



PUBLIC HEARING

**REPORT TO THE DEVELOPMENT REVIEW COMMISSION FROM
DEVELOPMENT REVIEW SERVICES DIVISION, PLANNING & ECONOMIC
DEVELOPMENT DEPARTMENT, for Public Hearing and Executive Action on July 6, 2011
at 2:00 P.M. in Council Chambers, City Hall, 175 Fifth Street North, St. Petersburg, Florida**

Subject:

City File LDR 2009-10: Proposed amendments to the Land Development Regulations, City Code Chapter 16, regarding off premise signage (billboards), and proposed agreements with Clear Channel Outdoor to permanently remove 80 static billboards and replace eight (8) remaining static billboard faces with digital billboard faces and CBS Outdoor to permanently remove 14 static billboard faces and replace one (1) remaining static billboard face with a digital billboard face.

Analysis:

City Council and the City Administration, in response to requests by the billboard industry to allow digital billboards, have been discussing modifying the Land Development Regulations (LDRs) to permit digital billboards under specific circumstances since at least December of 2009. Allowing digital billboards in St. Petersburg has been reviewed in the context of an opportunity to significantly reduce the number of static billboards and to increase the City's marketing and public information capability. The purpose of this staff report is to review the background; to explain the current proposal, including the proposed Ordinance change and agreements with Clear Channel Outdoor and CBS Outdoor; to provide an analysis of the proposal which includes negotiated changes since June of 2010; to review relevant Comprehensive Plan material; to review the public input process and to make a staff recommendation.

Background

The proposed amendments revise Section 16.40.120 of the LDRs regarding signage to define and regulate a new form of sign technology: electronic digital off-premise signs, more commonly referred to as digital billboards. Digital billboards, which incorporate digital display technology, are being employed by outdoor advertisers in many jurisdictions throughout the state and nationwide. Digital display technology allows the sign message to be changed remotely and more frequently. As a result of these benefits, digital

billboards are becoming the preferred choice among outdoor advertisers and are increasingly replacing static billboards. Some local governments neighboring St. Petersburg (Pinellas Park, South Pasadena, Tampa and Hillsborough County) allow digital billboards, which can be seen on major roadways surrounding the City's municipal boundary. Pinellas County also has digital billboards within unincorporated Pinellas County and the County is now in the process of negotiating the end of a current moratorium on digital billboards. St. Petersburg's current sign regulations prohibit off-premise changeable messages (they are allowed as a portion of an on-premise sign).

The largest outdoor advertising firm in St. Petersburg, Clear Channel Outdoor, first requested that St. Petersburg consider certain amendments to accommodate this emerging technology. The proposed Ordinance, which modifies the sign regulations to allow digital billboards with certain conditions and in specific locations, is the result of discussions that took place over the past 18 months with the Development Review Commission (DRC), Planning and Visioning Commission (PVC), Council of Neighborhood Associations (C.O.N.A.), the Public Services & Infrastructure Committee and City Council. Concurrent with these discussions, Clear Channel Outdoor has had ongoing discussions with the Administration regarding specifics of a billboard removal and digital replacement agreement over the last four (4) years. CBS Outdoor has also been involved in these discussions.

Proposed Ordinance and Agreement

This City-initiated application amends Section 16.40.120 of the LDRs regarding signs to define and regulate electronic digital off-premise signs. In addition to the Ordinance amending the City Code, an agreement has been drafted which will be required of any outdoor advertiser wishing to participate in the billboard removal and replacement program. The proposed Ordinance and agreements with Clear Channel Outdoor and CBS Outdoor are included as attachments to this report.

The proposed Ordinance amends the existing sign regulations as follows:

- Defines digital or electronic off-premise signs;
- Includes poorly maintained signs as Prohibited Signs;
- Establishes guidelines for 3-Dimensional objects on off-premise signs;
- Identifies an opportunity for outdoor media agencies to seek approval to replace existing off-premise signs (static billboards) with electronic digital off-premise signs;
- Establishes in the Ordinance the minimum replacement ratio of 10 existing billboard faces permanently removed for the ability to

replace one existing static billboard face with a digital face;

- Requires that all billboard faces be removed from a structure in order for each sign face to qualify as a removed sign;
- Identifies the maximum size of a digital billboard face as not to exceed fourteen feet and one and three quarters inches (14' 1 ¾") in height and forty-eight feet and two and one quarter inches (48' 2 ¼") in width including any border area;
- Identifies the locational conditions for digital signs:
 - 2,500' separation from other electronic digital off-premise signs facing the same direction regardless of ownership;
 - Space digital signs so that a driver cannot read more than one digital or electronic off premise sign face at the same time regardless of ownership;
 - Only located at existing billboard sites on the Interstate and Interstate feeders;
 - Height of an electronic digital off-premise sign cannot exceed existing height of the static billboard or 25 feet over the crown of the abutting roadway, whichever is higher;
 - 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).
- Identifies the operational conditions for digital signs:
 - Minimum message duration 10 seconds;
 - Message transition and complexity standards (static messages only, no scrolling or sequenced messages).
- Establishes maximum brightness standard of 0.3 foot-candles above the normal ambient light levels when measured 250 feet perpendicular from the face of the sign for any sign face greater than 378.0 square feet in area;
- Requires that each digital sign have a light sensing device to adjust brightness as ambient light conditions change;
- Requires electronic digital off-premise signs to have a default mechanism or setting that will cause the sign to turn off or show a "full black" image if a malfunction occurs;
- Requires outdoor advertiser to make electronic digital off-premise signs available to the City and other public agencies for public service uses such as evacuations, Amber Alerts, Cop Killer Alerts and notice of City sponsored or co-sponsored special events;
- Restricts any future static billboard construction to the Interstate and Interstate feeders;
- Provides opportunity for removed static billboards to be reconstructed if this Ordinance is declared invalid, illegal or unenforceable by a court of competent jurisdiction. In such a case, any electronic digital off-premise sign that had been constructed

would have to be removed.

Agreements have been drafted between the City and Clear Channel Outdoor and the City and CBS Outdoor. The agreement with Clear Channel Outdoor includes the following:

Clear Channel Outdoor Agreement:

- Identifies the number and locations of static billboard structures and faces owned by Clear Channel Outdoor in St. Petersburg;
- Establishes the right of Clear Channel Outdoor to replace a maximum of eight (8) static billboard faces with digital billboard faces at a ratio of one (1) digital face for each ten (10) static faces permanently removed;
- Identifies the number and locations of static billboards proposed to be removed, the number and locations of remaining static billboards and the number and locations of digital billboards requested;
- Specifies that half of the total number of billboards to be removed will be removed prior to City approval for construction of any electronic digital off-premise sign, and that all billboards to be removed will be removed within two (2) years from the date of the agreement or existing permits for digital signs shall be suspended. At no time shall the ratio of removed billboards to constructed digital billboards be less than ten (10) to one (1);
- Requires that Clear Channel Outdoor cannot re-construct or replace any static off-premise signs removed under this agreement, unless the Ordinance is declared invalid as noted previously;
- Requires that when one (1) static billboard face is removed in conjunction with this agreement then all static faces from that structure shall be removed, as well as the structure;
- Requires Clear Channel Outdoor to coordinate with local and state authorities to provide regional emergency information on the electronic digital off-premise signs, such as: Amber Alerts, Cop Killer Alerts, evacuations, tropical storms and hurricanes;
- Requires Clear Channel Outdoor to display advertising copy on the electronic digital off-premise signs on behalf of the City. The City will be entitled to one (1) "slot" in every rotation on each digital billboard during 12 separate ten (10) day periods each calendar year. In addition, Clear Channel Outdoor will make one (1) "slot" available to the City for the first 14 days of operation of each digital sign face. Furthermore, Clear Channel Outdoor will make one (1) "slot" available to the City when there are unsold "slots;"
- Establishes that Clear Channel Outdoor may be charged by the City a maximum of five thousand dollars (\$5,000) per year for quarterly code compliance monitoring expenses. Complaint-based code monitoring expenses, costs of equipment and personnel training to

enforce the regulations, and any penalties enforced against Clear Channel Outdoor for non-compliance shall be paid by Clear Channel as expenses additional to the maximum \$5,000 cost of quarterly code compliance monitoring.

