are permitted for businesses in the Town Center Core (TC-1), Town Center Corey Circle and Coquina West (TC-2), Upham Beach Village (UBV), Residential/Office/Retail (ROR), Bayou Residential (BR), and Community Redevelopment District-Eighth Avenue (CRD-EA) districts, as follows:

<i>Table 26.17.d - Standards for Signs in the TC-1, TC-2, UBV, ROR, and CRD-EA³ Districts⁴</i>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity: businesses with less than 200 ft of frontage may choose up to 2 signs; business with 200 to 300 ft of frontage may choose up to 3 signs; businesses with more than 300 ft of frontage may choose up to 4 signs</u>	<u>For street frontages along Gulf Blvd, Boca Ciega, Blind Pass, and Pass-a-Grille Way except for 7th to 9th Avenues: 1</u> <u>For all other streets, including Pass-a-Grille Way between 7th and 9th Avenues: Not permitted</u>	<u>1 per building frontage per business</u>	<u>1 per business</u>
<u>Maximum Area (per sign)</u>	<u>40 ft²</u>	<u>1 ft² per linear foot of building frontage, not to exceed a maximum area of 40 ft²</u>	<u>12 ft²</u>
<u>Maximum Height</u>	<u>8 feet</u>	<u>Shall not appear above the fascia on hip, gable or mansard roofs, or the highest point of the roof inclusive of the parapet on flat roofs.</u>	<u>=</u>
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 with its height.</u>	<u>=</u>	<u>=</u>

³ Subject to additional standards set forth in Division 40, as may be amended.

⁴ Subject to additional standards set forth in Section 26.18.

- (e) The following types of signs are permitted depending on property use in the Residential Urban districts (RU-1 and RU-2), Residential Low Medium districts (RLM-1 and RLM-2) districts, Residential Medium (RM) district, and Downtown Core Residential (DCR) district, as follows:

<u>Table 26.17.e - Standards for Signs in the RU-1, RU-2, RLM-1, RLM-2, RM, DCR, and TH Districts⁵</u>			
<u>Permitted Sign Types</u>	<u>Freestanding Signs</u>	<u>Attached Signs</u>	<u>Projecting Signs</u>
<u>Maximum Quantity: 2</u>	For residential uses: <u>1 subdivision identification sign at the neighborhood entrance. The subdivision identification sign shall be constructed with a monument base.</u> For non-residential uses: <u>1</u>	<u>1 per non-residential parcel</u>	<u>Not permitted</u>
<u>Maximum Area (per sign)</u>	<u>24 ft²</u>	<u>8 ft² or 1 ft² per linear foot of building frontage, whichever is less</u>	<u>=</u>
<u>Maximum Height</u>	<u>6 feet</u>	<u>Shall not appear above the first floor of the building</u>	<u>=</u>
<u>Maximum Width</u>	<u>A freestanding sign shall not have a sign area width that exceeds an aspect of 2:1 compared with its height.</u>	<u>=</u>	<u>=</u>

⁵ Subject to additional standards set forth in Section 26.18.

- (f) Additional restrictions on signage in the Pass-A-Grille Overlay District may be found in Division 20, as may be amended.

Sec. 26.18. - Standards for Specific Sign Types.

In addition to the regulations prescribed by this sign code generally, the following regulations for certain sign types shall apply.

- (a) Electronic message board signs. The following conditions and restrictions shall apply to electronic message board signs:
- (1) Location. Electronic message board signs are only permitted for nonresidential uses on properties adjacent to Gulf Boulevard from 37th Avenue to 75th Avenue. Electronic message board signs shall only be located in a front yard, and in no case shall be closer than 10 feet from the front yard property line.
 - (2) Design. An electronic message board sign shall only be permitted as an integral component of a freestanding sign. The width, depth, and color of the cabinet containing the electronic message board shall be compatible with the design of the primary sign structure.
 - (3) Size. An electronic message board sign shall comprise no more than 50 percent of the overall sign area of the freestanding sign and shall not, in any case, exceed 32 square feet in area.
 - (4) Brightness. Maximum illumination intensity level for electronic message board signs shall not exceed 0.3 foot candles over ambient light when measured at 50 linear feet from the base of the sign.
 - (4) Dwell time. The minimum amount of time that a message or display on an electronic message board sign remains fixed shall be one minute.

