



**MEMORANDUM
CITY OF ST. PETERSBURG**

To: The Honorable Leslie Curran, Chair, and Members of City Council

Date: Meeting of June 3, 2010

Subject: Billboard reduction proposal

Following up on the December 10, 2009 City Council workshop and the February 25, 2010 City Council Workshop, the Administration has further revised the draft ordinance and agreement (attached) related to amending the Land Development Regulations to create a program to remove billboards from the City and allow digital billboards in certain locations. Clear Channel Outdoor and CBS Outdoor, the two significant billboard owners in the city, have also brought forward a list of proposed billboards to be removed and proposed locations for digital billboards for Council review (attached). Staff has also followed up on discussions from the February Workshop related to generating revenue to help defray the cost of enforcing the digital regulations (attached agreements).

The purpose of this scheduled workshop is to allow City Council an opportunity to review and comment on the proposal prior to city staff bringing this forward to the Development Review Commission and City Council for public hearing.

Background

The proposed amendments revise the Land Development Regulations in City Code Chapter 16 regarding signage to define and regulate a new form of sign technology: the electronic digital off premise sign. Digital display technology is being employed by outdoor advertisers. The digital display technology is replacing certain static billboards. It allows the sign message to be changed remotely and on a short interval. Some local governments neighboring St. Petersburg (Pinellas Park, South Pasadena and Hillsborough County) allow the digital signs, so they can be seen on major roadways surrounding the City. St. Petersburg's current sign regulations prohibit off premise changeable messages (they are allowed as a portion of an on premise sign). The proposed ordinance modifies the sign regulations to allow digital billboards with certain conditions and in specific locations. The major outdoor advertising firm in the Tampa Bay area, Clear Channel Outdoor, requested that St. Petersburg consider such amendment; the amended proposed ordinance is the result of discussions with the DRC, PVC, C.O.N.A. CBS Outdoor, Clear Channel Outdoor and City Council over the past six months. Clear Channel has had

ongoing discussions with the Administration regarding specifics of a billboard removal and digital replacement agreement over the last three years.

Proposed Ordinance

This city-initiated application amends City Code Chapter 16 regarding signs to define and regulate electronic digital off premise signs (billboards). In addition to the ordinance amending the City Code, a draft agreement has been completed for Clear Channel Outdoor and CBS Outdoor. Such an agreement will be required to participate in the billboard removal and replacement program.

The proposed ordinance amends the existing off-premise sign regulations to:

- Define electronic digital signs
- Identify an opportunity for outdoor media agencies to seek approval to replace existing off premise signs (billboards) with electronic digital signs
- Establish in the ordinance the minimum replacement ratio of 10 existing billboard faces removed for the ability to install one digital billboard face
- Require that all billboard faces be removed from a structure in order for each sign face to qualify as a removed sign
- Identify the locational conditions for digital signs
 - 2,500' separation from other electronic digital signs facing the same direction
 - Space digital signs so that a driver cannot see more than one digital or electronic off premise sign face at the same time
 - Only located at existing billboard sites on major roadways (I-275 including feeders, 34th Street, Gandy Blvd., Tyrone Blvd., Roosevelt Blvd.)
 - Digital billboards can only be located where an existing billboard is removed
 - Height of digital billboard cannot exceed 25 feet over the crown of the abutting roadway (same as current requirement for static billboards)
 - 500' distance from historic property, unless the historic property is separated from the proposed digital billboard face by the Interstate
 - 500' distance from residentially zoned property as defined in the Code (same as current requirement for static billboards)
- Identify the operational conditions for digital signs
 - Minimum message duration 10 seconds
 - Message transition and complexity standards (static messages only, no scrolling or sequenced messages)
- Establish maximum brightness standard of 0.3 foot-candles above the normal ambient light levels when measured 150' perpendicular from the face of the sign
- Static billboards removed cannot be replaced from removed locations
- Outdoor advertiser will make digital boards available to City and other public agencies for public service use such as evacuation, amber alert and notice of City sponsored or co-sponsored special events
- Restricts any future static billboard construction to the interstate and interstate feeders.

Proposed Agreement

An agreement has been drafted between the City and Clear Channel Outdoor and the City and CBS Outdoor. The draft agreement accomplishes the following:

- Identifies the number and location of billboard faces of the outdoor advertisers in St. Petersburg
- Identifies the number and locations of billboard faces proposed to be removed, the number and locations of remaining billboard faces and the number and locations of digital billboard faces requested
- Specifies that half of the total number of billboards to be removed will be removed prior to City approval for construction of any digital billboard, and that all billboards to be removed will be removed within two years from the date of the agreement. At no time shall the ratio of removed billboards to constructed digital billboards be less than 10 to one
- Requires fees for digital billboards to defray the costs of enforcing the new regulations.

Compliance With Proposed Ordinance

Staff has prepared a table depicting the proposed regulations which shows compliance and non-compliance for the proposed digital billboard faces with the regulations. The proposed regulations are highlighted at the top of the table. Those items at the top of the table which are not highlighted are only for informational purposes for City Council.

