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June 23, 2010

VIA UPS (727) 893-7401

John C. Wolfe, Esq.
City Attorney
City of St. Petersburg, Florida
One 4th Street North
St. Petersburg, FL 33701

Re: Proposed Digital or Electronic Off-Premise Sign Ordinance and Related Billboard Relocation and Reconstruction Agreement

Dear Mr. Wolfe:

Our firm represents Clear Channel Outdoor, Inc., and we have been provided for review copies of the proposed ordinance addressing matters related to digital or electronic off-premise signs ("Ordinance") and the related Billboard Relocation and Reconstruction Agreement ("Agreement").

Enclosed you will find redlined versions of each of these documents which provide proposed revisions. I recently assisted Clear Channel in its negotiations with the City of Tampa which resulted ultimately in the approval of a digital ordinance. With these and other recent similar negotiations in mind, I have attempted to strike the appropriate balance in our revisions between the interests of the City and sign owners. To that end, we have attempted to limit our revisions to those that address business points, clarify ambiguities as to parties' rights and responsibilities, or provide required legal protections. To assist your review I have also attached to this letter a bullet point summary of the more substantial of the proposed revisions.

Tom O'Neill of Clear Channel and I would greatly appreciate the opportunity to meet with you and appropriate members of the planning department to discuss our comments. Please let me know when your team would be available and I will coordinate with Tom on our end. Please do not hesitate to call with any questions as you review these materials. I look forward to working with you on this matter.

Sincerely,

Robert H. Gebaide

cc: Tom O'Neill, Clear Channel Outdoor, Inc. (w/enc.)

Summary of Proposed Revisions

I. Ordinance.

a. Section One - Revised definition to incorporate language that is more generally used in such ordinances.

b. Section Two - Revised definitions to make clear that digital or electronic off-premise signs which are constructed and operated in accordance with the Sign Code are not included within these three types of prohibited signs.

c. Section Three.

1. Revised introductory paragraph to delete language that would result in making all signs illegal and the ordinance void in the event that any sign agreement is found invalid. Clear Channel cannot accept this language as it is being asked to remove 80 signs as part of the proposed agreement. In order to enter into any agreement, Clear Channel must be afforded the ability to rely on the terms of its agreement and the ordinance. As drafted, the failure of another party's sign agreement for any purpose would void and repeal the entire ordinance and the rights of all parties under separate agreements – far too severe a result.

2. Revised introductory paragraph to confirm that signs approved pursuant to an agreement are lawful, conforming signs.

3. Clarified language relating to location and distance separation. I noted that the road list in the ordinance and the agreement was different. Accordingly, this list should be further reviewed. Also, since the agreement will specifically identify the locations of digital or electronic off-premise signs, as we noted below, we have deleted the road list from the agreement as it is no longer necessary.

4. Separation. Deleted language related to driver ability to see more than one sign at a time. The separation requirements appropriately address any concerns on their own.

5. Revised measurements so that it reflects the active copy area, a more appropriate measurement for such signs.

6. Height. Revised to allow converted signs to be reconstructed or replaced at the height of the existing sign. New signs will be at the 25' maximum height. Also provide for confirmation of right to rebuild sign structure such that it can physically support and incorporate the electronic or digital off-premise sign.

7. Deleted prohibition on personalization or interactivity due to broadness of proposed language.

8. Clarified that signs may be internally or externally illuminated and provided that brightness standard is measured at 250' perpendicular from the sign face.

9. Deleted overly subjective standards from brightness provisions, and included provisions as to operation of signs in the event of a violation.

10. Deleted entirety of provision attempting to regulate the content of the message.

11. Replaced language relating to public service messaging with language acceptable to Clear Channel. More detailed standards are included in the proposed agreement.

12. Provided for general statement as to any conflicts between the general off-premise sign regulations and the new regulations.

II. Billboard Relocation and Reconstruction Agreement.

a. Recitals - Minor revision to recital language.

b. Section 2.

1. Provided for a definition of "Eliminated Signs" which reflects those signs specifically identified on the exhibit for removal.

2. Eliminated language that would initially appear to change a property owner's permitted use of property under the zoning code by the simple removal of a sign under the proposed agreement. Clear Channel cannot agree to any such language that would appear to infringe on third parties' rights.

c. Section 3.

1. Provided for the ability to reconstruct sign structures to support the converted signs, as noted above.

2. Provided for Clear Channel's ability to immediately submit for sign permits, but subject to the City's ability to withhold issuance of permits until signs are removed. Due to issues with other local governments withholding permits post-removal, when such a significant commitment is being made as to removal, it is not imperative that Clear Channel have certainty that the sign permits meet all applicable codes and regulations and will be issued by the City subject only to the removal of signs.

3. Deleted list of permitted roadways and replaced same with specific list of approved locations.

4. Provided for revised commitments relative to public service announcements.

d. Section 6 - Provided for a maximum dollar contribution for fees and expenses associated with the applicable signs (dollar amount to be determined based on our further discussions).

e. Section 19 – Added clause providing that in the event of any public records dispute, the City's right to terminate the agreement is abated while Clear Channel seeks a court's guidance on such matters.

f. Section 26 - Revised characterization of referenced federal study of driver behavior related to digital billboards.