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- (5) Static images and messages. The image or message shall be static. There shall be no animation, flashing, scintillating lighting, movement, or the varying of light intensity during the message. Messages or images shall not scroll and shall not give any appearance or optical illusion of movement.
- (6) Default mechanism. The sign shall have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a visible malfunction or failure occurs.
- (7) Electronic message board signs, including LED-type, shall only be permitted as defined above. All other existing nonconforming electronic message board signs shall be subject to the amortization schedule set forth in section 26.6.
- (b) Waterside identification signs. For each parcel within the City with a residential complex or licensed commercial establishment(s) that has at least one façade that can only be viewed from a navigable waterway, one (1) waterside identification sign shall be allowed per such façade. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed eight (8) feet in height and shall not exceed 40 square feet in sign area. A waterside identification sign shall not be illuminated. A waterside identification sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
- (c) Attached menu display signs. For each parcel with either (a) a restaurant without drive-thru service, or (b) with a transient lodging facility that has restaurant facilities open to the general public in addition to registered guests, one (1) attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the signage otherwise allowed pursuant to the other provisions of this division.
- (d) Drive-thru menu signs. For each parcel with a licensed commercial establishment that utilizes a drive-thru lane, one (1) drive-thru menu sign shall be allowed for each drive-thru lane. A drive-thru menu sign may be either a free-standing sign or an attached sign and shall not exceed 40 square feet in sign area and ten (10) feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) Sandwich board/A-frame signs. One (1) sandwich board sign shall be allowed for each licensed commercial establishment. Sandwich board signs shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall not obstruct walkways or fire access, shall have no illumination of any kind, and may be displayed only during the time when the business to which the sign is associated is open to the public. This sandwich board shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) Theater signs. For each parcel with a theater use, one attached sign shall be allowed. An attached theater sign shall be a wall or marquee sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (g) Boat or beach concession signs. Boat or beach concession signs shall only be permitted in the RFM district. Each licensed boat or beach concession rental business operating along the Gulf and on the site of a business having Gulf frontage may be permitted signs as follows:
- (1) Permission required. The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
- (2) Lighted signs. Lighted signs shall be prohibited.

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- (3) Sandwich board signs. Operators may display sandwich board sign ~~on~~ at the building frontage adjacent to the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.
- (i) Maximum area: Eight square feet per face.
 - (ii) Number permitted: One.
 - (iii) Maximum height: Five feet.
 - (iv) Setbacks: 40 feet from the visible water line.
- (4) Tiki hut or ticket office signs. Operators may display signs on the tiki huts or ticket offices as follows:
- (i) Maximum area: Eight square feet per face.
 - (ii) Number permitted: Three per tiki hut; not more than two on one side.
 - (iii) Location: Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
- (5) Operators without a tiki hut or ticket office. Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach, provided such sign is no larger than eight square feet in area per face, five feet in height, located outside of any pedestrian or emergency easement, and is removed from the beach nightly. Signs shall be kept a minimum of 40 feet landward of the visible water line at all times.

Sec 26.19. - Transitional and Emergency Signage

- (a) Notwithstanding any other restriction of this Division, a business' signage that is damaged to less than 50% of its depreciated value, and which is maintained in a safe condition, shall not be considered abandoned during the following circumstances:
- (1) During a declared local state of emergency, retroactive to the date of the emergency event;
 - (2) Following a local state of emergency, for the length of time it takes to restore the business to occupiable pre-damage condition, provided that such restoration does not constitute a substantial improvement and the property is maintained with an active building permit during this timeframe;
 - (3) For 90 days following the completion of work listed in (2), preceding.
- (b) Notwithstanding any other restriction of this Division, a business may have one banner during the following timeframes and subject to the following conditions:
- (1) One banner may be placed in the same location as a permitted attached sign from the date of permit issuance for the attached sign until the sign is installed, not to exceed 180 days. The banner shall be no larger in square footage than the attached sign which is permitted for the location and shall be fastened to the building to resist movement from wind.
 - (2) In addition to other permitted signage, one banner may be permitted per operational business during the declaration of a local state of emergency. The banner shall be no larger in square footage than the size of an attached sign permitted for the business, and shall be removed within seven days following the end of the local state of emergency. The banner shall be fastened to the building containing the business to resist movement from wind.

Sec. 26.26. Residential Zoning Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RU-1, RU-2, RLM-1, RLM-2, RM, Districts. The permanent signs described below require a sign permit:

- (a) — *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) — *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) — *Maximum height.* The monument sign shall not exceed six feet in height.
 - (2) — *Maximum size.* The monument sign shall not exceed 18 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) — *Attached signs.* For each parcel with a lawful nonresidential use within the RU-1, RU-2, RLM-1 and RLM-2 Residential Districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:
 - (1) — *Maximum size.* An attached sign shall not exceed six square feet in sign area.
 - (2) — *Height restrictions.* An attached sign may not appear above the first floor of a building.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.27. RM and DCR Residential Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs are also allowed within RM Residential District. The permanent signs described below require a sign permit:

- (a) — *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any RM or DCR Residential District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) — *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the RM or DCR Residential District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) — *Maximum height.* The monument sign shall not exceed eight feet in height.
 - (2) — *Maximum size.* The monument sign shall not exceed 24 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) — *Attached signs.* For each parcel with a lawful nonresidential use within the RM or DCR districts, one attached sign shall be allowed. The attached sign shall be subject to the following limitations:

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- (1) *Maximum size.* An attached sign shall not have a sign area that exceeds (a) eight square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (2) *Height restrictions.* An attached sign may not appear above the first floor of a building.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.28. ROR Residential/Office/Retail District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the ROR District may have up to three of the following signs in [subsections] (a)–(e) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) *Subdivision monument identification signs.* For each platted subdivision or neighborhood entrance within any ROR Residential/Office/Retail District, one subdivision monument identification sign not exceeding six feet in height and 24 square feet in sign area shall be allowed.
- (b) *Freestanding monument signs.* For each parcel with a lawful nonresidential use within the ROR Residential/Office/Retail District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed ten feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 40 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (c) *Attached signs.* For each parcel with a lawful nonresidential use within the ROR Residential/Office/Retail District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (d) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.
- (e) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.29. RFM Resort Facilities Medium District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, the following permanent signs and temporary signs are also allowed within RFM Resort Facilities Medium District. The permanent signs described below require a sign permit:

- (a) *Freestanding monument signs.* For each parcel with a lawful nonresidential use within any RFM Resort Facilities Medium District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:
 - (1) *Maximum height.* The monument sign shall not exceed 20 feet in height.
 - (2) *Maximum size.* The monument sign shall not exceed 135 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages or more than 400 feet along one street frontage, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
- (b) *Attached signs.* For each parcel with a lawful nonresidential use within the RFM Resort Facilities Medium District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum number.* Up to three attached signs shall be allowed with a combined sign area not exceeding the maximum permitted in paragraph (c)(2); however, in the event the parcel contains a multi-tenant development, each individual business use may have one attached sign.
 - (2) *Maximum size.* An attached sign shall not have a sign area that exceeds one square foot for each linear foot of building frontage.
 - (3) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within RFM Resort Facilities Medium District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) *Attached menu display signs.* For each parcel within RFM Resort Facilities Medium District with (a) a restaurant without drive-thru service or (b) with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within RFM Resort Facilities Medium District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater, subject to a maximum limit of 64 square feet in sign area. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Waterside identification signs.* For each parcel within RFM Resort Facilities Medium District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed

eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (g) ~~Boat or beach concession signs.~~ Each licensed boat or beach concession rental business operating along the Gulf of Mexico and on the site of a business having Gulf frontage may be permitted signs as follows:
- (1) ~~Permission required.~~ The applicant shall provide the city with a letter, granting approval for placement of the signs, from the owner of the real property upon which signs are to be located prior to the issuance of a permit.
 - (2) ~~Advertising permitted.~~ Signs at boat or beach concession rental business licensed sites shall only provide descriptions of the specific activities and services offered at the site where the sign is located. Such signs shall not be permitted to advertise or imply the availability of any activities or services that are not specifically available at the site.
 - (3) ~~Lighted signs.~~ Lighted signs shall be prohibited.
 - (4) ~~Sandwich board signs.~~ Operators may display sandwich board sign on the sandy beach during the hours of business operation in accordance with subparagraphs (i) through (iv) below. Such signs shall be removed from the beach when the business is closed.
 - (i) ~~Maximum area:~~ 12 square feet per face.
 - (ii) ~~Number permitted:~~ One.
 - (iii) ~~Maximum height:~~ Five feet.
 - (iv) ~~Setbacks:~~ 40 feet from the water's edge.
 - (5) ~~Tiki hut or ticket office signs.~~ Operators may display signs on the tiki huts or ticket offices as follows:
 - (i) ~~Maximum area:~~ Eight square feet per face.
 - (ii) ~~Number permitted:~~ Three per tiki hut; not more than two on one side.
 - (iii) ~~Location:~~ Signs may be attached to or painted on the sides of the tiki hut at a point no higher than four feet above the ground, provided however, that one of the signs may be raised and attached at a point on the side of the tiki hut just below the eave of the roof.
 - (6) ~~Operators without a tiki hut or ticket office.~~ Licensed board or beach concession rental businesses that do not use a tiki hut or other structure for their businesses shall be permitted to keep one sandwich board sign on the beach overnight, provided such sign is no larger than eight square feet in area per face and is located or protected so as to not be a hazard to people walking on the beach after dark.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.30. CG-1 Commercial District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the CG-1 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)–(f)):

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- (a) *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) *Attached signs.* Subject to the following:
- (1) *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
- (2) *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within the CG-1 Commercial District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a free-standing sign or an attached sign, and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) *Attached menu display signs.* For each parcel within the CG-1 Commercial District with a restaurant without drive-thru service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (e) *Theater signs.* For each parcel with a theater within the CG-1 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) *Waterside identification signs.* For each parcel within the CG-1 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.31. CG-2 Commercial District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the CG-2 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)–(f)):

- (a) *Freestanding monument.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front

yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.