As Council can see from the table, staff finds that the proposed digital billboard faces comply with the standards in the proposed ordinance, except for height. Staff has placed a question mark in the column for compliance with the 25' maximum height requirement from the crown of the road for each digital billboard face. Clear Channel and CBS would like this requirement modified to 50' from the crown of the road. Staff would like direction from City Council as to what height standard Council would find appropriate. Staff has included distances from residential property for the proposed digital faces at 750' and 1,000' in case Council would like this information in discussing the appropriate height requirement.

The compliance table also shows that the proposed digital faces are in compliance with the requirements for 500' separation from residentially zoned property, historic property (including the proposed digital face within 500' of the Manhattan Casino that is across the Interstate), the 2,500' foot separation between digital faces pointing in the same direction, the prohibition on a driver seeing two digital faces at the same time and the proposed digital locations being on roadways approved by the proposed ordinance.

Council has previously expressed to staff an interest in removing billboards from residential/neighborhood locations. The proposed removals will, if approved, make significant progress in this area, as 90 billboard faces and 48 structures will be removed from the community within two years. It should also be noted that Clear Channel has agreed to remove one billboard structure with two billboard faces from the Manhattan Casino site. This will eliminate an existing billboard from a historic site.

Federal Highway Administration Study

At both of the previous Council Workshops, a study being conducted by the Federal Highway Administration (FHWA) was discussed. The purpose of this study, according to staff's understanding, is to field study the effects of visual objects along the highway on driver attention. City staff has been told by the FHWA staff that no operational guidelines or policy statements regarding the safety of digital billboards will be included in the results of the study. Staff spoke with Chris Monk of the FHWA in early May regarding the publication date of the study. Mr. Monk told city staff that the study should be published around the end of summer.

Status of Proposals

The proposed ordinance allowing digital billboards under certain conditions is a text amendment to the Land Development Regulations. As such, it is required to go before the Development Review Commission, acting as the Land Development Regulation Commission, for recommendation to City Council. If Council wishes to move this process forward, the amendment would be scheduled for DRC on July 7, 2010. The proposed ordinance and agreements would then come before City Council on August 5th and 26th for the first and second public hearings, respectively. Staff is also available to present this proposal to C.O.N.A. and other community/business associations as may be desired.

Attachments:

Compliance table

Comparison regulation table

Draft ordinance for digital billboards

Draft agreement with Clear Channel and CBS exhibits

Inventory list and map of all billboards

Map of billboard faces to be removed and digital locations

Map of digital billboard face sites with distance requirements

Map of digital billboard face sites with separation from other digital face requirements

DIGITAL BILLBOARDS

St. Pete Ref. No.	Panel No.	Ownership	Existing Height from grade	Existing Height from roadway	PANEL ADDRESS	500' separation to residential	750' separation to residential	1000' separation to residential	500' separation to historic +	2500' separation to digital ++	Visibility Between digital faces +++	Height 25' to top of sign	Location on approved roadway
10	000059	CC	47'	47'	34 th St So. ES 30 ft N/O 4 th Ave. So. (Facing South)	Y	N	N	Y	Y	Y	?	Y
12	000180	CC	35'	35'	34 th St. No. ES 40 ft N/O 22 nd Ave. No. (Facing South)	Y	Y	N	Y	Y	Y	?	Y
46	000003	CC	50'	50'	I-275 ES 0.6 mi N/O Gandy Blvd. (Facing South)	Y	Y	Y	Y	Y	Y	?	Y
50	000363	CC	40'	35'	I-275 WS 0.6 mi N/O Gandy Blvd. (Facing North)	Y	Y	Y	Y	Y	Y	?	Y
55	000318	CC	65'	38'	I-275 WS 700 ft N/O 13 th Ave. No. (Facing North)	Y	N	N	Y	Y	Y	?	Y
57	000150	CC	80'	55'	I-275 SS 40 ft E/O 22 nd St. So. (Facing Southwest)	Y	N	N	Y*	Y	Y	?	Y
59	000435	CC	68'	47'	I-275 WS 15 ft S/O 4 th Ave. So. (Facing North)	Y	Y	N	Y	Y	Y	?	Y
65	000051	CC	70'	50'	I-175 NS 75 ft E/O 12 th St. So. (Facing East)	Y	Y	N	Y	Y	Y	?	Y
67	49513A	CBS	82'	37'	I-275 and 3 rd Ave. So.	Y	Y	Y	Y	Y	Y	?	Y

+: Signs are prohibited on the same site as a historic structure or within an historic district and are prohibited within 500 feet of an historic structure.

++: Shall be a minimum 2,500 feet of separation between digital sign faces in the same direction regardless of ownership.

+++ : Digital signs shall be spaced so that a driver cannot see more than one digital sign face at the same time regardless of ownership.