Prepared by and after
recording return to: _____

BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

This Billboard Relocation and Reconstruction Agreement ("Agreement") is made this _____ day of _____, 20__, by and between the **CITY OF ST. PETERSBURG** (the "**City**"), a municipal corporation existing under the laws of the State of Florida, and **CLEAR CHANNEL OUTDOOR, INC.** ("**CC Outdoor**"), a Delaware corporation.

WHEREAS, CC Outdoor is the owner of one hundred thirty two (132) off-premise signs (collectively, the "Existing Signs") located within the municipal limits of the City; and

WHEREAS, the City's Land Development Regulations restrict the erection and maintenance of off-premise signs; and

WHEREAS, the Existing Signs owned by CC Outdoor were lawfully permitted and erected in conformity with the Land Development Regulations then in effect; and

WHEREAS, some or all of CC Outdoor's Existing Signs no longer conform to current standards for off-premise signs but are allowed to remain as non-conforming signs under the City's current Land Development Regulations; and

WHEREAS, pursuant to Section 70.20, Florida Statutes ~~Section 70.20,~~ cities are encouraged to enter into relocation and reconstruction agreements with owners of lawfully erected off-premise signs; and

WHEREAS, pursuant to ~~Florida Statutes~~Section 16.41.120.15 of the City of St. Petersburg City Code and Section 70.20, Florida Statutes, the City and CC Outdoor propose to enter into this Relocation and Reconstruction Agreement providing for CC Outdoor's permanent removal of eighty (80) Existing Signs ~~in exchange for the right to replace its~~as a condition to CC Outdoor reconstructing or replacing CC Outdoor's remaining off-premise signs (collectively, the "Remaining Signs") with digital or electronic off-premise signs at a ratio of one (1) digital sign for each ten (10) existing sign faces removed, with a maximum total of eight (8) digital or electronic off-premise signs permitted; and

WHEREAS, any digital or electronic off-premise signs will be subject to the City's regulations for such signs; and

WHEREAS, the City finds that a permanent reduction in the number of off-premise signs located within the municipal limits of the City furthers the substantial public interests in public safety and beautification of the City's roadways, is in the best interest of the City and its citizens, and constitutes a public purpose;

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree to the following provisions:

1. **Recitals**. The foregoing recitals are true and correct, express the intent of the parties, and are incorporated herein as contractual terms. All exhibits to this Agreement are essential to this Agreement and are hereby deemed a part hereof.

2. **Removal of Existing Signs**. CC Outdoor is the owner of one hundred thirty-two (132) Existing Signs in the locations shown on composite Exhibit A, attached hereto and made a part hereof. Within two (2) years from the date this Agreement is fully executed by the parties ("Execution Date"), CC Outdoor shall obtain demolition permits for eighty (80) of the Existing Signs, ~~shall demolish those eighty (80) signs~~as more particularly shown on Exhibit "B" attached hereto and made a part hereof~~.~~ (collectively, the "Eliminated Signs"), shall demolish the Eliminated Signs, and shall remove all debris from the properties upon which ~~such signs~~the Eliminated Signs are located and dispose of same in accordance with applicable regulations. ~~The eighty (80) Existing Signs to be demolished are shown in Exhibit B, attached hereto and made a part hereof.~~ Each sign face qualifies as an Existing Sign, so that the removal of a structure with two (2) sign faces that is constructed in a fixed, back-to-back, or "V" configuration qualifies as the removal of two (2) Existing Signs. However, all sign faces shall be removed from an existing structure in order for each removed face to qualify as a removed or demolished sign. CC Outdoor shall complete the demolition and removal of any forty (40) of the ~~eighty (80) Existing Signs to be permanently removed under this Agreement~~Eliminated Signs before the City will issue any permits necessary to replace a Remaining Sign with a ~~static,~~ digital~~,~~ or electronic off-premise sign ~~("Replacement Sign"),~~ as set forth in Paragraph 3 below. ~~Upon completion of the demolition, removal, and disposal of any Existing Sign that is conforming or non-conforming under the current Land Development Regulations and is not replaced by a Replacement Sign as authorized by this Agreement, the property upon which the conforming or non-conforming Existing Sign was located shall no longer include off-premise signs as a permitted structure.~~ CC Outdoor specifically agrees that it will not own, lease, maintain, operate, or replace any off-premise signs~~, other than signs replaced or rebuilt as authorized under this Agreement,~~ on the parcels from which ~~conforming or non-conforming Existing Signs are removed~~an Eliminated Sign is removed (other than those off-premise signs which will remain pursuant to this Agreement or those which may be later owned by a third party and subsequently acquired by CC Outdoor).