(1) — *Maximum height.* The monument sign shall not exceed eight feet in height.

(2) — *Maximum size.* The monument sign shall not exceed 50 square feet in sign area.

(3) — *Setback.* The sign shall be set back at least ten feet from the property line.

(b) — *Attached signs.* Attached signs shall be subject to the following limitations:

(1) — *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.

(2) — *Height restrictions.* An attached sign may not appear above the second floor of a building.

(c) — *Attached menu display signs.* An attached menu display sign shall not exceed 12 square feet in sign area.

(d) — *Theater signs.* For each parcel with a theater within the CG-2 Commercial District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(e) — *Waterside identification signs.* For each parcel within the CG-2 Commercial District with a residential complex, business property or shopping center theater that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed eight feet in height and shall not exceed 20 square feet in sign area. A waterside identification sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

(f) — One sandwich board sign or one designer sign, subject to the following:

(1) — *Sandwich board*— Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.

(2) — *Designer sign*— Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.32. INS Institutional District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each institution may choose up to three signs from [subsections] (a)–(c) below, subject to the limitations for each sign:

(a) — *Freestanding monument signs.* For each parcel with a lawful nonresidential use within any INS Institutional District, one freestanding monument sign shall be allowed. The freestanding monument sign shall be subject to the following limitations:

(1) — *Maximum height.* The monument sign shall not exceed eight feet in height.

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- (2) *Maximum size.* The monument sign shall not exceed 50 square feet in sign area. However, in the event that the parcel is greater than one acre in size and has two street frontages, two freestanding monument signs shall be allowed, but each freestanding monument sign shall be subject to the maximum height and maximum size criteria described above.
 - (b) *Attached signs.* For each parcel with a lawful nonresidential use within the INS Institutional District, attached signs shall be allowed. Attached signs shall be subject to the following limitations:
 - (1) *Maximum number.* Only one attached sign shall be allowed.
 - (2) *Maximum size.* An attached sign shall not exceed a sign face area equal to (a) 24 square feet or (b) one square foot for each linear foot of building frontage, whichever is less.
 - (3) *Height restrictions.* An attached sign may not appear above the first floor of a building.
 - (c) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and shall not be placed in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.33. TC-1 and TC-2 Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the TC-1 or TC-2 District may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign. One of the allowable signs may be internally illuminated subject to section 26.23. Such signs shall not be located on any building façade or property frontage adjacent to Corey Avenue.

- (a) One sandwich board sign or one designer sign, subject to the following:
 - (1) *Sandwich board*—Shall be located in front of the storefront for which it advertises and will not be placed in the right-of-way, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) *Designer sign*—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.
- (b) A marquee or canopy sign;
- (c) A menu display sign;
- (d) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;
- (e) A wall sign, provided the sign is not internally illuminated, unless such sign is on a parcel which abuts Gulf Boulevard south of 76th Avenue, in which case internal illumination shall be allowed. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 50 square feet.

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- (f) — A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than eight feet in height, does not block any pedestrian walkway, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback.
 - (g) — *Waterside identification signs.* For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a free-standing sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in area.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 6, 1-10-17)

Sec. 26.34. LR and BHC Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the LR or BHC District that has an exclusive entrance to the interior of the building from the exterior of the building may have up to three of the following signs in [subsections] (a)–(e) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four from [subsections] (a)–(e) below):

- (a) — A marquee or canopy sign;
- (b) — A menu display sign;
- (c) — A wall sign. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 70 square feet.
- (d) — Up to two freestanding monument signs, provided that the sign face does not exceed 50 square feet in area, is not taller than 12 feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area, but shall not exceed eight feet in height. However, this sign shall be counted as two of the four permitted.
- (e) — One sandwich board sign or one designer sign, subject to the following:
 - (1) — *Sandwich board* — Shall be located in front of the storefront for which it advertises and will not be located in the right-of-way, shall not be placed within the visibility triangle required for intersections at streets and driveways as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) — *Designer sign* — Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.35. CC-1 and CC-2 Districts.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business may have up to three of the following signs in [subsections] (a)–(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose to four signs from [subsection] (a)–(f):

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- (a) Freestanding monument signs. Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area, is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed eight feet in height. However this sign shall be counted as two of the three or four permitted.
 - (b) A marquee or canopy sign;
 - (c) A menu display sign not to exceed 12 square feet;
 - (d) A projecting sign, provided that the sign is no larger than 12 square feet in area does not project within two feet of any curb and has a minimum ground clearance of seven feet;
 - (e) Wall signs subject to the following:
 - (1) *Maximum size.* A wall sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) Internally illuminated signs are discouraged but not prohibited. Externally illuminated signs are preferable with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.36. CRD-EA District.