*: Separated from historic landmark (Manhattan Casino) by Interstate

MUNICIPAL CODES

Entity	Brightness	Digital Billboard Separation	Residential/ Historic Separation	Height	Message Duration	Message Transition	Message Complexity	Size
Wachtel Study	Inconclusive	Cannot view two sign faces at the same time	No recommendation	No recommendation	<ul style="list-style-type: none"> Varies depending on speed and distance to Board Most regulatory agencies require 4 to 10 seconds 	Instantaneously	<ul style="list-style-type: none"> Sequencing prohibited No telephone numbers, web addresses or text message instructions 	No recommendation
St. Pete Proposed	Maximum of 0.3 foot candles above ambient light	<ul style="list-style-type: none"> 2,500' view only one face at a time 	<ul style="list-style-type: none"> 500' from residential zoning / 500' from historic 	25' from crown of road	10 seconds	Instantaneously	<ul style="list-style-type: none"> Static – no flashing, scrolling and no sequencing No telephone numbers, web addresses or text message instructions 	<ul style="list-style-type: none"> Maximum 14' x 48' 672 sq. ft.
Tampa Proposed	Maximum of 0.3 foot candles above ambient light within 200 feet of residential use	Not in Ordinance	75' from residential zoning / Not located in historic district or on parcel with historic structure	<ul style="list-style-type: none"> Not in Ordinance Agreement appears to allow up to 65' above road max where necessary for full view 	8 Seconds	Not in Ordinance	Not in Ordinance	<ul style="list-style-type: none"> 672 sq. ft. on Interstate and FAP roads 400 sq. ft. on all other roads
Hillsborough County	No Glare -Determined by FHP	<ul style="list-style-type: none"> 1,500' on FAP 1,000' on other 	None	50' from crown of road	8 Seconds	2 Seconds	No flashing, intermittent or moving lights	950 sq. ft.

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 which owns off premise signs in St Petersburg has 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

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 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 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.

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

Off-premises signs, except those specifically allowed by 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.

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.

Section Three. Section 16.41.120.15 of the St. Petersburg Code 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, authorized pursuant to 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 or electronic off-premise sign allowed by this subsection 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.

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 are prohibited on the same site as a National Register or locally designated historic structure or within a National Register or locally designated historic district and are prohibited within 500 feet of a National Register or locally designated historic structure. Digital sign faces are also prohibited within 500 feet of residentially zoned property as defined in this Chapter. Distance requirements shall be measured from the leading edge of the 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 feet 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 sign shall not exceed 14 feet in height and 48 feet in width.

4. Height. The maximum height shall be 25 feet. If the sign is on a parcel 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.

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 conveyed over two or more successive screens). No message shall be personalized or interactive.

7. The message shall be static. There shall be no flashing or varying light intensity or movement during the message. Messages shall not scroll and shall not give any appearance of moving.

8. 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 foot candles above the ambient light measured 150 feet perpendicular from the face of the sign.

9. Notwithstanding the foregoing subsection, the message shall not display light which is brighter than necessary for clear and adequate visibility and 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.

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 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 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 agreement with the City. 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 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).

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 the proposed sign is not subject to State regulation or complies with applicable State regulations.

Section Four. Section 16.41.120.15.F.3 of the St. Petersburg Code 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 interstate feeders ~~federal aid primary designated roads~~.

Section Five. Except for Sections one and 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:

City Attorney (designee)

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 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 70.20, the City and CC Outdoor propose to enter into this Relocation and Reconstruction Agreement providing for CC Outdoor's removal of Existing Signs in exchange for the right to replace its 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, and shall remove all debris from the properties upon which such 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 sign. CC Outdoor shall complete the demolition of forty (40) of the eighty (80) Existing Signs to be permanently removed under this Agreement before the City will issue any permit 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.

3. **Replacement Signs.** Following the removal of eighty (80) of the Existing Signs, the 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 constructed in a fixed, back-to-back, or "V" configuration qualifies as two (2) Remaining Signs. At a ratio of one (1) digital sign for each ten (10) existing signs 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 the eight (8) digital sign faces 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.

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 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. After CC Outdoor has demolished, removed, and disposed of such forty (40) Existing Signs, it may apply to the City for any permits necessary to install a replacement sign(s). However, at no time shall the ratio of removed static off-premise 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. CC Outdoor shall complete the demolition, removal, and disposal of all of the eighty (80) Existing 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 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 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 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)

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.

4. **Waiver and Release of Claims.** 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 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 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 Signs, including attorney's fees, at trial and on appeal, made by any lessee of advertising space on any of the Existing 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 for the location, design, construction, operation, or maintenance of

the Replacement Signs that CC Outdoor may construct, install, rebuild or repair under this Agreement. 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.** By no later than October 1st of each fiscal year, CC Outdoor shall pay a 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. 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.

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 this Agreement.

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 Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act or omission of either Party. No waiver by either 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.

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 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:

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.

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 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 Parties, shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between the Parties.