CBS Outdoor Agreement:

The proposed agreement with CBS Outdoor is similar to the proposed agreement with Clear Channel Outdoor with two (2) significant modifications: 1) CBS Outdoor will provide the City with significantly less use of the digital billboard for advertising purposes and 2) in exchange for providing less advertising space to the City, CBS Outdoor will permanently remove 14 existing static billboard faces rather than ten (10) in order to replace one (1) remaining static billboard face with a digital face. Specifically, the CBS Outdoor agreement includes the following:

- Identifies the number and locations of static billboard structures and faces owned by CBS Outdoor in St. Petersburg;
- Establishes the right of CBS Outdoor to replace a maximum of one (1) static billboard face with a digital billboard face with 14 static billboard faces permanently removed;
- Identifies the number and locations of static billboards proposed to be removed, the number and locations of remaining static billboards and the location of the digital billboard requested;
- Specifies that the static billboards to be removed will be removed within two (2) years from the date of the agreement;
- Requires that CBS Outdoor cannot re-construct or replace any static off-premise signs removed under this agreement, unless the Ordinance is declared invalid as noted previously;
- Requires that when one (1) static billboard face is removed in conjunction with this agreement then all static faces from that structure shall be removed, as well as the structure;
- Requires CBS Outdoor to coordinate with local and state authorities to provide regional emergency information on the electronic digital off-premise signs, such as: Amber Alerts, Cop Killer Alerts, evacuations, tropical storms and hurricanes;
- Requires CBS Outdoor to display advertising copy on the electronic digital off-premise sign on behalf of the City on a space-available basis. The City will be entitled to use one (1) unsold or unused "slot" in every rotation for so long as said "slot" remains unsold or unused;
- Establishes that CBS Outdoor may be charged by the City a maximum of two thousand dollars (\$2,000) per year for quarterly code compliance monitoring expenses. Complaint-based code monitoring expenses, the cost of equipment and personnel training to enforce the regulations, and any penalties enforced against CBS

Outdoor for non-compliance shall be paid by CBS as expenses additional to the maximum \$2,000 cost of quarterly code compliance monitoring.

Proposal

Clear Channel Outdoor proposes to permanently remove 80 static billboard faces and to replace eight (8) of their remaining 48 static faces with digital billboard faces. All eight (8) proposed digital billboard faces would be located on the Interstate and Interstate feeders. A visual depiction of this proposal is included as Clear Channel Outdoor Exhibits B and C in the attached agreement.

CBS Outdoor proposes to permanently remove 14 static billboard faces and to replace one (1) of their remaining ten (10) static faces with a digital billboard face. The proposed digital billboard face would be located on the Interstate. A visual depiction of this proposal is included as CBS Exhibits B and C in the attached agreement.

Compliance with Proposed Ordinance

Staff has prepared a table depicting the proposed regulations which shows compliance for the proposed digital billboard faces with the regulations. The compliance table shows that the proposed digital faces are in compliance with the requirements for 500' separation from residentially zoned property as defined in the City Code, 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 being able to read two (2) digital faces at the same time and the proposed digital locations being on roadways approved by the proposed ordinance.

Static Billboard Removal

City Council has previously expressed to staff an interest in removing static billboards from residential/neighborhood locations. The proposed removals will, if approved, make significant progress in this area, as 94 billboard faces and 50 structures will be removed from the community within two (2) years. It should also be noted that Clear Channel has agreed to remove one (1) billboard structure with two (2) billboard faces from the Manhattan Casino site. This will eliminate an existing billboard from a locally designated historic landmark property.

Changes to Ordinance and/or agreement since June 3, 2010 workshop

- Inclusion of the new inventory number of 128 for signs owned by

Clear Channel Outdoor in the City of St. Petersburg. Four (4) sign faces have been removed since the last workshop;

- Establishes the amount of advertising space that will be made available to the City by Clear Channel Outdoor and CBS Outdoor;
- Inclusion of new ratio for CBS Outdoor of 14 static billboard faces removed and one (1) remaining static billboard face replaced with a digital face due to the fact that CBS Outdoor is providing the City with less advertising space than Clear Channel Outdoor is providing;
- Height of electronic digital off-premise replacement signs shall not exceed the existing height of the static billboard face being replaced, or 25 feet over the crown of the abutting roadway, whichever is higher;
- Establishes maximum yearly fee of five thousand dollars (\$5,000) for quarterly code compliance monitoring expenses for Clear Channel Outdoor and two thousand dollars (\$2,000) for CBS Outdoor. Costs associated with complaint-based code compliance, violations, and equipment and/or personnel training needed for monitoring compliance are over and above the \$5,000 and \$2,000, respectively, and shall be paid by the billboard companies;
- Removed prohibitions on Clear Channel Outdoor and CBS Outdoor from purchasing, leasing, or otherwise operating any legally permitted off-premise sign in the City beyond the remaining 48 sign faces Clear Channel Outdoor and ten (10) sign faces CBS Outdoor will have remaining after the removal of 80 sign faces and 14 sign faces, respectively;
- Removed restrictions on text size and content (phone numbers, web addresses);
- Opportunity provided for removed static billboards to be reconstructed if the Ordinance is declared invalid, illegal or unenforceable by a court of competent jurisdiction. In such a case, any digital billboards that had been constructed would have to be removed.

Federal Highway Administration Study

At all of the previous Council Workshops regarding this proposal, the issue of a study being conducted by the Federal Highway Administration (FHWA) has been discussed. The purpose of this study, according to staff's understanding, is to field study the effects of visual objects along the highways on driver attention. It was previously anticipated that this study would be released last summer; however, the study has not yet been published. Staff recently contacted Mr. Monk, who is the study contact with the FHWA, and staff was told that there is not a definite publish date at this time.

Status

The Development Review Commission will make a recommendation to City Council as to whether or not the proposal is consistent with the intent of the Comprehensive Plan. It is anticipated that the proposal will then move to City Council for public hearings on August 4 and August 18, 2011.

Public Input

In December of 2009, a version of this proposal was considered by the DRC and the Planning & Visioning Commission (PVC). At those meetings, both Commissions heard comments from the public regarding the proposal. A version of this proposal was also heard for first reading and first public hearing by City Council in December of 2009. At that time, Council referred the matter to a workshop. Since December of 2009, there have been three (3) City Council workshops on this proposal.

Staff has also continuously shared documents related to this proposal with C.O.N.A. since the administration decided to bring this proposal forward in late 2009. City staff has met with C.O.N.A. leadership to provide information and answer questions. C.O.N.A. does not support the proposal as indicated in their attached correspondence. City staff also met with the Chamber of Commerce Public Policy Committee in July of 2010 to present the proposal and to answer questions. The Committee voted to support the proposal.

Tom O'Neil, Vice President of Real Estate and Public Affairs for Clear Channel Outdoor, attended neighborhood association meetings in the Historic Old Northeast, Historic Kenwood and Wildwood during 2009 to 2010. Mr. O'Neil also attended two (2) C.O.N.A. Board meetings and two (2) St. Petersburg Chamber of Commerce Public Policy Committee meetings.

On June 9, 2011, the subject proposal was heard by the Public Services and Infrastructure Committee of City Council. At that time, the City had not reached an agreement with CBS Outdoor; however, the Committee voted four (4) to zero (0) to move forward to the full City Council with the proposed Clear Channel Outdoor agreement. On June 23, 2011, staff updated the Public Services and Infrastructure Committee regarding the proposed CBS Outdoor agreement and the Committee agreed to move both the proposed Clear Channel Outdoor and CBS Outdoor agreements forward simultaneously.

Authority:

Pursuant to Section 16.80.020.1 of the City Code of Ordinances, the DRC, acting as the Land Development Regulation Commission (LDRC), is responsible for reviewing and making a recommendation to the City

Council on all proposed LDR amendments

Housing
Affordability
Impact
Statement:

The proposed amendments will have no impact on housing affordability, availability or accessibility. A Housing Affordability Impact Statement is attached.

Compliance
with the
Comprehensive
Plan:

Review of the proposed amendments to Section 16.40.120 of the LDRs by the DRC includes consistency with the City's Comprehensive Plan. Many issues addressed in the LDRs, such as pushcart vending, cell towers, landscaping requirements and fence regulations are not specifically addressed in the Comprehensive Plan. Such is the case with digital billboards; however, an objective of the Land Use Element, LU20, broadly addresses amending land development regulations to further the goals of the plan, "The City shall, on an ongoing basis, review and consider for adoption, amendments to existing and/or new innovative land development regulations that can provide additional incentives for the achievement of Comprehensive Plan Objectives."

The Vision Element of the plan was adopted in 2007, after completion of the Vision 2020 process and concurrent with adoption of the current LDRs. Unlike the other plan elements, which have many objectives and policies, the Vision element contains only one (1) objective and one (1) policy,

- Objective V1: When considering the probable use of land in a development application, the principles and recommendations noted in the Vision Element should be considered where applicable
- Policy V1.1: Development decisions and strategies shall integrate the guiding principles found in the Vision Element with sound planning principles followed in the formal planning process.

The balance of the Vision Element is the themes and values developed by citizen groups during the Vision 2020 planning process. Each citizen based theme, such as arts and culture, neighborhoods, and appearance, has a mission statement, likes and dislikes, and results of a successful visioning process. The following are those results for the appearance theme:

Appearance Mission Statement:

"St. Petersburg is a beautiful subtropical city. Our streets and public spaces are our shared public space. Future development will result in quality and function of architecture, landscape, **signage**, lighting, streets, and street furniture. All members of our community shall take pride in maintaining their property and share in creating a pleasing visual environment."

Likes: Historic buildings and neighborhoods, large trees, neighborhood markers, small brick streets and hex pavers, adaptive re-use of quality old buildings, city street tree planting program.