Each business with its own exterior entrance may have up two signs per frontage from the following list:

- (a) One projecting sign not to exceed 12 square feet and shall have a minimum clearance from the sidewalk of 7.5 feet.
- (b) One attached sign, which may include a wall sign, a canopy, or a marquee sign; the attached sign may not be larger than one square foot for every linear foot of building frontage.
- (c) One sandwich board sign or one designer sign, subject to the following:
 - (1) Sandwich board—Shall be located in front of the storefront for which it advertises and will not be placed in the right-of-way such that the sidewalk width would be less than 48 inches, not be placed within the visibility triangle required for intersections at streets and driveways, as required by this Code, be no larger than five feet in height and 12 square feet in area per face, shall have no illumination of any kind, and may be displayed only during the time when the business is open to the public.
 - (2) Designer sign—Shall not be located on public right-of-way or within the visibility triangle required by this Code and shall be no larger than five feet tall by three feet wide by three feet deep.
- (d) All other signs are prohibited.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.37. UBV District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the UBV District may have up to three of the following signs in [subsections] (a)—(d) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) — A marquee or canopy sign;
- (b) — A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;
- (c) — A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;
- (d) — A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than five feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.38. AC District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the AC District may have up to three of the following signs in [subsections] (a)—(f) below, subject to permit approval and compliance with the conditions for each type of sign (businesses with more than 300 feet of frontage may choose up to four signs from [subsections] (a)—(f)):

- (a) — *Freestanding monument signs.* Up to two freestanding monument signs are permitted, provided that the sign face does not exceed 50 square feet in area is not taller than eight feet in height, and is not located within the visibility triangle as required by this Code. The sign may be located within the front yard setback but shall be located at least ten feet from the front lot line, and shall not be located within any easement dedicated for pedestrian or utility improvements. If the business owner chooses to have one monument sign instead of two, the sign may be up to 100 square feet in area but shall not exceed eight feet in height. However, this sign shall be counted as two of the three or four permitted.
- (b) — *Attached signs.* subject to the following:
 - (1) — *Maximum size.* An attached sign shall not exceed a sign face area equal to one square foot for each linear foot of building frontage.
 - (2) — *Height restrictions.* An attached sign may not appear above the second floor of a building.
- (c) — *Drive-thru menu signs.* For each parcel with a lawful nonresidential use that utilizes a drive-thru lane within the AC District, one drive-thru menu sign shall be allowed for each drive-thru lane. An allowed drive-thru menu sign may be either a freestanding sign or an attached sign and shall not exceed 40 square feet in sign area and ten feet in height. Drive-thru menu signs shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (d) — *Attached menu display signs.* For each parcel within the AC Commercial District with a restaurant without drive-thru service or with a transient lodging facility that has restaurant facilities open to the general public, one attached menu display sign shall be allowed. An attached menu display sign shall be

a wall sign not exceeding 12 square feet in sign area. An attached menu display sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.

- (e) ~~Theater signs.~~ For each parcel with a theater within the AC District, one attached theater sign shall be allowed. An attached theater sign shall be a wall sign not exceeding 15 square feet in sign area for each auditorium within the theater. An attached theater sign shall be in addition to the freestanding and attached signage otherwise allowed pursuant to the other provisions of this division.
- (f) ~~Waterside identification signs.~~ For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

In addition to the number and types of signs listed in [subsections] (a)–(f) above, multi-tenant shopping centers in the AC District may have one additional monument sign listing each individual tenant all within the same sign face. The sign shall be no taller than ten feet and no larger than 100 square feet per sign face. The sign shall not be located within any setback or within any pedestrian or utility easement.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.39. BR District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the BR District may have up to three of the following signs in [subsections] (a)–(e) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) ~~A marquee or canopy sign;~~
- (b) ~~A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;~~
- (c) ~~A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage per business not to exceed a total of 40 square feet;~~
- (d) ~~A freestanding monument sign, provided that the sign face does not exceed 40 square feet in area, is not taller than five feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign but the lighting shall not shine directly onto adjacent properties or onto the right-of-way.~~
- (e) ~~Waterside identification signs.~~ For facades of a building that can only be viewed from a navigable waterway, one waterside identification sign shall be allowed. A waterside identification sign may be either a freestanding sign or an attached sign. A waterside identification sign shall not exceed 40 square feet in sign area.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.40. Traditional Hotel District.