24. **Third Party Beneficiaries.** The rights and obligations of the Parties set forth in this Agreement are personal to the 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. 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 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: _____

Approved as to form and content:

As Its: _____

Dated: _____, 20__

City Attorney or designee

Attest:

City Clerk

"CC OUTDOOR"

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

WITNESSES:

By (sign): _____

Print: _____

Signature

Its: _____
(Title)

Print name

Dated: _____, 20__

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.: _____

EXHIBIT A

CLEAR CHANNEL EXISTING
BILLBOARD INVENTORY

NUMBER	LOCATION	STRUCTURES	FACE	SIZE
1	CENTRAL AND 11TH ST	1	1	12' x 25'
2	1ST AVE S AND 12TH ST	1	2	12' x 25'
3	CENTRAL AND 13TH ST	1	1	12' x 25'
4	CENTRAL AND 20TH ST N	1	1	12' x 25'
5	5TH AVE AND 20TH ST N	1	4	12' x 25'
6	5TH AVE AND 14 AVE S	1	2	12' x 25'
7	34TH ST AND 18TH AVE S	1	4	12' x 25'
8	1275 AND 54 AVE S	1	2	10' x 30'
9	34TH ST AND 17TH AVE S	1	2	12' x 25'
10	34TH ST AND 4TH AVE S	1	3	14' x 48' & 12' x 25'
11	34TH ST AND 3RD AVE S	1	2	12' x 25'
12	34TH ST AND 22ND AVE N	1	2	14' x 48' & 10' x 40'
13	34TH ST AND 32 AVE N	1	3	14' x 48' & 12' x 25'
14	34TH ST AND 3RD AVE N	1	3	14' x 48' & 12' x 25'
15	34TH AVE AND 49TH ST N	1	2	12' x 25'
16	38TH AVE AND 49TH ST N	1	1	12' x 25'
17	38TH AVE AND 5TH AVE S	1	1	12' x 25'
18	49TH ST AND 13TH AVE S	1	2	12' x 25'
19	49TH ST AND 49TH ST	1	2	12' x 25'
20	22ND AVE S AND 49TH ST	1	2	12' x 25'
21	5TH AVE S AND 23RD ST S	1	2	12' x 25'
22	4TH ST N AND 53RD AVE N	1	2	12' x 25'
23	4TH ST AND 53RD AVE N	1	2	12' x 25'
24	4TH ST AND 54TH AVE N	1	2	10' x 30'
25	4TH AND 21ST AVE N	1	1	14' x 48'
26	DR MLK JR AND 20TH AVE N	1	2	12' x 25'
27	DR MLK JR AND 12TH AVE N	1	4	12' x 25'
28	DR MLK JR AND 15TH AVE S	1	2	12' x 25'
29	DR MLK JR AND 18TH AVE S	1	2	12' x 25'
30	DR MLK JR AND 10TH ST	1	2	12' x 25'
31	18TH AVE S AND 10TH ST	1	3	12' x 25'
32	1275 AND 28TH ST S	1	3	14' x 48' & 12' x 25'
33	28TH ST S AND 8 AVE S	1	2	12' x 25'
34	28TH ST S AND 6TH AVE S	1	2	12' x 25'
35	1ST AVE S AND 18TH ST S	1	1	12' x 25'
44	1275 AND GANDY	1	2	14' x 48'
45	1275 AND GANDY	1	2	14' x 48'
46	1275 AND GANDY	1	2	14' x 48'
47	1275 AND GANDY	1	1	12' x 25'
48	1275 AND GANDY	1	1	12' x 25'
49	1275 AND GANDY	1	2	14' x 48'
50	1275 AND GANDY	1	2	14' x 48'
51	1275 AND GANDY	1	2	14' x 48'
52	1275 AND 15TH AVE N	1	2	14' x 48'
53	1275 AND 5TH AVE N	1	2	10' x 48' & 14' x 48'
54	1275 AND 13 AVE N	1	1	12' x 25'
55	1275 AND 25TH ST S	1	2	14' x 48'
56	1275 AND 22ND ST S	1	2	14' x 48'
57	1275 AND 22ND ST S	1	2	14' x 48'
58	1275 AND 22ND ST S	1	2	14' x 48'
59	1275 AND 4TH AVE S	1	2	14' x 48'
60	1275 AND 31ST AVE S	1	2	14' x 48'
61	1375 AND 10TH ST N	1	2	10' x 36' & 20' x 48'
62	1375 AND 10TH ST N	1	1	14' x 48'
63	1275 AND GANDY	1	1	14' x 48'
64	1275 AND 28TH AVE S	1	2	14' x 48'
65	1175 AND 12TH ST S	1	2	14' x 48'
66	GANDY AND SAN MERINO BLVD NE	1	2	14' x 48' ?
Totals		66	132	