Dislikes: Visual blight, especially associated with many large roads, extensive asphalt parking without trees, unattractive newspaper boxes and bus stops, **sign proliferation**, destruction of historic buildings, loss of brick streets and hex pavers, poor design of new buildings and development, vacant/unkempt properties, code violations, openly visible public power plants and roadway utilities.

Results of a successful plan include:

- Beautiful buildings and roads;
- Renewed St Petersburg “traditions” such as brick streets, hex pavers, decorative lamps, street trees, unique/local architecture;
- Revised/renewed commitment to appropriate codes and standards of design for architecture, **signage**, landscape and site planning to ensure quality and beauty;
- Incentives to encourage beautification;
- Reduced road widths to enhance appearance and pedestrian feeling.

Therefore, Objective LU20 of the Land Use Element of the City’s Comprehensive Plan directs the City to review and consider amendments to the Land Development Regulations that can provide additional incentives for the achievement of the objectives of the Comprehensive Plan. One objective of the Comprehensive Plan is to consider the principles and recommendations of the Vision Element when making development decisions. The Vision Element includes statements of themes and values advocated by the Vision 2020 citizen groups to improve the quality and function of signage, halt sign proliferation, and develop appropriate codes and standards for signage. The proposed amendments to Chapter 16 effectuate these citizen goals in the Vision Element by (1) reducing the number of billboards in the community by requiring a minimum ratio of ten (10) static billboards permanently removed for every one (1) conversion of an existing static billboard to a digital billboard, (2) minimizing the intrusion of digital billboards into the neighborhoods by requiring them to be located only on the Interstate or Interstate feeders, (3) minimizing the intrusion of static billboards in the neighborhoods by restricting any future static billboard construction to the Interstate and Interstate feeders, and (4) providing appropriate standards for digital billboards to minimize negative aesthetic impact and driver distraction.

Recommendation: The Planning & Economic Development Department finds that the proposed amendments to Chapter 16, City Code of Ordinances, are consistent with the Comprehensive Plan and recommends **APPROVAL**.

Attachments:

Housing Affordability Impact Statement;
Proposed Ordinance;
Proposed Agreement with Clear Channel Outdoor;
Clear Channel Outdoor Exhibit A – location of all Clear Channel Outdoor billboards in the City of St. Petersburg;
Clear Channel Outdoor Exhibit B – location of proposed static billboards to be removed;
Clear Channel Outdoor Exhibit C – location of proposed digital billboard faces (eight (8) on Interstate);
Proposed Agreement with CBS Outdoor;
CBS Outdoor Exhibit A – location of all CBS Outdoor billboards in the City of St. Petersburg;
CBS Outdoor Exhibit B – location of proposed static billboards to be removed;
CBS Outdoor Exhibit C – location of proposed digital billboard face (Interstate);
Map depicting complete current inventory of static billboard faces for Clear Channel Outdoor and CBS Outdoor;
Map depicting remaining Clear Channel Outdoor and CBS Outdoor billboard inventory after the permanent removal of 94 static sign faces and replacement of nine (9) remaining static sign faces with digital faces;
Table depicting proposed digital billboard compliance with proposed regulations;
Table comparing regulations of other jurisdictions to proposed St. Petersburg regulations; and
Correspondence from C.O.N.A..



City of St. Petersburg
Housing Affordability Impact Statement

Each year, the City of St. Petersburg receives approximately \$2 million dollars in State Housing Initiative Partnership (SHIP) funds for its affordable housing programs. To receive these funds, the City is required to maintain an ongoing process for review of local policies, ordinances, resolutions, and plan provisions that **increase the cost of housing construction, or of housing redevelopment**, and to establish a tracking system to estimate the cumulative cost per housing unit from these actions for the period July 1 - June 30 annually. This form should be attached to all policies, ordinances, resolutions, and plan provisions which increase housing costs, and a copy of the completed form should be provided to the City's Housing and Community Development Department.

I. Initiating Department:

Development Services.

II. Policy, Procedure, Regulations, or Comprehensive Plan Amendment Under Consideration for adoption by Ordinance or Resolution:

See attached proposed ordinance (City File LDR-2009-10).

III. Impact Analysis:

- A. Will the proposed policy, procedure, regulation, or plan amendment (being adopted by ordinance or resolution) increase the cost of housing development? (i.e. more landscaping, larger lot sizes, increase fee, require more infrastructure costs up from, etc.)

No X (No further explanation required)
Yes Explanation:

If yes, the **per unit cost increase** associated with this proposed policy change is estimated to be by \$_____.

- B. Will the proposed policy, procedure, regulation, plan amendment, etc. increase the time needed for housing development approvals?


No X (No Further explanation required)

Yes Explanation:
IV. Certification

It is important that new local laws which could counteract or negate local, state and federal reforms and incentives created for the housing construction industry receive due consideration. If the adoption of the proposed regulation is imperative to protect the public health, safety and welfare and, therefore, its purpose outweighs the need to continue the community's ability to provide affordable housing, please explain below:

CHECK ONE:

- ☒ The proposed regulation, policy, procedure, or comprehensive plan amendment will **not** result in an increase to the cost of housing development or redevelopment in the City of St. Petersburg and no further action is required. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development Department.)



Department Director (signature)

6-28-11

Date

OR

- ☐ The proposed regulation, policy, procedure, or comprehensive plan amendment being proposed by resolution or ordinance *will increase housing costs* in the City of St. Petersburg. (Please attach this Impact Statement to City Council Material, and provide a copy to Housing and Community Development Department.)

Department Director (signature)

Date

Copies to: Eva Andujar, City Clerk
Joshua A. Johnson, Director of Housing & Community Development

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
STANDARDS FOR LIGHTING;
PROVIDING STANDARDS 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 the City of St. Petersburg (the "City"); 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, outdoor advertising companies that own off-premise signs in the City have 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 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 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 utilizing digital message technology, capable of changing the static message or copy on the sign electronically.

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. Digital or electronic off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

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 that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Signs that exist in a poorly maintained state for more than sixty (60) consecutive days after the City has provided notice to the sign owner. Signs in a poorly maintained state include, but are not limited to, signs where the advertisement on the sign face is peeling or where such poorly maintained signs are an eyesore or contribute to blight. Such signs shall be prohibited even if they do not pose a risk of imminent collapse or constitute a threat to public health or safety.

Three-dimensional objects that are used as signs. The term includes objects that are not necessary for use or function of the site, objects that are exaggerated in size, color, and depiction so as to attract attention, or objects that are directly related to the finished product or service sold within an establishment. Three-dimensional extensions on static off-premise signs that are constructed and operated in accordance with this Sign Code shall not be deemed to be included within this definition of prohibited signs.

Section Three. Section 16.40.120.15 of the St. Petersburg City 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 that provides for a reduction in the number of off-premise signs in the City, as authorized pursuant to Section 70.20, Florida Statutes (2009), of the Bert J. Harris, Jr. Private Property Rights Protection Act. The City may enter into such consensual agreements with sign owners for the removal, reconstruction, and construction of signs. If (a) Section 16.40.120.15(I)(12) (providing for the permanent removal of ten (10) static off-premise signs in exchange for the conversion of one remaining sign face to a digital or electronic sign, with affected signs to be designated by agreement, and providing for public service and City-sponsored messages on the digital or electronic sign(s)) of this Ordinance is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction or (b) any other portion of this Ordinance is declared invalid, illegal, or unenforceable by a final order from a court of competent jurisdiction and such court order specifically requires the removal of any digital or electronic off-premise sign constructed in accordance with this Ordinance, then, upon such court order becoming final and non-appealable, (i) the authorization for any digital or electronic off-premise sign allowed by this subsection and implemented through an agreement entered into pursuant to this ordinance shall immediately be illegal and null and void; (ii) any digital or electronic off-premise sign that has been constructed pursuant to this subsection of the City Code shall become illegal and, within thirty (30) days of the expiration of the date the order becomes final and non-appealable, must be either demolished and removed at the expense of the sign owner or converted to a static sign at the expense of the sign owner; (iii) any static off-premise signs that were removed in order to construct digital or electronic off-premise signs may be rebuilt in accordance with the agreement entered into with the sign owner to implement this Ordinance, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, and (iv) this subsection of the City Code shall become void and repealed. Digital or electronic off-premise signs shall be permitted, constructed, and operated in accordance with the following standards:

1. Locations. Digital or electronic off-premise signs shall only be allowed within one hundred feet (100') of the right-of-way of the interstate, including the downtown feeders.. Digital or electronic off-premise 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. Digital or electronic off-premise signs are prohibited within 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 or electronic off-premise signs are also prohibited within

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 or electronic sign face to the closest property line of the residentially zoned property.

2. Separation. Digital or electronic off-premise signs shall be spaced so that a driver cannot read more than one digital or electronic off-premise sign face at the same time, regardless of ownership. A digital or electronic off-premise sign shall be at least two thousand five hundred feet (2,500') from any other digital or electronic off-premise sign facing the same direction on the same roadway, regardless of ownership. Such distance shall be measured along the centerline of the abutting roadway.