In addition to the permanent and temporary signs and sign types that are allowed pursuant to section 26.25, each business within the THD District may have up to three of the following signs in [subsections] (a)–(d) below, subject to permit approval and compliance with the conditions for each type of sign:

- (a) A marquee or canopy sign;
- (b) A projecting sign, provided that the sign is no larger than 12 square feet in area, does not project within two feet of any curb, and has a minimum ground clearance of seven feet;
- (c) A wall sign, provided the sign is not internally illuminated. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The area of the sign may be one square foot for every linear foot of building frontage, per business, not to exceed a total of 40 square feet;
- (d) A freestanding monument sign, provided that the sign face does not exceed 20 square feet in area, is not taller than four feet in height, does not block any pedestrian walkway and is not located within the visibility triangle as required by this Code. The sign may be externally illuminated with lighting from above or below casting light on the sign, but the lighting shall not shine directly onto adjacent properties or onto the right-of-way. The sign may be located within the front yard setback.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13)

Sec. 26.41. Pass-a-grille overlay district.

All signs shall be allowed in accordance with the underlying zoning district's permitted signage, except that internally illuminated signage shall be expressly prohibited.

(Ord. No. 2016-24, § 7, 1-10-17)

Sec. 26.4220. - Severability.

- (a) *Generally.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division.
- (b) *Severability where less speech results.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.34(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division, 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.* Without diminishing or limiting in any way the declaration of severability set forth above in subsection 26.35(a), or elsewhere in this division, this Code, or any adopting ordinance, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division or any other law is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division

that pertains to prohibited signs, including specifically those signs and sign-types prohibited and not allowed under section 26.4 of this division. Furthermore, if any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4 is declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect any other part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of section 26.4

- (d) *Severability of prohibition on billboards.* If any part, section, subsection, paragraph, subparagraph, sentence, phrase, clause, term, or word of this division and/or any other code provisions and/or laws are declared invalid or unconstitutional by the valid judgment or decree of any court of competent jurisdiction, the declaration of such unconstitutionality shall not affect the prohibition on billboards as contained herein.

(Ord. No. 2013-14, § 1(Exh. A), 4-23-13; Ord. No. 2016-24, § 7, 1-10-17)

Editor's note(s)—Ord. No. 2016-24, § 7, adopted Jan. 10, 2017, added § 26.41 and in so doing renumbered § 26.41 as 26.42, as set out herein.



Ordinance 2025-10:
Sign Ordinance
(Second Reading)

Changes from First Reading - Directed

- As directed, Staff has modified the following:
 - Lowered height and square footage of signage to match the highest existing in the grouped category:
 - Commercial & Gulf Blvd Resort Districts: 50-100 sq. ft. & 12 ft. tall monument signs.
 - Downtown and Lower-intensity MU Districts: 40 sq. ft. & 8 ft. tall monument signs.
 - Removed pole signs as a permitted sign type, but preserved right to request variance to install one.
 - Increased compliance timeframe for sign maintenance in non-emergency situations from two days to ten.
 - Reduced number of election season temporary signs to the number of items on the election ballot (from “unlimited”).

Changes from First Reading – Staff Modified

- Staff has made the following supplemental modifications:
 - Set a maximum sign structure area of 200 sq. ft. or 200% of freestanding sign area.
 - Removed monument signs as permitted along Pass-A-Grille Way between 7th and 9th Avenues.
 - Restored depreciation compliance standard to 50% (current standard) from 25%.
 - Changed state of emergency banner provision and waiver of sign code compliance for well-maintained signs from “pre-storm” to “pre-damage”.