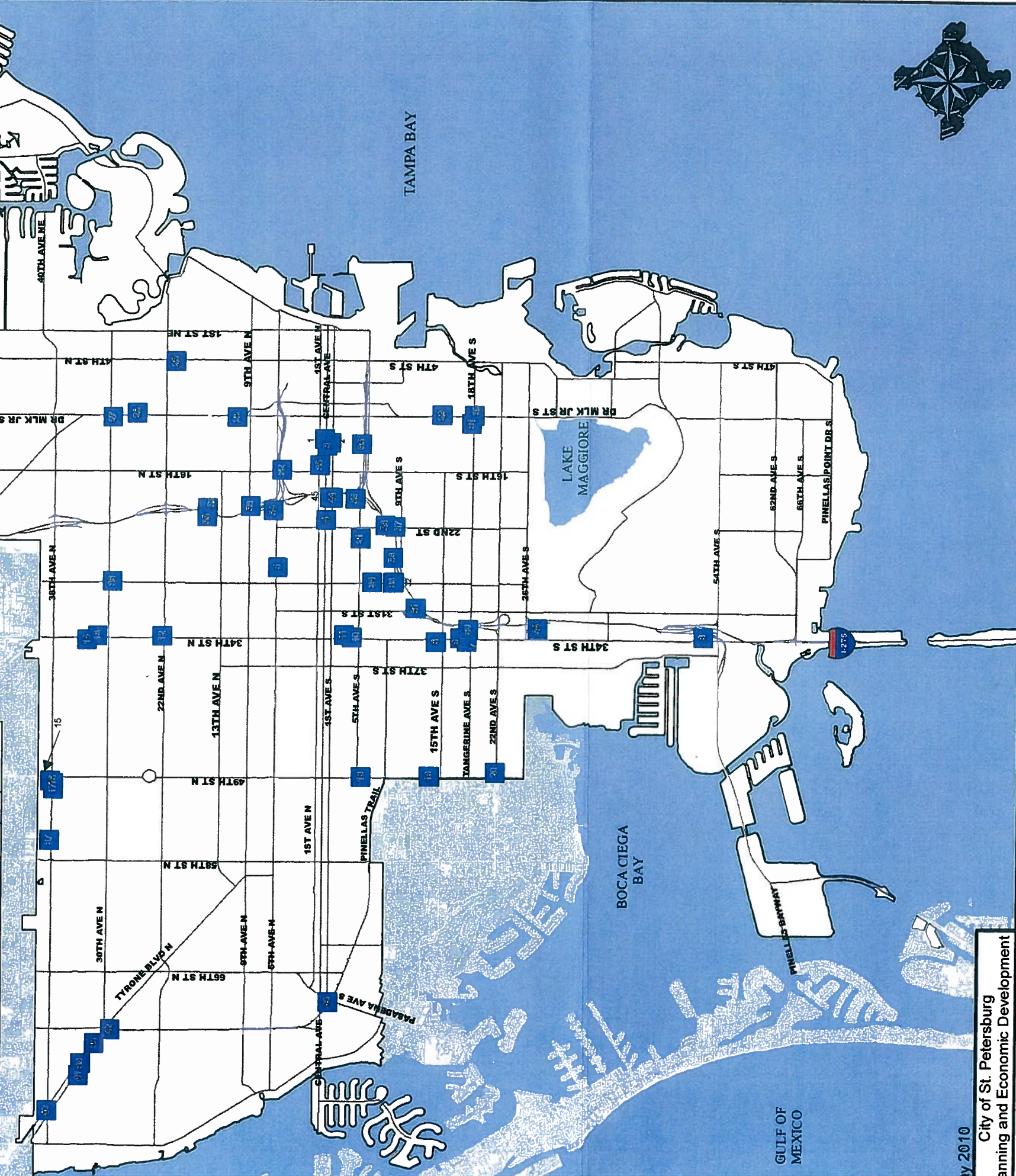


EXHIBIT B

 CLEAR CHANNEL SIGNS
TO BE REMOVED

NUMBER	LOCATION	STRUCTURE	FACES	SIZE
1	CENTRAL AND 11TH ST	1	1	12' x 25'
2	1ST AVE S AND 12TH ST	1	2	12' x 25'
3	CENTRAL AND 13TH ST	1	1	12' x 25'
4	CENTRAL AND 21ST ST	1	4	12' x 25'
5	5TH AVE AND 26TH ST N	1	4	12' x 25'
6	34TH ST AND 14 AVE S	1	2	12' x 25'
7	34TH ST AND 18TH AVE S	1	4	12' x 25'
11	34TH ST AND 3RD AVE S	1	2	12' x 25'
13	34TH ST AND 32 AVE N	1	3	14' x 48' & 12' x 25'
15	38TH AVE AND 49TH ST N	1	2	12' x 25'
16	38TH AVE AND 49TH ST N	1	2	12' x 25'
17	38TH AVE AND 49TH ST N	1	1	12' x 25'
18	49TH ST AND 5TH AVE S	1	1	12' x 25'
19	49TH ST AND 13TH AVE S	1	2	12' x 25'
20	22ND AVE S AND 49TH ST	1	2	12' x 25'
21	5TH AVE S AND 23RD ST S	1	2	12' x 25'
22	4TH ST N AND 53RD AVE N	1	2	12' x 25'
23	4TH ST AND 53RD AVE N	1	2	12' x 25'
24	4TH ST AND 54TH AVE N	1	2	10' x 30'
25	4TH AND 21ST AVE N	1	1	14' x 48'
26	DR MLK JR AND 26TH AVE N	1	2	12' x 25'
27	DR MLK JR AND 30TH AVE N	1	4	12' x 25'
28	DR MLK JR AND 12TH AVE N	1	1	12' x 25'
29	DR MLK JR AND 15TH AVE S	1	2	12' x 25'
30	DR MLK JR AND 18TH AVE S	1	2	12' x 25'
31	18TH AVE S AND 10TH ST	1	3	12' x 25'
33	28TH ST S AND 8 AVE S	1	2	12' x 25'
34	28TH ST S AND 6TH AVE S	1	2	12' x 25'
35	1ST AVE M AND 14TH ST	1	1	12' x 25'
36	38TH ST AND 30 AVE N	1	2	12' x 25'
37	38TH AVE AND 56TH ST N	1	2	12' x 25'
38	TYRONE AND 30TH AVE N	1	2	12' x 25'
39	TYRONE AND 75TH ST N	1	2	12' x 25'
40	38TH AVE N AND TYRONE	1	2	12' x 25'
43	PASADENA AND 1ST AVE S	1	2	14' x 48' & 12' x 25'
44	1ST AVE S AND 19TH ST S	1	1	12' x 25'
48	ROOSEVELT BLVD & 1275	1	1	12' x 25'
49	ROOSEVELT BLVD & 1275	1	1	12' x 25'
51	1275 N/O GANDY	1	1	14' x 48'
54	1275 AND 5TH AVE N	1	1	12' x 25'
58	1275 AND 22ST S	1	2	14' x 48'
Totals		41	80	