3. Size. The sign face of each sign shall not exceed fourteen feet and one and three-quarters inches (14' 1 $\frac{3}{4}$ ") in height and forty-eight feet and two and one quarter inches (48' 2 $\frac{1}{4}$ ") in width. The area of any border shall be included in the area of the sign face. Such a border shall be black, with no illumination and no writing or symbols other than the identification (name and/or logo) of the sign owner.

4. Height. The maximum height shall be twenty-five feet (25') or the height of the existing static billboard that is being replaced, whichever is greater. The height of each existing static billboard to be replaced with a digital or electronic off-premise sign shall be subject to verification by the City prior to the existing billboard being altered, demolished, removed, or converted. The maximum height shall be measured to the highest point of the sign or sign structure, including any border or extensions. 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. 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 digital or electronic off-premise signs. This includes permitting construction or reconstruction that meets the current building department standards of wind load and the building code.

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. Consecutive messages on a single electronic changeable message sign face (digital slots) are prohibited when the second message answers a textual question posed on the prior slot, continues or completes a sentence started on the prior slot, or continues or completes a story line started on the prior slot. Nothing in this subsection shall prohibit consecutive messages by the same advertiser or consecutive messages for the same product provided that the second of such advertisements does not answer a textual question posed in the first advertisement, continue or complete a sentence started on the first advertisement, or continue or complete a story line

started on the prior slot. For example, consecutive advertisements by a single grocery store advertising the same or multiple products are permitted provided that such advertisements do not answer textual questions, continue or complete a sentence from one slot to the next slot, or continue or complete a story line from one slot to the next slot.

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

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 0.3 foot candles above the ambient light measured one hundred fifty feet (150') perpendicular from the face of a sign that is less than or equal to 300.0 square feet in area, two hundred feet (200') perpendicular from the face of a sign that is greater than 300.0 square feet in area but less than or equal to 378.0 square feet in area, and two hundred fifty feet (250') perpendicular from the face of a sign that is greater than 378.0 square feet in area.

9. The sign face shall not display light that is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. 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 show a "full black" image if a visible malfunction or failure occurs.

11. The sign shall not be configured to resemble a warning or danger signal. The sign shall not resemble or simulate any lights or official signage used to control traffic.

12. 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 in accordance with Section 70.20, Florida Statutes. The agreement shall specify which existing billboard faces shall be permanently 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 permanently removed for each digital or electronic off-premise sign face requested to be approved. All sign faces must be removed from an existing structure in order for each removed face to qualify as a removed sign. The agreement shall require approval by City Council. The agreement shall also provide for public service announcements on a regular basis without charge. Such announcements shall be provided regularly throughout the day and year as specified in the agreement and shall include messages of significant public interest related to safety and traffic matters (e.g. Amber Alerts, Cop Killer Alerts, and hurricane evacuation notices) and messages related to City-sponsored and co-sponsored events.

13. Upon completion of the demolition, removal, and disposal of any existing sign that is conforming or non-conforming under the Land Development Regulations and that is not replaced

by a replacement sign as authorized in an agreement with the City in accordance with Section 70.20, Florida Statutes, the property upon which the conforming or non-conforming sign was located shall no longer include off-premise signs as a permitted structure except as otherwise expressly authorized by such agreement with the City.

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, complies with applicable State regulations, or will comply as proposed with applicable State regulations.

15. No variances may be granted that would alter any of the provisions of this Section.

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 that are abutting the interstate or interstate feeders federal aid primary designated roads.

Section Five. Section 16.40.120.19 of the St. Petersburg City Code is hereby amended to change the definitions of “Sign area” and “Sign face” as follows:

Sign area. The total area of a sign face. Sign area shall include the background and frame of a sign structure and any borders or extensions, but not the structural supporting elements outside of its frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background which that is not a part of the sign, the area of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that which will enclose the whole group of letters, characters and symbols. Where a sign is built with two faces back-to-back, the area of the sign shall be the larger of the areas of the two faces computed as herein before specified.

In the case of a three-sided sign forming a triangle with sign faces on each side, sign area shall be calculated as one and one-half times the largest face. In the case of a four-faced sign forming a square with sign faces on each side, sign area shall be calculated as two times the largest face.

Sign face. Any plane, surface, curve or other area upon which appears the letters, characters and symbols composing the sign message, and the background of the letters, characters and symbols. The total surface of a sign, including the background, and frame, border, and any extensions, but not the structural supporting elements outside of the frame or extensions. Where a sign is composed of skeletal letters, characters, or symbols applied to a wall or other background which that is not a part of the sign, the face of the sign shall be the area of the smallest rectangle, square, triangle, circle, or other geometric figure that which will enclose the whole group of letters, characters and symbols. Background colors that which are part of a corporate logo shall be considered a part of the sign face. Where a freestanding sign contains two

or more tenant panels on the same side of the sign, the sign face shall include all of the tenant panels including framing.

Section Six. Section 16.40.120.15.F.10 of the St. Petersburg Code is hereby added to read as follows:

10. *Three-dimensional extensions.* Static off-premise signs may include one or more three-dimensional extensions. Each extension is permitted to project to a maximum depth of five (5) feet beyond the surface of the sign face but not into any right-of-way. Three-dimensional extension(s) on any sign shall not exceed a total maximum area that exceeds thirty (30) percent of the total sign face area. Each three-dimensional extension shall comply with the requirements of the Florida Building Code and shall be required to obtain a building permit when necessary.

Section Seven. 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 Eight. 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 Nine. 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 Ten. 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 (hereinafter the "**Parties**").

WHEREAS, CC Outdoor is the owner of one hundred twenty-eight (128) off-premise sign faces (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 (2009), of the Bert J. Harris, Jr. Private Property Rights Protection Act, cities are encouraged to enter into relocation and reconstruction agreements with owners of lawfully erected off-premise signs; and

WHEREAS, pursuant to Section 70.20, Florida Statutes, and the City Code, 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 as a condition to CC Outdoor reconstructing or replacing certain of 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 or electronic off-premise sign permitted for each ten (10) Existing Signs permanently 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 twenty-eight (128) 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"), provided that this Agreement and the City Code provisions authorizing this Agreement remain in effect, CC Outdoor shall submit applications to obtain demolition permits for a certain eighty (80) of the Existing Signs, more particularly shown on Exhibit B attached hereto and made a part hereof (collectively the "Eliminated Signs"), and shall, subject to receipt of any requisite permits, demolish the Eliminated Signs, and shall remove all debris from the properties upon which the Eliminated Signs are located and dispose of same in accordance with applicable regulations. 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 an Eliminated Sign. CC Outdoor shall complete the demolition and removal of any forty (40) of the Eliminated Signs to be permanently removed under this Agreement before the City will issue any permit necessary to replace a Remaining Sign with a digital or electronic off-premise sign ("Replacement Sign"), as set forth in Paragraph 3 below. CC Outdoor specifically agrees that it will not own, lease, maintain, operate, or replace, in its own name or through a third party or subsidiary, 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 permanent removal of all of the Eliminated Signs, CC Outdoor will own, lease, operate, or maintain forty-eight (48) Remaining Signs within the City's municipal limits. Each remaining sign face qualifies as a Remaining Sign, so that two (2) sign faces that are constructed on a single structure in a fixed, back-to-back, or "V" configuration qualify as two (2) Remaining Signs. At a ratio of one (1) digital or electronic off-premise sign permitted for each ten (10) Eliminated Signs permanently 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, subject to the City's regulations for such signs. The locations of these eight (8) digital 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 digital or electronic 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 forty-eight (48) Remaining Signs will be digital or electronic off-premise signs. Notwithstanding the foregoing, nothing herein shall restrict CC Outdoor from purchasing, leasing, or otherwise operating any legally permitted off-premise sign in the City.

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. The City agrees to cooperate with CC Outdoor in the completion of forms required by the Florida Department of Transportation as a part of the State permit process. 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 at least forty (40) of the 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 the demolition, removal, and disposal of the Eliminated Signs. Subject to the City's confirmation of CC Outdoor's complete permit application, after CC Outdoor has demolished, removed, and disposed of forty (40) Eliminated Signs, the City shall issue the permits necessary to install up to four (4) Replacement Signs. However, at no time shall the ratio of permanently removed Eliminated Signs to constructed digital or electronic off-premise signs be less than ten (10) to one (1). The City shall approve valid permit applications for construction or reconstruction that are (a) complete, (b) demonstrate compliance with all applicable requirements, including demolition, removal, and disposal requirements, and (c) meet current wind load and building code requirements. The City shall issue a permit within thirty (30) days after CC Outdoor's submission of a valid permit application that meets the above-stated requirements. Subject to the receipt of any requisite permits, CC Outdoor shall complete the demolition, removal, and disposal of all of the Eliminated Signs to be permanently removed within two (2) years from the Execution Date of this Agreement. If at the end of the two (2) year period, all 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 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, permit applications for any Replacement Signs and the Replacement Signs themselves shall meet all requirements, as they now exist or may hereafter be amended, at the time of permitting, 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 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. If CC Outdoor desires to relocate any of such Replacement Signs to a location that meets all requirements of the City Code, the City agrees to reasonably consider a proposed amendment to this Agreement to reflect the proposed relocation site.