Examples



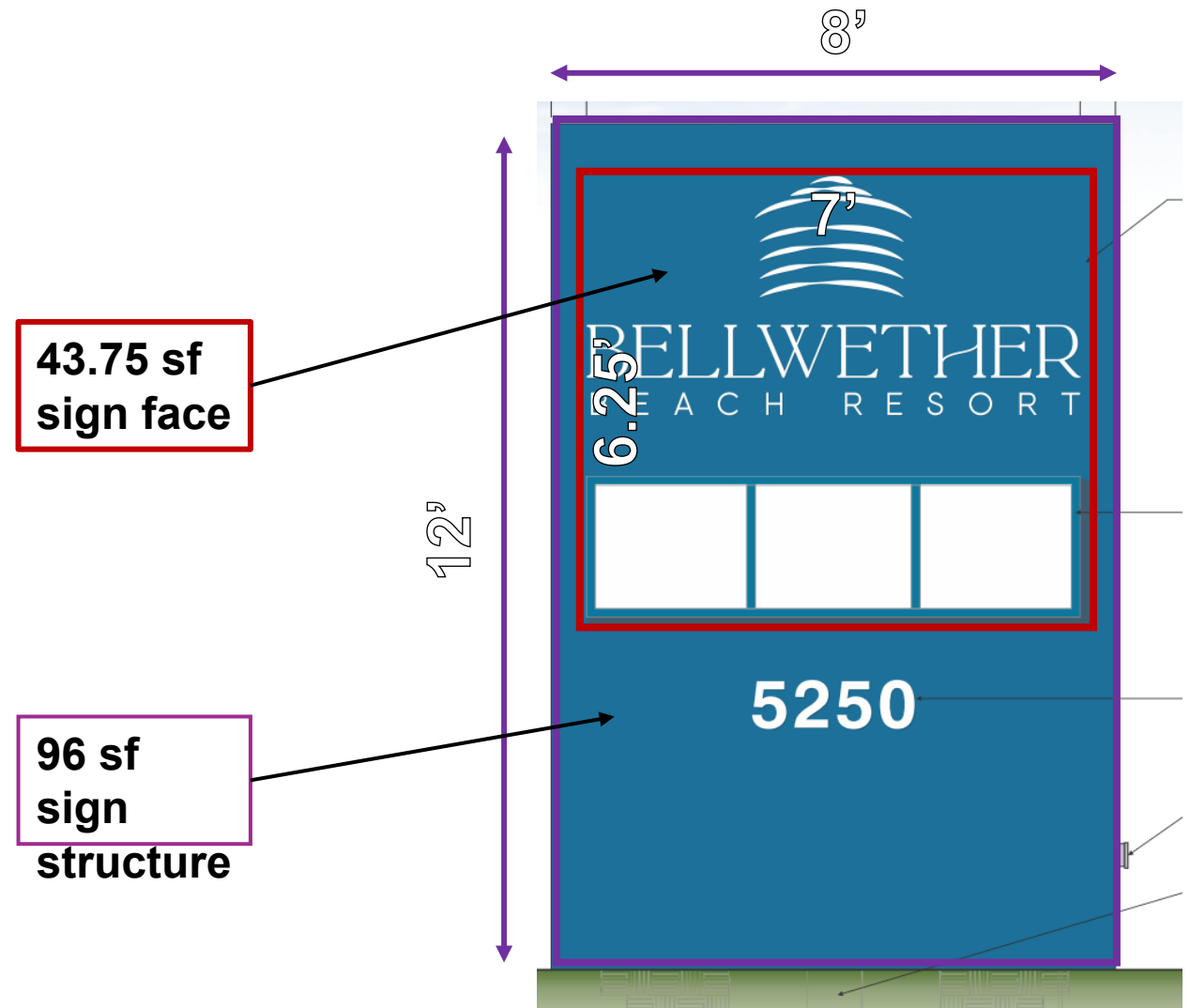
Sign
area

Sign structure
area



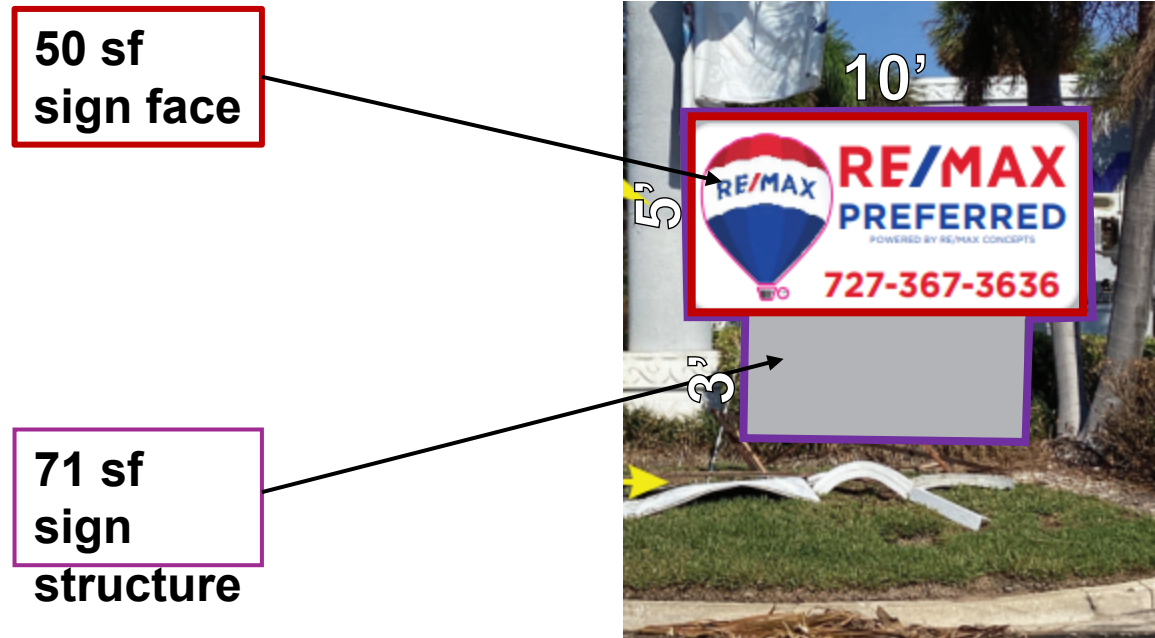
Recent Approved Example: Bellwether

LR District - Compliant



Recent Approved Example: Re/Max

AC District: Compliant



Disaster Provisions

- The current proposal provides extended timeframes for retention of well-maintained nonconforming signs during a state of emergency when a business is not occupied.
- Current proposal also allows a banner as an additional sign when a business is occupied during a state of emergency.
- These provisions are tied to a local state of emergency, not property-level disaster events (e.g. fire).
- Language would need to be modified if the intent is to provide relief to businessowners following a property-level event.