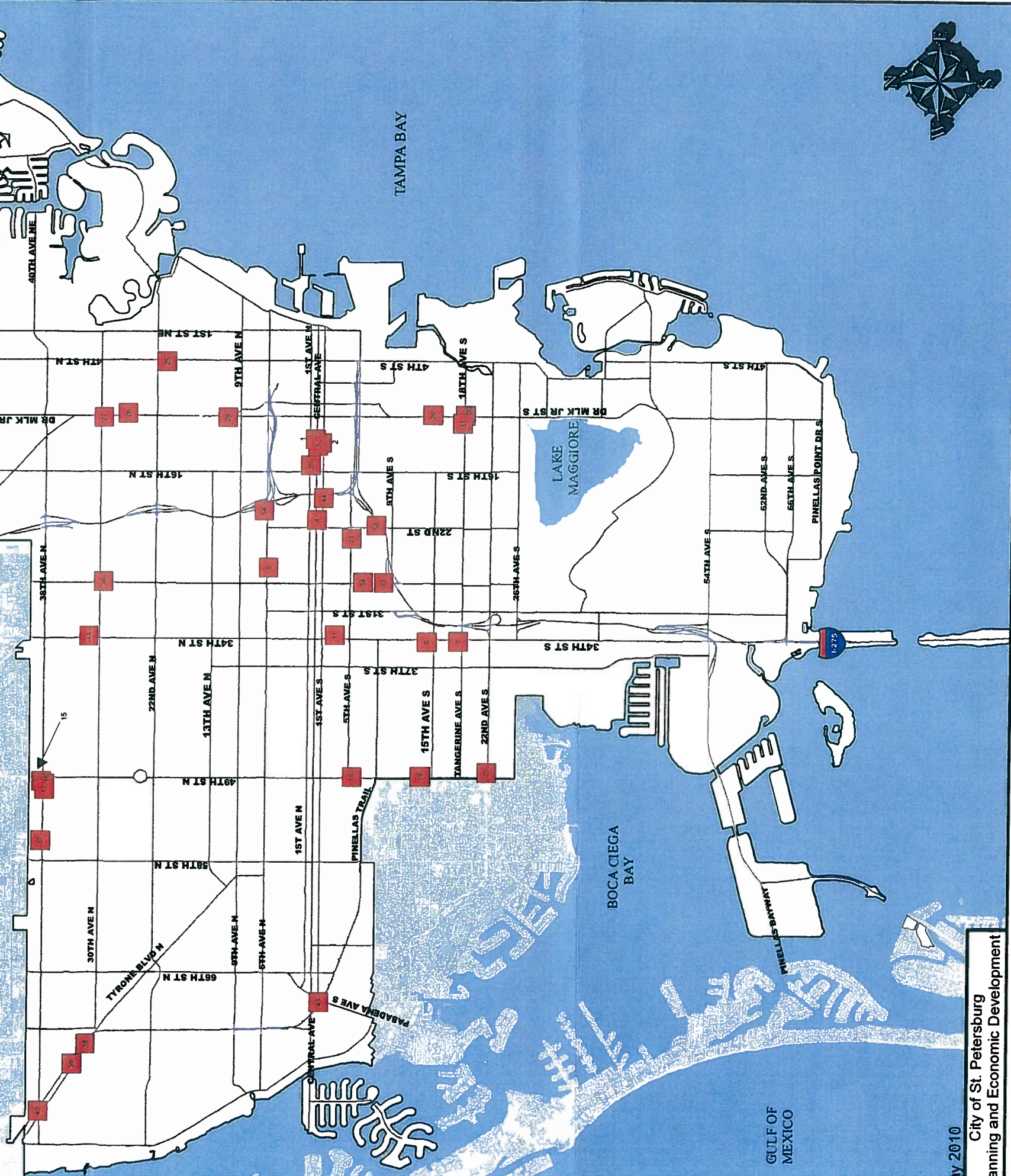


EXHIBIT C

 **CLEAR CHANNEL
DIGITAL LOCATIONS**



EXHIBIT A

CBS EXISTING
BILLBOARD INVENTORY

NUMBER	LOCATION	STRUCTURE	FACES	SIZE
67	1275 AND 3RD AVE S	1	2	14' X 48'
68	1275 AND 28TH ST S	1	2	14' X 48'
69	18TH AVE S AND 35TH ST S	2	2	6' X 12'
70	18TH AVE S AND 37TH ST S	1	2	6' X 12'
71	3950 34TH ST S	1	2	10' X 30'
72	CENTRAL AVE AND 31ST ST	1	2	10' X 30'
73	40TH ST S AND P. TRAIL	1	2	6' X 12'
74	49TH ST S AND 17TH AVE S	1	2	6' X 12'
77	40TH AVE N AND 34TH ST	1	2	14' X 48'
75	1275 AND 5TH AVE N	1	2	14' X 48'
76	GANDY AND 4TH ST N	2	2	6' X 12'
78	3335 ULMERTON RD	1	2	14' X 48'
Totals		14	24	