D. **Height.** The maximum height of any digital or electronic off-premise Replacement Sign shall be twenty-five feet (25') or the height of the Remaining Sign that is being replaced at that location, whichever is greater. Height shall be measured in accordance with the provisions of Section 16.40.120.15(l)(4) of the City Code.

E. **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, Cop Killer Alerts, emergency management information, and alerts related to evacuation, tropical storms, and hurricanes. Regional emergency information shall be displayed in accordance with the established protocols of local and state authorities. Emergency communications should travel through established protocols set up by first responders.

F. **Agreement to Provide for City Messages.** CC Outdoor agrees to display advertising copy on the digital or electronic off-premise signs on behalf of the City of City-related public service announcements, welcome messages, and notices of community events ("City Messages"). Except as otherwise provided herein, the City will not be responsible for any charge or fee associated with advertising on the digital or electronic off-premise signs, other than any fees associated with providing CC Outdoor with artwork in acceptable format.

The City shall be entitled to utilize one "slot" in every rotation on each Replacement Sign during twelve (12) separate ten (10) day periods each calendar year to promote City-sponsored or co-sponsored civic events or to publicize City announcements. For the purposes of this Agreement, a "slot" shall be deemed to mean a segment of advertising time on a Replacement Sign, which shall be displayed in the same frequency, and for the same duration, as the paying advertisers then advertising on the Replacement Sign during each rotation, and each rotation shall be deemed to mean, collectively, the six (6) ten (10) second messages permitted to be displayed on the sign each minute. If the City does not utilize one of its ten (10) day advertising periods during a given calendar year, that unused advertising period shall be forfeited and may not be used in a subsequent calendar year. Likewise, if the City does not use a given ten (10) day advertising period in its entirety, the unused portion of any such advertising period shall be forfeited and may not be used later in that calendar year, in any subsequent calendar year, or otherwise combined with any other advertising period.

The City shall advise CC Outdoor in writing, no later than thirty (30) days prior to the commencement of a given calendar year (the "Reservation Date"), of the dates it intends to schedule each of its advertising periods during that calendar year. CC Outdoor will provide the City with a forty-five (45) day courtesy notice each year to advise the City of the approaching Reservation Date. Should the City need to reschedule one or more of its advertising periods after the Reservation Date due to the unanticipated cancellation or rescheduling of an event being advertised, CC Outdoor will use its best efforts to accommodate the City and reschedule the advertising period(s), provided that it has, or can reasonably create, availability without breaching or otherwise violating its contracts with its paying advertisers.

In addition to the twelve (12) ten (10) day reserved advertising periods described above, CC Outdoor will make one (1) "slot" available to the City for the first fourteen (14) days of operation of each Replacement Sign. In addition to the twelve (12) ten (10) day reserved advertising periods and the fourteen (14) day promotional periods described above, CC Outdoor will make one (1) "slot" available to the City for advertising City-related public service announcements, welcome messages, and notices of community events on a space-available basis when there is an unsold or unused "slot" on any Replacement Sign(s), but only for so long as said "slot" remains unsold or unused, and nothing contained herein shall be deemed to prevent or prohibit CC Outdoor from using such "slots" for promoting CC Outdoor's business, using such "slots" for promoting charitable enterprises, or actively seeking advertisers for unsold "slots" on any Replacement Sign(s), even though that may result in the shortening or elimination of advertising time that would otherwise be available to the City under this Agreement. The City shall be responsible for providing CC Outdoor with approved advertising copy for posting on the unsold or unused "slots." If the City should fail to timely provide CC Outdoor with approved advertising copy for the unsold or unused "slots," CC Outdoor shall be relieved of any obligation to post same. To facilitate the prompt posting of City messages when unsold or unused "slots"

become available, and to avoid forfeiture by the City, the City may provide CC Outdoor with a stock advertisement, which CC Outdoor will post when an unsold or unused "slot" becomes available. The City may replace the stock advertisement from time to time as necessary and shall be solely responsible for the production costs of any such advertising copy.

City Messages shall be subject to the following conditions and parameters:

1. All copy will be submitted to CC Outdoor at least five (5) 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. It shall be the sole and exclusive responsibility of the City to provide advertising copy, in the format required of the commercial advertisers then using the Replacement Sign(s), to CC Outdoor for posting on the Replacement Signs, and the City shall be responsible for all design and production costs associated with same. CC Outdoor shall provide the City with the necessary technical information to allow the City to submit the advertising copy in the proper format, which technical information may be subject to change from time to time. CC Outdoor will timely advise the City of any such change in advertising format.

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

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

4. **Waiver and Release of Claims.** Provided that the City issues permits for the Replacement Signs as described herein and otherwise does not obstruct the construction or operation thereof, 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 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, or the provisions of any other statute or common law.

5. **Indemnification and Hold Harmless Agreement.** CC Outdoor acknowledges that its execution of this Agreement is a voluntary act performed at its request 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, other than a claim contesting the validity of a City ordinance or a claim as a result of willful or grossly negligent acts of the City, its officers, employees, or agents, relating to the removal of the Eliminated Signs, including attorney's fees, at trial and on appeal, made by any lessee of advertising space on any of the Eliminated Signs, or by the owners of the properties upon which any of the Existing Signs are located. The City shall notify CC Outdoor of any legal action filed against the City within ten (10) days after receiving notice of same. CC Outdoor shall have the right to select counsel, but the City shall have the right to approve such counsel, which shall not

unreasonably be withheld. If the City fails to timely notify CC Outdoor, fails to cooperate in the defense of the action, or fails to reasonably approve counsel selected by CC Outdoor, then CC Outdoor shall thereafter not be responsible for the City's defense or payment of any legal fees or costs associated with such action.

6. **No City Responsibility for the Replacement Signs.** CC Outdoor acknowledges and agrees that CC Outdoor shall be solely responsible for the design, construction, operation, and maintenance of the Replacement Signs and that the City shall have no responsibility for such design, construction, operation, or maintenance. Further, CC Outdoor expressly assumes all responsibility for the content of any advertising or messages, exclusive of public service announcements and City Messages submitted by the City to CC Outdoor, on the Replacement Signs. 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 or City Messages submitted by the City to CC Outdoor for display under Paragraphs 3(E) and 3(F) of this Agreement.

7. **Codes Compliance.** By no later than October 1st of each fiscal year, beginning in the fiscal year that CC Outdoor completes construction of its first digital or electronic off-premise sign allowed under this Agreement, CC Outdoor shall pay an annual fee as assessed by the City to cover the City's anticipated additional code compliance expenses related to CC Outdoor's digital or electronic off-premise signs. The City's Codes Department intends to conduct codes compliance monitoring of each digital or electronic off-premise sign not more than quarterly, with additional codes compliance monitoring of individual signs in response to complaints received by the City about a particular sign. The annual fee shall be determined, therefore, based on the number of digital or electronic off-premise signs owned, maintained, or operated by CC Outdoor, the cost of quarterly codes compliance monitoring for such signs, and the cost (if any) of complaint-based codes compliance monitoring of individual signs. Notwithstanding anything herein to the contrary, the annual fee for quarterly codes compliance monitoring shall not exceed five thousand dollars (\$5,000.00) per year. The annual fee for complaint-based codes compliance monitoring shall depend upon the number of complaints resulting in findings of actual violations of the City Code, if any, received by the City about digital or electronic off-premise signs owned by the sign owner within the City and the time and resources it requires of the City to process, investigate, and resolve such complaints. 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, the costs of any such equipment or personnel training shall be allocated proportionally among sign owners based on the number of partially and fully constructed digital or electronic off-premise signs that each sign owner owns within the city limits of the City. Any assessment for the cost of equipment or training shall be additional to the annual fee for quarterly and complaint-based code compliance.

8. **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.

9. **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.

10. **No Severability.** The Parties agree that the terms and provisions of this Agreement are not severable. If (a) Paragraph 2 or Paragraph 3 of this Agreement is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction or (b) any other portion of this Agreement shall be declared by a final order of a court of competent jurisdiction to be invalid, illegal, or unenforceable and such order expressly requires the removal of any digital displays constructed in accordance with this Agreement, then, upon the expiration of the appeal period for such court order and such order becoming final and non-appealable, this entire Agreement shall be invalid, illegal, or unenforceable and the authorization for off-premise signs within the City of St. Petersburg shall revert to the status quo as it existed at the time of execution of this Agreement. This means that CC Outdoor shall have the right, at its own expense, to rebuild, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, the static off-premise signs that CC Outdoor removed as Eliminated Signs; that the authorization for any digital or electronic off-premise sign allowed by this Agreement shall immediately be illegal; and that any digital or electronic off-premise sign that has been constructed pursuant to this Agreement shall immediately become illegal. CC Outdoor, at its own expense and within thirty (30) days of such order becoming final and non-appealable, shall remove the digital display from any digital or electronic off-premise sign allowed by this Agreement. CC Outdoor is hereby granted the right, which it must exercise, to select to take either of the following actions with regard to the digital or electronic off-premise signs required to be removed pursuant to the prior sentence: (i) convert any such signs into static off-premise signs or (ii) demolish the signs, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. The failure to timely remove the digital display from one or more of the Replacement Signs and to promptly take one of the two above-stated actions for each Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from any or all of CC Outdoor's digital or electronic off-premise signs at the expense of CC Outdoor.