3. **Replacement Signs**. Following the removal of ~~eighty (80)~~all of the ~~Existing~~Eliminated Signs, ~~the~~CC Outdoor will own fifty- two (52) Remaining Signs ~~shall be the maximum number of off-premise signs that CC Outdoor may own, lease, operate, maintain, or replace~~ within the City's municipal limits. Each remaining sign face qualifies as a Remaining Sign, so that ~~a structure with~~ two (2) sign faces that ~~is~~are constructed on a single structure in a fixed, back-to- back, or "V" configuration qualifies~~y~~ as two (2) Remaining Signs. At a ratio of one (1) digital or electronic off-premise sign for each ten (10) ~~existing signs~~Eliminated Signs actually removed, CC Outdoor shall have the right to replace a maximum of eight (8) of its Remaining Signs with digital or electronic off-premise signs, each ~~having a digital changeable face capable of using digital changeable message technology to display advertising or other content,~~ subject to the City's regulations for such signs. The locations of these eight (8) digital ~~sign faces or~~ electronic off-premise signs (the "Replacement Signs") are shown in Exhibit C, which is attached hereto and made a part hereof. ~~Each digital changeable face qualifies as a Replacement Sign under the terms of this Agreement. However, each advertising face within a digital changeable face shall not be counted as an additional Replacement Sign.~~ Structures upon which Replacement Signs will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the electronic or digital off-premise sign. Accordingly, upon CC Outdoor's replacement of the maximum number of Remaining Signs with digital or electronic off-premise signs, eight (8) of CC Outdoor's fifty-two (52) Remaining Signs will be digital or electronic off-premise signs.

A. **Permits and Construction**. CC Outdoor shall be responsible for obtaining all required permits to construct, install, relocate, maintain, and/or operate the Replacement Signs, including all required permits from the Florida Department of Transportation. ~~In~~CC Outdoor may apply for permits necessary for the construction, installation, relocation, maintenance, and/or operation of a Replacement Sign at any time; however, in no event shall the City issue a permit necessary for the construction, installation, relocation, maintenance, and/or operation of a Replacement Sign until CC Outdoor has demolished, removed, and disposed ~~of a minimum~~ of forty (40) of the ~~eighty (80) Existing Signs to be permanently removed pursuant to this Agreement~~Eliminated Signs. The City shall, upon CC Outdoor's request, review the permit application and confirm for CC Outdoor that all requirements for the issuance of the permit have been met other than~~Upon completion of~~ the demolition, removal, and disposal of Eliminated Signs. After CC Outdoor has demolished,

removed, and disposed of such forty (40) ~~Existing~~Eliminated Signs, ~~it may apply to~~ the City ~~for any~~may issue the permits necessary to install a ~~r~~Replacement ~~s~~Sign(s). However, at no time shall the ratio of permanently removed ~~static off-premise signs~~Eliminated Signs to constructed digital or electronic off-premise signs be less than ten (10) to one (1). The City shall issue such permits within thirty (30) days after CC Outdoor's submission of permit applications that are complete and demonstrate compliance with all applicable requirements~~.~~, including removal requirements. CC Outdoor shall complete the demolition, removal, and disposal of all of the ~~eighty (80) Existing~~Eliminated Signs to be permanently removed within two (2) years from the Execution Date of this Agreement. If at the end of the two year period, all ~~eighty (80) Existing~~of the Eliminated Signs to be permanently removed have not been completely removed, then CC Outdoor shall cease construction on any pending Replacement Signs and the City shall suspend permits for said Replacement Signs. Such permits shall be reinstated and construction may begin again once the City has adequately verified that all ~~eighty (80) Existing~~of the Eliminated Signs to be permanently removed have been completely removed. CC Outdoor shall have no obligation to construct Replacement Signs within any specified period of time.

B. **Description**. Except as otherwise stated in this Agreement, ~~any~~permit applications for Replacement Signs shall meet all requirements~~, as they now exist or may hereafter be amended,~~ of the City of St. Petersburg City Code, including the Land Development Regulations, and all applicable laws and regulations of the State of Florida, including but not limited to the Florida Statutes, the Florida Building Code, and all applicable regulations of the Florida Department of Transportation.

C. **Locations**. Replacement Signs shall be restricted to ~~signs facing the following roadways:~~

~~1. Static off-premise signs may only be converted on (a) interstates currently designated as I-175, I-275, and I-375, (b) Roosevelt Boulevard between Ulmerton Road and 4th Street North, (c) Tyrone Boulevard between Park Street and 58th Street North, and (d) 34th Street.~~

~~2. Digital or electronic off-premise signs may only be located as shown on Exhibit C. The total number of digital sign faces shall not exceed eight (8)~~the locations shown in Exhibit C, which is attached hereto and made a part hereof. The City acknowledges and agrees that such locations meet all requirements of the City Code.