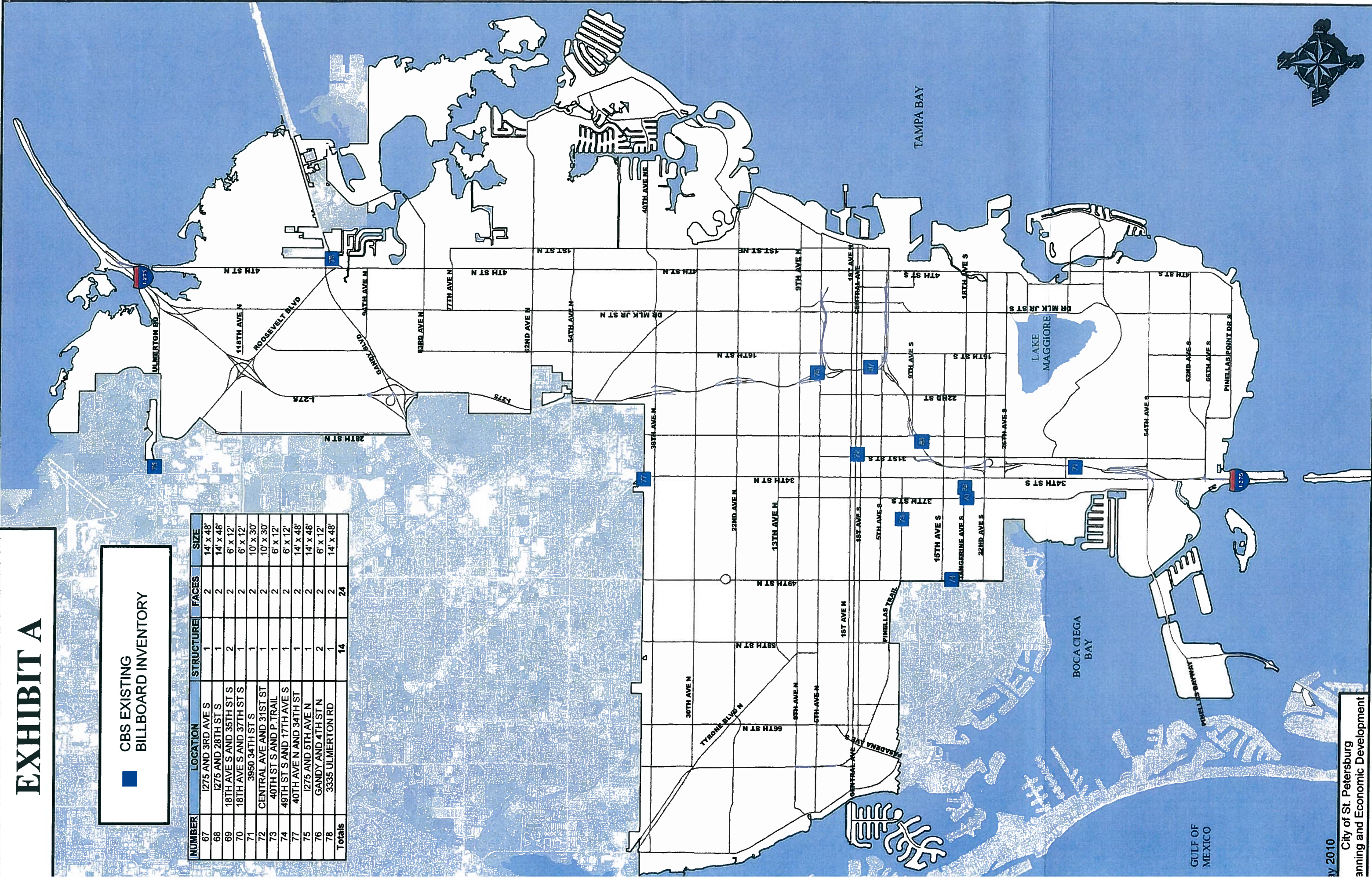


EXHIBIT B

CBS SIGNS TO BE REMOVED

NUMBER	LOCATION	STRUCTURES	FACES	SIZE
69	18TH AVE S AND 35TH ST S	2	2	6' x 12'
70	18TH AVE S AND 37TH ST S	1	2	6' x 12'