11. **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, Tampa Division, for federal actions, to the exclusion of any other venue.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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 that requires City consent.

17. **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 for the construction and replacement rights for a maximum of eight (8) digital or electronic off-premise signs, as described in this Agreement.

18. **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.

19. **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:

City of St. Petersburg
Planning and Economic Development Department
Attention: David S. Goodwin, Director

(Physical Address)
Municipal Services Center

One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

With a copy to:

City of St. Petersburg
City Attorney's Office
Attention: Erica K. Smith, Esq., Assistant City Attorney

(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

If to CC Outdoor:

Clear Channel Outdoor
5555 Ulmerton Road
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, FL 32801

20. **Public Records Law.** CC Outdoor acknowledges that certain 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, reasonably 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; 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 particular records are public records and the period, if any, that CC Outdoor is granted to comply with such determination. CC Outdoor will be responsible for all attorneys' fees and costs incurred by CC Outdoor in such a court proceeding and, to the extent that any records disputed by CC

Outdoor are required to be provided to the party seeking same, CC Outdoor shall also be responsible for all attorneys' fees and costs incurred by the City.

21. 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.

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

23. 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.

24. Relationship of Parties. Nothing contained herein shall, nor shall any acts of the Parties, 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.

25. Third Party Beneficiaries. The rights and obligations of the Parties set forth in this Agreement are personal to the Parties and their successors and assigns, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

26. 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.

27. State and Federal Law. Any digital or electronic off-premise signs constructed and maintained pursuant to this Agreement shall comply with all applicable state and federal regulations. If any state or federal regulations are enacted related to safety or operational standards that are more stringent than the requirements of the City Code and this Agreement, all digital or electronic off-premise signs, including those that have already been constructed, shall comply with such state or federal regulations. Subject to any challenges under Paragraph 9 above, if digital or electronic off-premise signs become illegal under state or federal law, CC Outdoor shall promptly, at its own expense, remove the digital display from any digital or electronic off-premise sign allowed by this Agreement. CC Outdoor is hereby granted the right, which it must exercise, to select to either (i) convert any such signs into static off-premise signs or (ii) demolish its digital or electronic off-premise signs, remove all debris from the properties upon which such signs are located, and dispose of same in accordance with applicable regulations. The failure to promptly remove the digital display from one or more of the Replacement Signs and to promptly take one of the two above-stated actions for each Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from any digital or electronic off-premise signs at the expense of CC Outdoor. Notwithstanding the foregoing, nothing herein shall be

deemed to negate, void, or diminish (i) any claim CC Outdoor may have for just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of CC Outdoor to avail itself of all remedies available to CC Outdoor under state or federal law to maintain its existing signs.

28. **Indemnification.** CC Outdoor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims") arising as the result of this Agreement, other than Claims contesting the validity of a City ordinance or Claims resulting from the gross negligence or willful misconduct of the Indemnified Parties, whether or not a lawsuit is filed, including but not limited to reasonable costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries (including death at any time resulting therefrom) sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of CC Outdoor's obligations under this Agreement (including any amendments hereto) by CC Outdoor, its employees, agents, representatives or subcontractors; or

B. The failure of CC Outdoor, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws in the performance of CC Outdoor's obligations under this Agreement; or

C. Any negligent act or omission of CC Outdoor, its employees, agents, representatives or subcontractors, whether or not such negligence is claimed to be either solely that of CC Outdoor, its employees, agents, representatives or subcontractors, or to be in conjunction with the actual negligence of others, excluding, however, that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of CC Outdoor, its employees, agents, representatives or subcontractors; or

E. Any injury, medical condition, illness, disease, or death caused, in whole or in part, or aggravated by CC Outdoor's digital or electronic off-premise signs within the City.

29. **Cessation of Operation or Abandonment.**

A. If CC Outdoor permanently ceases operation of a digital or electronic off-premise sign allowed by this Agreement, CC Outdoor shall, within a reasonable time of the cessation of operation and at its own expense, remove the digital display from such digital or electronic off-premise sign and, in the sole discretion of CC Outdoor, shall either (i) convert such sign into a static off-premise sign or (ii) demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to remove the digital display and to promptly take one of the two above-stated actions within a reasonable time of cessation of operation of a Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to demolish, remove, and dispose of such sign at the expense of CC Outdoor.

B. If the City reasonably believes that CC Outdoor has abandoned or permanently ceased operation of a digital or electronic off-premise sign allowed by this Agreement, the City shall provide

written notice to CC Outdoor of same. Subject to any requisite permitting requirements, CC Outdoor shall, within thirty (30) days of receipt of the written notice, either (i) restart operation of its digital or electronic off-premise sign or (ii) at its own expense, remove the digital display from such digital or electronic off-premise sign and either convert such sign into a static off-premise sign or demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to timely restart operation of the digital or electronic off-premise sign or to remove the digital or electronic display and to promptly take one of the two above-stated actions shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from such digital or electronic off-premise sign at the expense of CC Outdoor. It is understood and agreed that any temporary cessation of operation of a digital or electronic off-premise sign allowed under this Agreement as the result of any labor action, loss of power, repair or reconstruction period, or other matter beyond CC Outdoor's reasonable control shall not be deemed to be an abandonment under this Paragraph.

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: _____

City Attorney or designee

Dated: _____, 20__

Attest:

City Clerk

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.: _____

"CC OUTDOOR"

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

WITNESSES:

Signature

Print name

Signature

Print name

By (sign): _____

Print: _____

Its: _____
(Title)