~~D. **Agreement to Provide for Public Service Announcements**. In accordance with Section 16.41.120.15 of the City Land Development Regulations, CC Outdoor hereby agrees to use any digital or electronic Replacement Signs it shall construct, own, lease, operate, maintain, or replace pursuant to this Agreement to provide for public service announcements on a regular basis. Such announcements shall be provided regularly throughout the day and year and shall include messages of significant public interest related to safety and traffic measures, including but not limited to Amber Alerts, notices of traffic hazards and congestion, hurricane evacuation notices, traffic alerts or advisories, and messages related to City-sponsored and co-sponsored events. Messages shall be posted upon receipt from the City and shall continue to be posted throughout the duration of the event in a manner designed to provide reasonable and effective notice of the event. Such a posting shall not be exclusive of other advertising or content. The Mayor and CC Outdoor shall enter into an operational agreement prior to the issuance of a final certificate of occupancy or final inspection of each digital or electronic off-premise sign which shall reasonably provide for the requirements of this subsection.~~

D. **Agreement to Provide for Public Service Announcements**. CC Outdoor agrees to coordinate with local and state authorities to display, without charge and on an as-needed basis, when appropriate, regional emergency information important to the traveling public including, but not limited to Amber Alerts, emergency management information, evacuation or tropical storm and hurricane alerts. All emergency communications should travel through established protocols set up by first responders. Additionally, CC Outdoor will display advertising copy on the electronic or digital off-premise sign face on behalf of the City, with no charge for advertising space, of the following advertising messages only: public service, welcome messages or

community events in the City of St. Petersburg ("City Messages"), subject to the following conditions and parameters:

1. All copy will be submitted to CC Outdoor at least 5 (five) days before the proposed display date and will be subject to CC Outdoor's standard advertising copy rejection and removal policies which allow CC Outdoor the right in CC Outdoor's sole discretion to approve or disapprove copy and remove copy once posted or displayed.

2. The City shall not charge for, or exchange goods or services for, any electronic/digital sign space on a CC Outdoor sign.

3. In a case where the City wants to utilize the space by granting it to a qualified non-profit charitable organization, the City or the other entity must submit "camera ready art" utilizing formats and protocols acceptable to CC Outdoor from time to time or pay production costs.

4. CC Outdoor may display advertising copy on the electronic/digital sign face on behalf of the City, limited to one rotating eight second spot available in five (5) separate two-week periods. To utilize this space, the City will provide CC Outdoor with sixty (60) day advance written notice. CC Outdoor will provide creative and production services free of charge.

4. **Waiver and Release of Claims**. Provided that the City issues permits for the Replacement Signs as described herein, CC Outdoor waives and hereby releases the City from and against any and all claims for compensation or other reimbursement resulting from the demolition, removal, and disposal of the ~~Existing~~Eliminated Signs as described by this Agreement. This waiver and release is intended by each party to forego any and all claims which that party may have as a result of any provision of Section 70.20, Florida Statutes ~~Section 70.20~~, or the provisions of any other statute or common law. In addition, CC Outdoor acknowledges that its execution of this Agreement is a voluntary act and that the City has not offered any inducements and has not made any representations, promises, or threats to cause CC Outdoor to enter into this Agreement, except as expressly set forth herein. CC Outdoor shall indemnify and hold harmless the City from and against any claim relating to the removal of ~~Existing~~the Eliminated Signs, including attorney's fees, at trial and on appeal, made by any lessee of advertising space on any of the ~~Existing~~Eliminated Signs, or by the owners of the properties upon which any of the Existing Signs are located.

5. **No City Responsibility for the Replacement Signs**. CC Outdoor acknowledges and agrees that ~~the City bears no responsibility~~CC Outdoor shall be solely responsible for the location, design, construction, operation, or maintenance of the Replacement Signs ~~that CC Outdoor may construct, install, rebuild or repair under this Agreement.~~, and that the City shall have no responsibility for such location, design, construction, operation or maintenance. Further, CC Outdoor acknowledges and agrees that the City has no control over and bears no responsibility for the content of any advertising or messages that may appear on the Replacement Signs, except for the content of any public service messages submitted by the City to CC Outdoor for display under Paragraph 3(D) of this Agreement. CC Outdoor expressly assumes all responsibility for the location, design, construction, operation, and maintenance of the Replacement Signs as well as the content of any advertising or messages, exclusive of public service announcements submitted by the City to CC Outdoor, on the Replacement Signs.

6. **Codes Compliance Fees and Expenses**. By no later than October 1st of each fiscal year, CC Outdoor shall pay a reasonable annual fee as assessed by the City to cover the City's code compliance expenses related to CC Outdoor's digital or electronic off-premise signs. Such fee shall be determined based on the number of digital or electronic off-premise signs owned, maintained, or operated by CC Outdoor ~~.~~ and shall be equally applied to all owners and operators of digital or electronic off-premise signs in the City. At the time the City purchases any equipment or expends any costs for

personnel training specifically related to the City's code compliance activities for digital or electronic off-premise signs, CC Outdoor shall be assessed for the cost of such equipment or training, in addition to the annual fee for code compliance. Notwithstanding anything herein to the contrary, CC Outdoor's annual combined fee and cost obligations under this Section shall be limited to a maximum of $_____ per year.