Motion Request

“Motion to adopt Ordinance 2025-10”.

Alternatives:

“Motion to [adopt with modifications/deny/continue to [specify date certain]] Ordinance 2025-10.”

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of Sec. 166.041(4), Fla. Stat. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City of St. Pete Beach has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by Sec. 166.041(4), Fla. Stat. will be provided in the “Business Impact Estimate” section below. In addition, even if one or more exemptions are identified, the City of St. Pete Beach may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance’s title/reference:

AN ORDINANCE OF THE CITY OF ST. PETE BEACH, FLORIDA FOR THE PURPOSE OF ADOPTING AMENDMENTS TO LAND DEVELOPMENT CODE DIVISION 26 SECTIONS 26-1 THROUGH 26- 42 ENTITLED SIGN ORDINANCE TO ENSURE CONTENT-NEUTRAL SIGN DEFINITIONS, STANDARDS, REGULATIONS AND REQUIREMENTS, AND ADOPTING AMENDMENTS TO THE REQUIREMENTS FOR PERMITTING, ENFORCEMENT, AND MAINTENANCE FOR NEW, EXISTING AND NONCONFORMING SIGNS IN ALL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; CORRECTION OF SCRIVENER’S ERROR; CONSTRUCTION; PUBLICATION; AND AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
 - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The City of St. Pete Beach hereby publishes the following information:

- 1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

This Ordinance is primarily intended to a) eliminate content-based signage regulations in the City's sign code ordinance that are based upon categorization, speakers, or events, and b) Pare down the number of sign code district groupings to provide for more clarity for businessowners. Its public purpose includes eliminating existing regulations that are not compelling or narrowly-tailored restrictions on speech as communicated through signage, provide consistency and a greater understanding of the City's sign regulations for those who are most likely to take advantage of them, and to better standardize the type of signs available to businessowners based upon property use.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:**

- (a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:**

There are no immediate and direct compliance costs associated with this ordinance. The only scheduled amortization remains a requirement to bring existing, nonconforming electronic message board signs into compliance by 2027, which was adopted in 2017 and remains unaltered. The first draft included a lower threshold of 25% for signage deterioration before any nonconforming sign is required to be brought into compliance with the current sign code, but this has been removed due to the expected impact of Senate Bill 180, retaining the currently-adopted threshold of 50%.

Businessowners are provided modest additional benefits from this ordinance, including a loosening of restrictions on banners in the wake of a local state of emergency. Those businessowners in zoning districts that originally had greater restrictions on freestanding or attached sign area or height compared with others those zoning districts are now grouped with have also received a modest benefit as each zoning district grouping is standardized to the highest currently-allowable square footage and area for the specified sign type in that grouping.

Those businessowners with less than 200 feet of frontage have a reduction in the number of wall and/or freestanding signs that they can place on their business,

from three under the current code regulations to two under the proposed regulations. However, all businessowners are now permitted one sandwich board sign, which is currently regulated as one of the three permissible sign types, so the total number of signs permitted for a business has not changed. Additionally, the City has extended allowable signs for specified uses City-wide, which increases the number of signs permitted for water-fronting businesses, theatres, restaurants, and other specified uses.

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

There are no direct fee increases associated with this ordinance. The City currently collects the cost of building permits and a \$25 sign permit fee when reviewing new signage requests. That is not proposed to change under this Ordinance.

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs:

There are no direct additional regulatory costs expected to be associated with this ordinance. Through this ordinance the City will be codifying in its Land Development Code timeframes for repair or removal of poorly-maintained signage, including when that disrepair constitutes an emergency situation, but this is not reducing compliance.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

All businesses in the City will be impacted by this ordinance. Staff finds the impact to businesses with 200 or more feet of frontage to be neutral to modestly positive in terms of the number and size of signs permitted. Businesses with less than 200 feet of frontage will be required to consolidate freestanding signs when part of a shopping center and may be permitted one fewer wall or freestanding sign, but will gain a sandwich board sign as an allowable sign as well as any additional signs afforded by their use.

4. Additional information the governing body determines may be useful (if any):

Not applicable.

Note: The City's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business

impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions below shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Sec. 166.041(4), Fla. Stat., Sec. 166.0411, Fla. Stat., or any other relevant provision of law.