Dated: _____, 20__

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 | FACES | OWNER | SIZE |
|--------|------------------------|------------|-------|-------|---------|
| 1 | CENTRAL AND 11TH ST | 1 | 1 | CC | 12 x 25 |
| 2 | 1ST AVE S AND 12TH ST | 1 | 2 | CC | 12 x 25 |
| 3 | CENTRAL AND 12TH ST | 1 | 1 | CC | 12 x 25 |
| 4 | CENTRAL AND 28TH ST | 1 | 4 | CC | 12 x 25 |
| 5 | 5TH AVE AND 28TH ST | 1 | 4 | CC | 12 x 25 |
| 6 | 34TH ST AND 11TH AVE S | 1 | 2 | CC | 12 x 25 |
| 7 | 34TH ST AND 18TH AVE S | 1 | 2 | CC | 12 x 25 |
| 8 | 12TH AND 54TH AVE S | 1 | 2 | CC | 10 x 30 |
| 9 | 34TH ST AND 17TH AVE S | 1 | 2 | CC | 14 x 25 |
| 10 | 34TH ST AND 4TH AVE S | 1 | 2 | CC | 14 x 25 |
| 11 | 34TH ST AND 3RD AVE S | 1 | 2 | CC | 14 x 25 |
| 12 | 34TH ST AND 2ND AVE S | 1 | 2 | CC | 14 x 25 |
| 13 | 34TH ST AND 1ST AVE S | 1 | 2 | CC | 14 x 25 |
| 14 | 34TH ST AND 3RD AVE S | 1 | 2 | CC | 14 x 25 |
| 15 | 34TH ST AND 4TH AVE S | 1 | 2 | CC | 14 x 25 |
| 16 | 34TH ST AND 5TH AVE S | 1 | 2 | CC | 14 x 25 |
| 17 | 34TH ST AND 6TH AVE S | 1 | 2 | CC | 14 x 25 |
| 18 | 34TH ST AND 7TH AVE S | 1 | 2 | CC | 14 x 25 |
| 19 | 34TH ST AND 8TH AVE S | 1 | 2 | CC | 14 x 25 |
| 20 | 34TH ST AND 9TH AVE S | 1 | 2 | CC | 14 x 25 |
| 21 | 34TH ST AND 10TH AVE S | 1 | 2 | CC | 14 x 25 |
| 22 | 34TH ST AND 11TH AVE S | 1 | 2 | CC | 14 x 25 |
| 23 | 34TH ST AND 12TH AVE S | 1 | 2 | CC | 14 x 25 |
| 24 | 34TH ST AND 13TH AVE S | 1 | 2 | CC | 14 x 25 |
| 25 | 34TH ST AND 14TH AVE S | 1 | 2 | CC | 14 x 25 |
| 26 | 34TH ST AND 15TH AVE S | 1 | 2 | CC | 14 x 25 |
| 27 | 34TH ST AND 16TH AVE S | 1 | 2 | CC | 14 x 25 |
| 28 | 34TH ST AND 17TH AVE S | 1 | 2 | CC | 14 x 25 |
| 29 | 34TH ST AND 18TH AVE S | 1 | 2 | CC | 14 x 25 |
| 30 | 34TH ST AND 19TH AVE S | 1 | 2 | CC | 14 x 25 |
| 31 | 34TH ST AND 20TH AVE S | 1 | 2 | CC | 14 x 25 |
| 32 | 34TH ST AND 21ST AVE S | 1 | 2 | CC | 14 x 25 |
| 33 | 34TH ST AND 22ND AVE S | 1 | 2 | CC | 14 x 25 |
| 34 | 34TH ST AND 23RD AVE S | 1 | 2 | CC | 14 x 25 |
| 35 | 34TH ST AND 24TH AVE S | 1 | 2 | CC | 14 x 25 |
| 36 | 34TH ST AND 25TH AVE S | 1 | 2 | CC | 14 x 25 |
| 37 | 34TH ST AND 26TH AVE S | 1 | 2 | CC | 14 x 25 |
| 38 | 34TH ST AND 27TH AVE S | 1 | 2 | CC | 14 x 25 |
| 39 | 34TH ST AND 28TH AVE S | 1 | 2 | CC | 14 x 25 |
| 40 | 34TH ST AND 29TH AVE S | 1 | 2 | CC | 14 x 25 |
| 41 | 34TH ST AND 30TH AVE S | 1 | 2 | CC | 14 x 25 |
| 42 | 34TH ST AND 31ST AVE S | 1 | 2 | CC | 14 x 25 |
| 43 | 34TH ST AND 32ND AVE S | 1 | 2 | CC | 14 x 25 |
| 44 | 34TH ST AND 33RD AVE S | 1 | 2 | CC | 14 x 25 |
| 45 | 34TH ST AND 34TH AVE S | 1 | 2 | CC | 14 x 25 |
| 46 | 34TH ST AND 35TH AVE S | 1 | 2 | CC | 14 x 25 |
| 47 | 34TH ST AND 36TH AVE S | 1 | 2 | CC | 14 x 25 |
| 48 | 34TH ST AND 37TH AVE S | 1 | 2 | CC | 14 x 25 |
| 49 | 34TH ST AND 38TH AVE S | 1 | 2 | CC | 14 x 25 |
| 50 | 34TH ST AND 39TH AVE S | 1 | 2 | CC | 14 x 25 |
| 51 | 34TH ST AND 40TH AVE S | 1 | 2 | CC | 14 x 25 |
| 52 | 34TH ST AND 41ST AVE S | 1 | 2 | CC | 14 x 25 |
| 53 | 34TH ST AND 42ND AVE S | 1 | 2 | CC | 14 x 25 |
| 54 | 34TH ST AND 43RD AVE S | 1 | 2 | CC | 14 x 25 |
| 55 | 34TH ST AND 44TH AVE S | 1 | 2 | CC | 14 x 25 |
| 56 | 34TH ST AND 45TH AVE S | 1 | 2 | CC | 14 x 25 |
| 57 | 34TH ST AND 46TH AVE S | 1 | 2 | CC | 14 x 25 |
| 58 | 34TH ST AND 47TH AVE S | 1 | 2 | CC | 14 x 25 |
| 59 | 34TH ST AND 48TH AVE S | 1 | 2 | CC | 14 x 25 |
| 60 | 34TH ST AND 49TH AVE S | 1 | 2 | CC | 14 x 25 |
| 61 | 34TH ST AND 50TH AVE S | 1 | 2 | CC | 14 x 25 |
| 62 | 34TH ST AND 51ST AVE S | 1 | 2 | CC | 14 x 25 |
| 63 | 34TH ST AND 52ND AVE S | 1 | 2 | CC | 14 x 25 |
| 64 | 34TH ST AND 53RD AVE S | 1 | 2 | CC | 14 x 25 |
| 65 | 34TH ST AND 54TH AVE S | 1 | 2 | CC | 14 x 25 |
| 66 | 34TH ST AND 55TH AVE S | 1 | 2 | CC | 14 x 25 |
| TOTAL | | 64 | 128 | | |

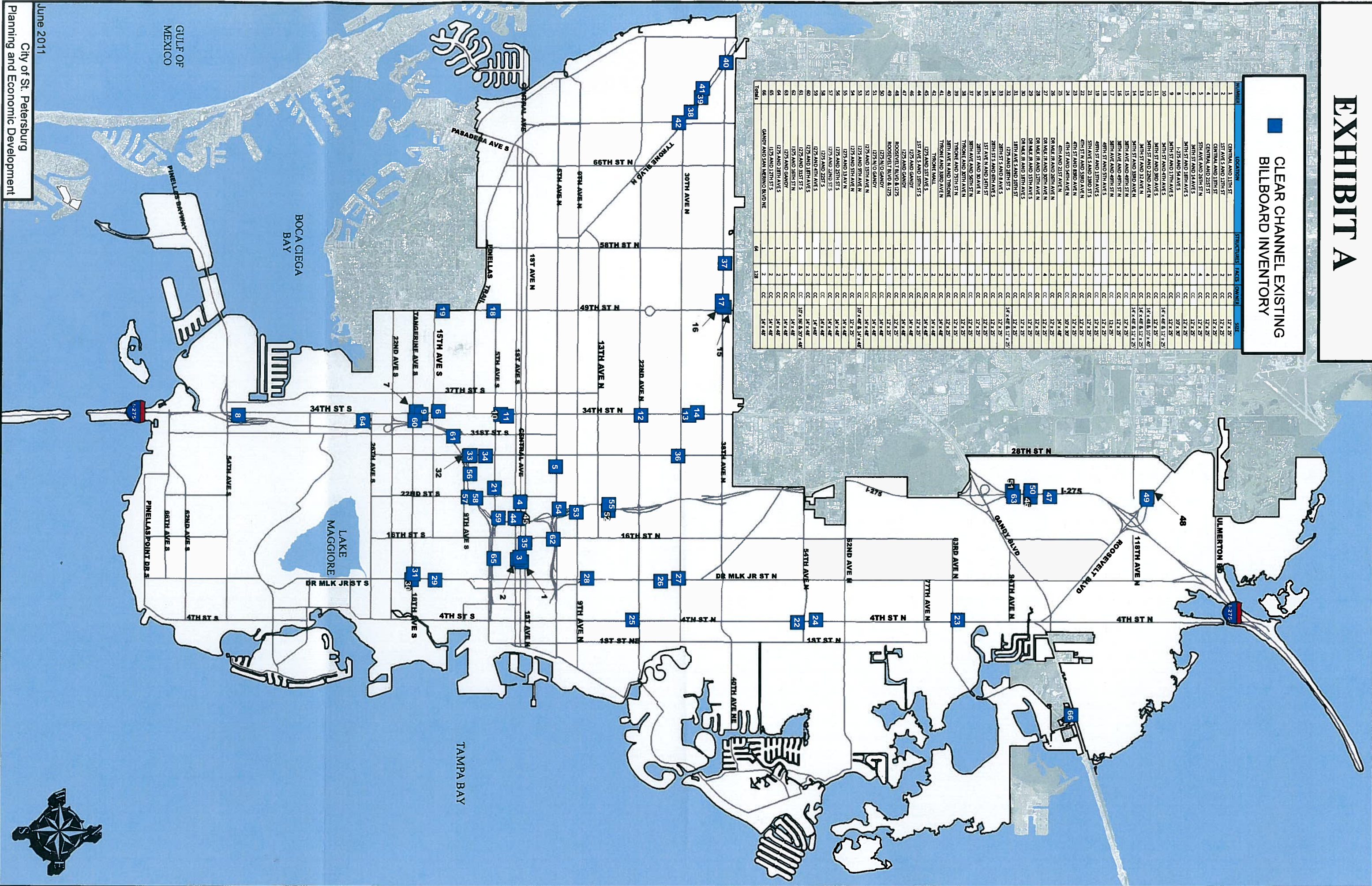


EXHIBIT B

■ 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 |
| 8 | I-275 AND 54 AVE S | 1 | 2 | 10 x 30 |
| 9 | 34TH ST AND 17TH AVE S | 1 | 2 | 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 |
| 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 83RD 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 | 2 | 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 N AND 14TH ST | 1 | 1 | 12 x 25 |
| 36 | 28TH 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 |
| 44 | 1ST AVE S AND 19TH ST S | 1 | 1 | 12 x 25 |
| 48 | ROOSEVELT BLVD & I275 | 1 | 1 | 12 x 25 |
| 49 | ROOSEVELT BLVD & I275 | 1 | 1 | 12 x 25 |
| 51 | I275 N/O GANDY | 1 | 1 | 14 x 48 |
| 54 | I275 AND 5TH AVE N | 1 | 1 | 12 x 25 |
| 58 | I275 AND 22ST S | 1 | 2 | 14 x 48 |
| Totals | | 41 | 80 | |