7. **Complete Understanding**. The City and CC Outdoor agree that this Agreement embodies the complete understanding of the parties with respect to the subject matter hereof and supersedes all previous understandings, discussions, and agreements, whether oral, expressed, or implied.

8. **Amendment**. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any variation, modification, amendment, or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

9. **Severability**. The parties agree that the terms and provisions of this Agreement are not severable and, in the event any portion of this Agreement shall be found to be invalid, illegal, or in conflict with any applicable federal, state, or local law or regulation, then this entire agreement shall be null and void and each party shall be released from any further performance or liability hereunder.

10. **Controlling Law and Venue**. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in the Sixth Judicial Circuit in and for Pinellas County; Florida, as to State actions and in the United States District Court for the Middle District of Florida for federal actions, to the exclusion of any other venue.

11. **Authority to Execute and Bind**. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party and thereby bind that party to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the parties specifically warrant as follows:

A. The City hereby represents and warrants to CC Outdoor that it is empowered to enter into this Agreement and that this Agreement has been duly authorized by the City of St. Petersburg City Council on _____, 20__.

B. CC Outdoor hereby represents and warrants to the City that it is a corporation in good standing under the laws of Delaware, that it is duly authorized to conduct business in the State of Florida, and that it has taken all corporate action necessary to authorize the execution of this Agreement on behalf of CC Outdoor.

12. **Successors and Assigns**. The provisions of this Agreement shall be binding upon and inure to the benefit of the successors and assigns of each party.

13. **Construction**. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of the instrument and has consulted with legal counsel or has knowingly and willingly chosen not to do so.

14. **Headings or Captions**. Headings or captions are for convenience only and shall not control or affect the meaning or construction of any of the provisions under this Agreement.

15. **No Waiver**. No provision of this Agreement will be deemed waived by either ~~P~~party unless expressly waived in writing signed by the waiving ~~P~~party. No waiver shall be implied by

delay or any other act or omission of either ~~P~~party. No waiver by either ~~P~~party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by CC Outdoor shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action which requires City consent.

16. **No Waiver of City's Regulatory Authority/No Vesting**. This Agreement does not constitute a waiver of the City's regulatory authority nor does this Agreement vest any particular manner of development or use, except ~~as~~for the construction and replacement rights described in this Agreement.

17. **Default**. In the event either party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party written notice of the same pursuant to this Agreement. The defaulting party shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) days, to commence and diligently pursue a cure. If the defaulting party timely cures the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party does not timely cure such default, the non-defaulting party shall be entitled to pursue its remedies available at law or equity.

18. **Written Notices**. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, by a recognized overnight courier service, or by facsimile transmission to the office of each party indicated below and addressed as follows:

If to the City:

If to CC Outdoor:
Clear Channel Outdoor
5555 Ulmerton Rd.
Clearwater , FL 33760

With copies to:
2201 East Camelback Road
Suite 500
Phoenix, AZ 85016
Attn: General Counsel

And

Robert Gebaide, Esq.
Baker & Hostetler LLP
200 South Orange Avenue, Suite 2300
Orlando, Florida 32801

19. **Public Records Law**. CC Outdoor acknowledges that information related to this Agreement is subject to any and all Public Records law, including Chapter 119, Florida Statutes, and CC Outdoor will, upon notification by the City, cooperate with the City to provide access required by law. If CC Outdoor is unable to provide access required by law, the City may terminate this Agreement with no penalty or other payment~~.~~; provided, however, such termination right shall be abated during any period during which CC Outdoor is actively pursuing an applicable court's determination as to whether or not particular records are public records.

20. **City Consent and Action**.

A. For the purposes of the Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval ~~pf~~of the Mayor, or his authorized designee, unless otherwise set forth in the Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

B. For the purposes of the Agreement, any right of the City to take any action permitted, allowed or required by the Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in the Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

21. **Effective Date**. This Agreement shall become effective on the date of full and complete execution by the parties hereto ("Execution Date").

22. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

23. **Relationship of Parties**. Nothing contained herein, nor any acts of the ~~P~~parties, shall be deemed or construed by the ~~P~~parties, or by any third party, as creating, the relationship of principal and agent or of partnership or joint venture between the ~~P~~parties.

24. **Third Party Beneficiaries**. The rights and obligations of the ~~P~~parties set forth in this Agreement are personal to the ~~P~~parties and no third parties are entitled to rely on or have an interest in any such rights and obligations.

25. **Recording**. This Agreement may be recorded in the Public Records of Pinellas County, Florida~~.~~ at the request of either party. Such recording shall be at the expense of CC Outdoor.

26. **Federal Law**. The parties understand that the federal government is engaged in a study concerning ~~the safety and/or aesthetics of~~driver behavior as it relates to digital or electronic billboards which may be completed ~~early~~ in 2010 and which may or may not result in federal regulation of digital or electronic billboards. The parties agree that for any digital or electronic off-premise sign approved under this Agreement which has not been constructed at the time any federal regulations are adopted, those digital or electronic off-premise signs shall comply and conform to the federal regulations.