73	40TH ST S AND P. TRAIL	1	2	6' x 12'
74	49TH ST S AND 17TH AVE S	1	2	6' x 12'
76	GANDY AND 4TH ST N	2	2	6' x 12'
Totals		7	10	

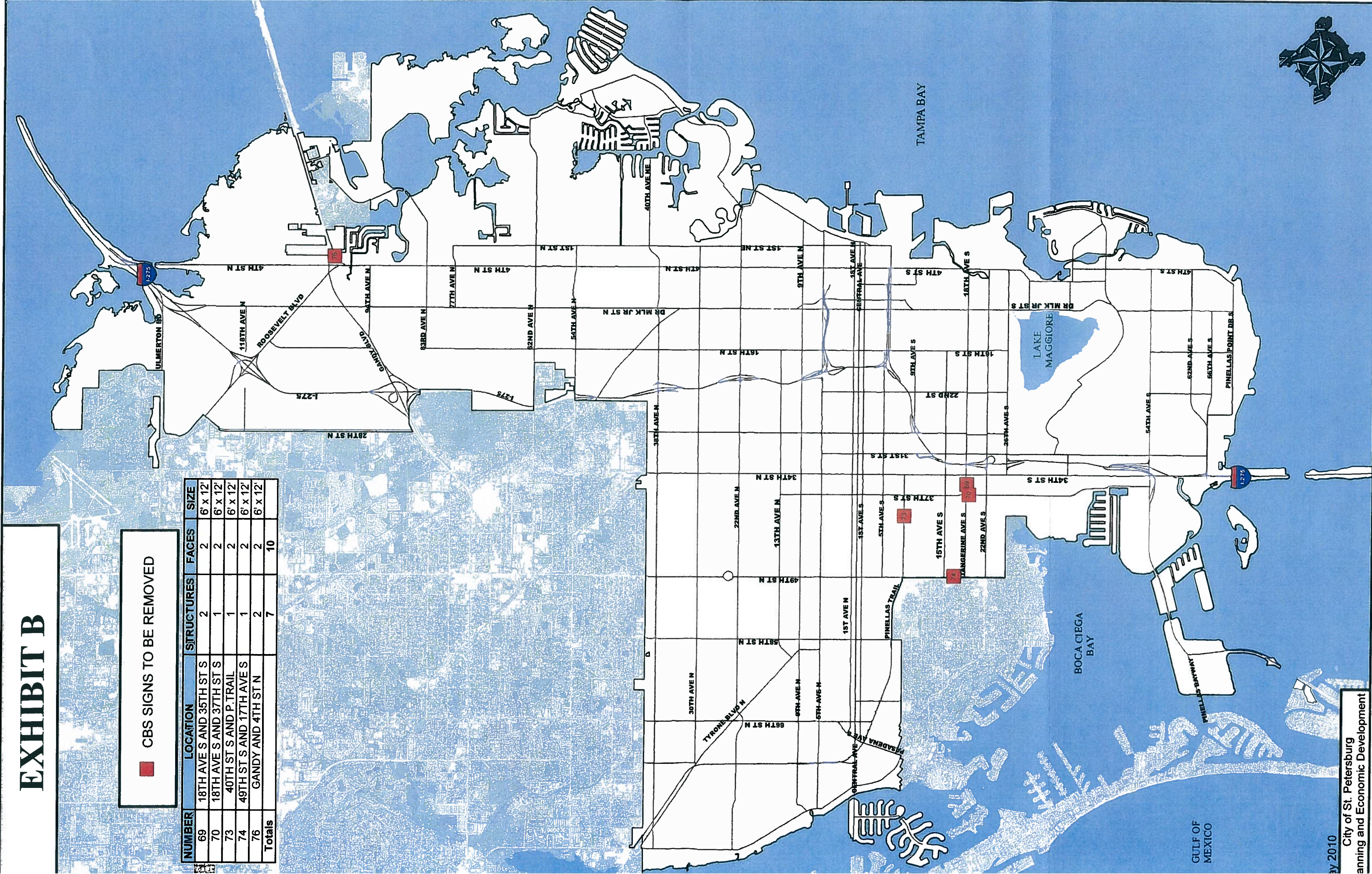


EXHIBIT C

 CBS DIGITAL LOCATION