IN WITNESS WHEREOF, the City and CC Outdoor have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF ST. PETERSBURG, FLORIDA

By: _____

As Its: _____

Dated: _____, 20____

Attest:

_____
City Clerk

Approved as to form and content:

_____
City Attorney or designee

"CC OUTDOOR"

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

WITNESSES:

By (sign):_____

Print:_____

Its:_____
(Title)

_____
Signature

_____
Print name

_____
Signature

_____
Print name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ and _____, to me known as the _____ and St. Petersburg City Clerk, respectfully, who acknowledged before me that they have executed the foregoing instrument for the purposes therein expressed and that they were duly authorized to do so.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My commission expires:_____
Serial No.: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of Clear Channel Outdoor, Inc., a Delaware corporation, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did or did not take an oath.

_____
NOTARY PUBLIC

_____
Typed or Printed Name of Notary
My commission expires:_____
Serial No.: _____

Document comparison by Workshare Professional on Wednesday, June 23, 2010 10:19:16 AM

Input:	
Document 1 ID	interwovenSite://BHDMS/SOLICITORS/103441795/1
Description	#103441795v1<SOLICITORS> - Billboard Relocation and ReConstruction Agmt
Document 2 ID	interwovenSite://BHDMS/SOLICITORS/103441795/5
Description	#103441795v5<SOLICITORS> - Billboard Relocation and Reconstruction Agreement
Rendering set	BH Standard

Legend:	
Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	93
Deletions	70
Moved from	3
Moved to	3
Style change	0
Format changed	0
Total changes	169

AN ORDINANCE OF THE CITY OF ST. PETERSBURG AMENDING THE SIGN CODE; PROVIDING FOR ALLOWING OFF-PREMISE DIGITAL SIGNS IN CONJUNCTION WITH AN AGREEMENT REMOVING NONCONFORMING OFF- PREMISE SIGNS; PROVIDING FOR LIMITATIONS ON SIZE; PROVIDING RESTRICTIONS FOR LIGHTING; PROVIDING RESTRICTIONS FOR MESSAGES; AND PROVIDING AN EFFECTIVE DATE.

Whereas, the regulation of signs is necessary to protect the public health, safety and welfare of the citizens, businesses and visitors to St. Petersburg; and

Whereas, the City's current sign regulations were adopted in 1992 and the regulations pertaining to off premise signs have not been substantially revised since then; and

Whereas, prior to 1992 billboard companies were allowed to construct off premise signs for advertising in areas of the City where such signs were not allowed after the adoption of the 1992 sign regulations, resulting in non-conforming signs; and

Whereas, technology for outdoor signage has substantially changed since 1992 and electronic digital changeable message technology is a new, significant component of outdoor advertising; and

Whereas, ~~an~~ outdoor advertising company~~y~~ies which owns off premise signs in ~~St Petersburg~~the City has~~ve~~ approached the City regarding defining and regulating a new digital technology for off premise signs; and

Whereas, the City has long supported the reduction in the number of off premise signs, many of which are nonconforming signs under the City Code; and

Whereas, digital signs provide an efficient and economic manner of advertising because the technology allows multiple advertisers on one sign, thereby reducing the need for larger numbers of off premise signs; and

Whereas, scheduling the removal of certain existing off premise signs and providing for regulation of new materials and technology in the sign industry benefits the public health, safety and welfare by promoting economic growth, sustainable business practices, preserving scenic views and promoting tourist oriented business; and

Whereas, digital off premise signs provide an increasingly important avenue by which public safety messages and transportation information can be quickly conveyed to residents and visitors; and

Whereas, the Florida Department of Transportation allows electronic billboards adjacent to FDOT facilities; and

Whereas, in addition to the federal and state regulations for the placement, construction and lighting of signs on federal and state highways, Article VIII of the Florida Constitution, and Florida Statutes Chapters 70, 163, 166, and 479, Florida Statutes, authorize the City to adopt regulations concerning the repair, replacement, and relocation of signs and to enter into agreements for the removal, reconstruction, and construction of sign; and

Whereas, the City desires to reduce the total number of billboards in the City and allow the new digital technology to be presented safely and aesthetically.

THE CITY OF ST. PETERSBURG DOES ORDAIN:

Section One. Section 16.40.120.19 of the St. Petersburg City Code, "Definitions", is hereby amended to add a definition for Digital or Electronic Off-Premise Signs to read as follows:

Digital or electronic off-premise sign — an off-premise sign ~~that can display words, symbols, or images that can be electronically or mechanically changed by remote or automatic means, that changes~~utilizing digital message technology, capable of changing the static message or copy on the sign ~~by electronic means, or that incorporates digital messaging technology and allows static advertising to be changed remotely.~~electronically.

Section Two. ~~The definitions of the following Prohibited Signs in~~ Section 16.40.120.3.3 of the St. Petersburg City Code ~~are~~, "Prohibited Signs," is hereby amended to amend certain definitions to read as follows:

Off-premises signs, except ~~those specifically~~where such signs may be expressly allowed ~~by~~under this Sign Code.

Signs that have unshielded illuminating devices permitting a light bulb or other light source to be viewed with the naked eye from off the premises, except ~~as specifically allowed in the supplementary regulations.~~where such signs may be expressly allowed under this Sign Code. Digital or electronic off-premise signs which are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited sign.

Signs that have blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction~~, except as specifically allowed in the supplementary regulations.~~. Digital or electronic off-premise signs which are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited sign.

Section Three. Section 16.41.120.15 of the St. Petersburg City Code, "Supplemental Sign Regulations," is hereby amended to provide for a new subsection I to read as follows:

I. Digital or electronic off-premise signs. Digital or electronic off-premise signs shall only be allowed ~~in conjunction with an approved enforceable agreement,~~by the City if in conformance with this Sign Code and if approved within an agreement which provides for the reduction in the number of off-premise signs in the City. As authorized pursuant to Section 70.20, Florida Statutes ~~Chapter 70.20~~ (2009) of the Bert J. Harris, Jr. Private Property Rights Protection Act, ~~which provides for the reduction in the number of off-premise signs in the City. If any such approved agreement is declared invalid or unenforceable then the authorization for any digital~~the City may enter into such consensual agreements with sign owners for the removal, reconstruction, and construction of signs. Signs approved pursuant to such an agreement are lawful, conforming signs. Digital or electronic off-premise ~~sign allowed by this subsection~~signs shall ~~immediately be illegal and this subsection of the City Code shall become void and repealed upon the expiration of the appeal period for such court order.~~be permitted, constructed, and operated in accordance with the following standards:

1. Locations. Digital or electronic off-premise signs shall only be allowed within 100 feet of the right-of-way of the interstate, including the downtown feeders, Tyrone Boulevard, Roosevelt Boulevard, Gandy Boulevard, and 34th Street. ~~Signs~~ **[Note: Road list to be reviewed/confirmed]**. Digital or electronic off-premise signs are prohibited from locating on the same site as a National Register or locally designated historic structure or within a National Register or locally designated historic district ~~and~~. Digital or electronic off-premise signs are prohibited within ~~500~~five hundred feet (500') of a National Register or locally designated historic structure~~.~~, except where an interstate highway or feeder separates the digital or electronic off-premise sign from the National Register or locally designated historic structure. Digital sign faces are also prohibited within ~~500~~five hundred feet (500') of residentially zoned property as defined in this Chapter. Distance requirements shall be measured from the leading edge of the digital sign face to the closest property line of the residentially zoned property. ~~This distance requirement shall not apply to a sign that is less than 500 feet from a National Register or locally designated historic structure but where an interstate highway or feeder separates the digital or electronic off-premise sign from the National Register or locally designated historic structure.~~

2. Separation. Digital or electronic off-premise signs shall be spaced so that a ~~driver cannot see more than one~~ digital or electronic off-premise sign ~~face at the same time, regardless of ownership. Digital or electronic off-premise signs~~ shall be at least ~~2500~~two thousand five hundred feet (2500') from another digital or electronic off-premise sign facing the same roadway, regardless of ownership. Such distance shall be measured along the centerline of the abutting roadway.

3. Size. The ~~message face of each~~active copy area of a digital or electronic off-premise sign face shall not exceed ~~14~~fourteen feet (14') in height and ~~48~~forty-eight feet (48') in width.

4. Height. ~~The maximum height shall be 25 feet.~~ An existing sign which is converted or replaced to a digital or electronic off-premise sign may be constructed at the height of the existing sign. The overall height of the existing sign to be converted or replaced to a digital or electronic off-premise sign may not be increased in the course of construction. Any new digital or electronic off-premise sign which is not a conversion or replacement of an existing off-premise sign shall have a maximum height of twenty-five feet (25'). The overall height of a digital or electronic off-premise sign shall be maintained throughout the sign structure's operation. If the sign is on a parcel that is contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road. Structures upon which digital or electronic off-premise signs will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the electronic or digital off-premise sign.

5. The dwell time, defined as the interval of change between each individual message, shall be at least 10 seconds. Any change of message shall be completed instantaneously. The dwell time shall not include the time required to change a message. There shall be no special effects between messages.

6. Message sequencing is prohibited (message sequencing means related messages ~~such~~ as successive narratives which are conveyed over two or more successive screens). ~~No message shall be personalized or interactive.~~

7. The message shall be static. There shall be no animation, flashing ~~or~~, scintillating lighting, movement, or the varying of light intensity ~~or movement~~ during the message. Messages shall not scroll and shall not give any appearance of ~~moving~~movement or the appearance of optical illusion of movement.

8. Signs may be internally or externally illuminated. Each sign shall have a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the following brightness standards. The maximum brightness shall be ~~.3~~0.3 foot candles above the ambient light, measured ~~150~~two hundred fifty feet (250') perpendicular from the face of the sign.

9. ~~Not withstanding the foregoing subsection, the message shall not display light which is brighter than necessary for clear and adequate visibility and the~~The message shall not display light which is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver ~~or which results in a nuisance to a driver~~. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. ~~The maximum brightness shall be reduced if the Zoning Official determines that the sign violates any provision of this subsection, thereby causing a possible safety hazard. The Zoning Official's determination may be appealed to the City Administrator within ten days by following the procedures in this Chapter. The City Administrator's decision shall be the final decision of the City.~~ Any violation

of this section will result in the City requiring the sign owner to turn the sign off or show a "full black" image until the sign can be brought into compliance.

10. The sign shall have a default mechanism or setting that will cause the sign to turn off or ~~freeze in one position at a brightness no brighter than normal operation if a~~show a "full black" image if a visible malfunction or failure ~~(meaning any unintended interruption in message sequencing)~~ occurs.

11. The sign shall not be configured to resemble a warning or danger signal ~~nor shall there be any configuration which may a cause a driver to mistake the sign for a warning or danger sign~~. The sign shall not resemble or simulate any lights or official signage used to control traffic.

~~12. Every line of text in the primary message of the digital sign shall meet the following minimum height requirements: not less than 15 inches for signs oriented toward the interstate and feeders, and not less than 9 inches for signs oriented toward all other roadways. The message on a digital sign shall not contain any addresses, phone numbers, website addresses, email addresses or like information.~~13. Prior to the issuance of a permit for construction of the digital or electronic off- premise sign, the operator of the sign shall enter into ~~an~~a consensual agreement with the City~~.~~ in accordance with Section 70.20, Florida Statutes. The agreement shall specify which existing billboard faces shall be removed and the location(s) of the requested digital or electronic off-premise sign faces. A minimum of ten (10) existing billboard faces shall be removed for each digital or electronic off-premise sign face requested to be approved. ~~No sign face shall be removed under this agreement unless all sign faces from the existing structure are removed.~~ This agreement shall require approval by City Council. ~~The agreement shall also to provide for public service announcements on a regular basis. Such announcements shall be provided regularly throughout the day and year and shall include messages of significant public interest related to safety and traffic matters (e.g. Amber Alerts, traffic hazards and congestion, hurricane evacuation notices and traffic alerts or advisories) and messages related to City sponsored and co-sponsored events. Messages shall be posted upon receipt of notice from the City and shall continue to be posted throughout the duration of the event in a manner designed to provide reasonable and effective notice of the event (such posting shall not be exclusive of other messages).~~

13. Owners of electronic or digital off-premise signs are encouraged to coordinate with local and state authorities to display, without charge and on an as-needed basis, when appropriate, regional emergency information important to the traveling public including, but not limited to Amber Alerts, emergency management information, evacuation or tropical storm and hurricane alerts. All emergency communications should travel through established protocols set up by first responders. Owners of electronic or digital off-premise signs are encouraged to grant space on the electronic or off-premise signs for public service messages free of charge, on a space-available basis.

14. Prior to the issuance of a permit for a sign, the applicant shall provide a letter or other written documentation from the State of Florida stating that either the proposed sign is not subject to State regulation ~~or~~, complies with applicable State regulations, or will comply as proposed with applicable State regulations.

15. In the event of any conflict between the provisions of this Section 16.41.120.15. I. and Section 16.41.120.15.F, the provisions of this Section 16.41.120.15.I shall control.

Section Four. Section 16.41.120.15.F.3 of the St. Petersburg Code, "Supplementary Sign Regulations," is hereby amended to read as follows:

3. Location. Off-premises signs shall be allowed only on sites in the Corridor Commercial Traditional (CCT), Corridor Commercial Suburban (CCS), Employment Center (EC), Retail Center (RC), Institutional Center (IC), Industrial Suburban (IS) and Industrial Traditional (IT) zoning districts which are abutting the interstate or the interstate feeders ~~federal aid primary designated roads~~.

Section Five. Except for Sections ~~o~~One and ~~t~~Three of this ordinance which are new, additions to the St. Petersburg City Code are shown with underlines and deletions from the St. Petersburg City Code are shown with ~~strikethroughs~~.

Section Six. Severability. The provisions of this ordinance shall be deemed to be severable. If any provision of this ordinance is judicially determined to be unconstitutional or otherwise invalid, such determination shall not affect the validity of any other provision of this ordinance.

Section Seven. The codifier of the City Code is authorized to correct typographical errors and to index, format and number paragraphs to conform to the existing City Code.

Section Eight. In the event this ordinance is not vetoed by the Mayor in accordance with the City Charter, it shall become effective after the fifth business day after adoption unless the Mayor notifies the City Council through written notice filed with the City Clerk that the Mayor will not veto the ordinance, in which case the ordinance shall take effect immediately upon filing such written notice with the City Clerk. In the event this ordinance is vetoed by the Mayor in accordance with the City Charter, it shall not become effective unless and until the City Council overrides the veto in accordance with the City Charter, in which case it shall become effective immediately upon a successful vote to override the veto.

Approved as to form and content:

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City Attorney (designee)

Document comparison by Workshare Professional on Wednesday, June 23, 2010 10:20:37 AM

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