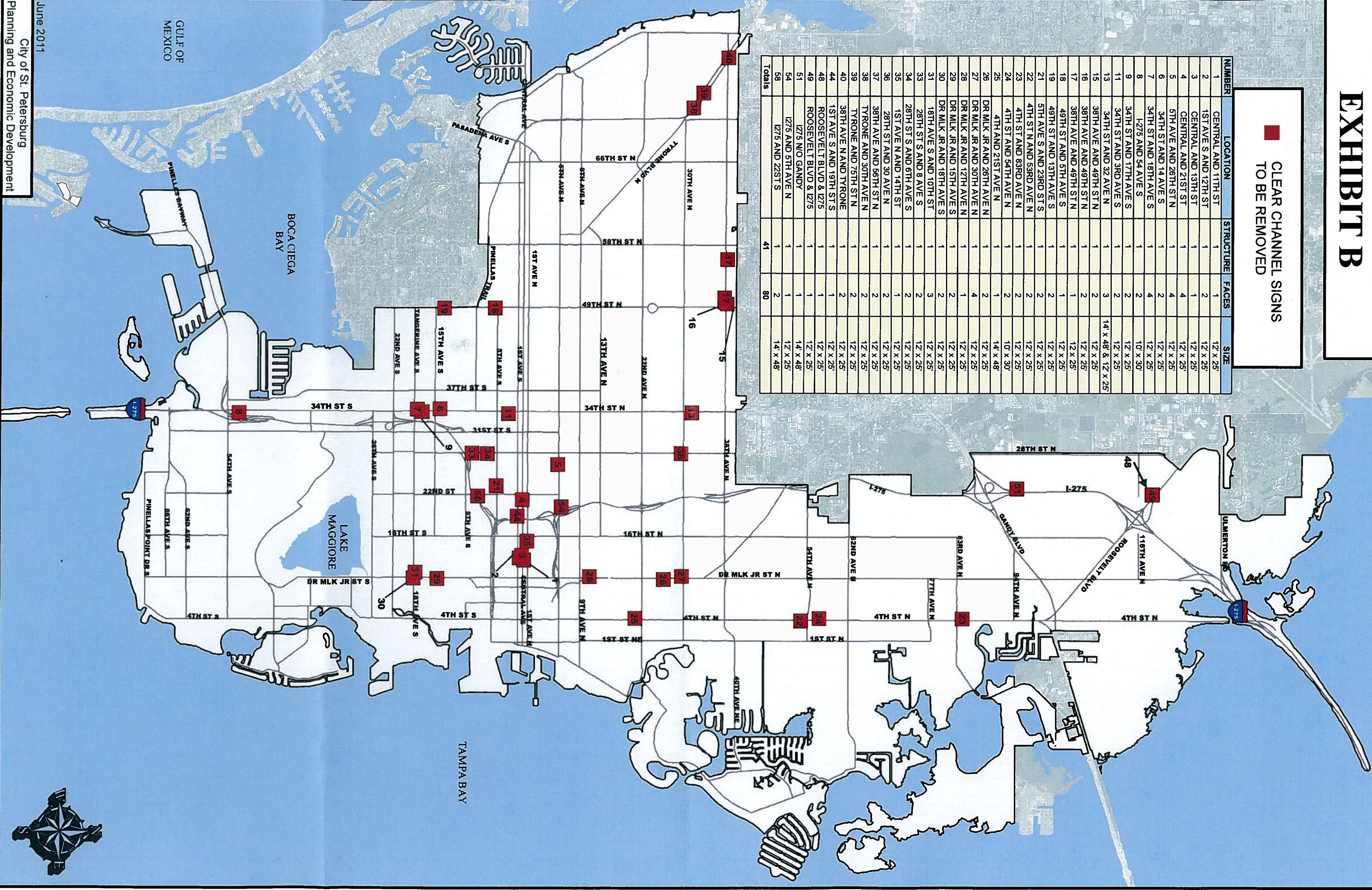
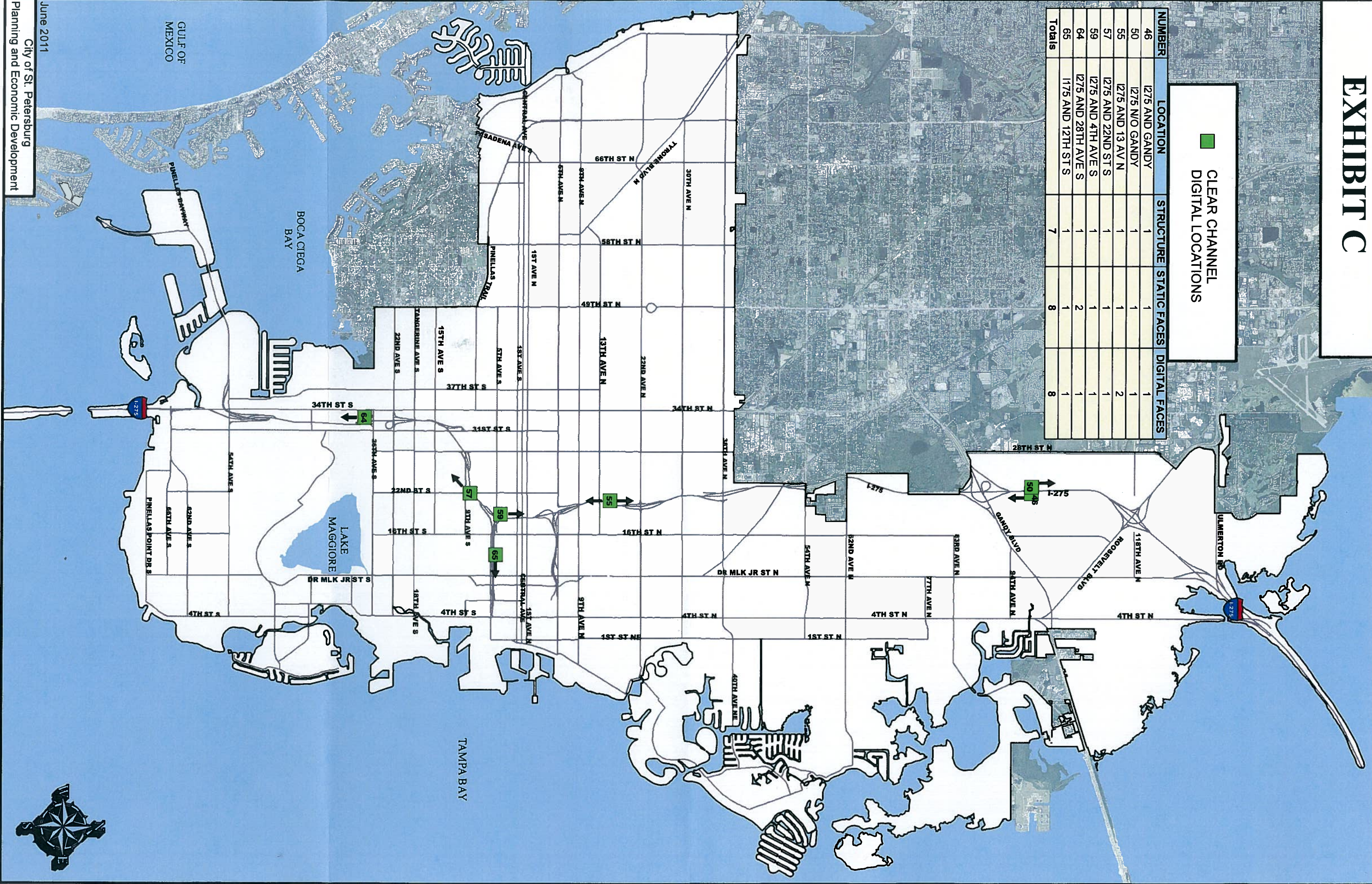


EXHIBIT C

CLEAR CHANNEL
DIGITAL LOCATIONS

| NUMBER | LOCATION | STRUCTURE | STATIC FACES | DIGITAL FACES |
|--------|---------------------|-----------|--------------|---------------|
| 46 | I275 AND GANDY | 1 | 1 | 1 |
| 50 | I275 N/O GANDY | 1 | 1 | 1 |
| 55 | I275 AND 13 AV N | 1 | 1 | 2 |
| 57 | I275 AND 22ND ST S | 1 | 1 | 1 |
| 59 | I275 AND 4TH AVE S | 1 | 1 | 1 |
| 64 | I275 AND 28TH AVE S | 1 | 2 | 1 |
| 65 | I175 AND 12TH ST S | 1 | 1 | 1 |
| Totals | | 7 | 8 | 8 |



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 **CBS OUTDOOR, INC.** ("CBS"), a Delaware corporation (hereinafter the "Parties").

WHEREAS, CBS is the owner of twenty-four (24) off-premise sign faces (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 CBS were lawfully permitted and erected in conformity with the Land Development Regulations then in effect; and

WHEREAS, some or all of CBS'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 (2009), of the Bert J. Harris, Jr. Private Property Rights Protection Act, cities are encouraged to enter into relocation and reconstruction agreements with owners of lawfully erected off-premise signs; and

WHEREAS, pursuant to Section 70.20, Florida Statutes, and the City Code, the City and CBS propose to enter into this Relocation and Reconstruction Agreement providing for CBS's permanent removal of fourteen (14) Existing Signs as a condition to CBS reconstructing or replacing certain of CBS's remaining off-premise signs (collectively, the "Remaining Signs") with digital or electronic off-premise signs at a ratio of one (1) digital or electronic off-premise sign permitted for each fourteen (14) Existing Signs permanently removed, with a maximum total of one (1) digital or electronic off-premise sign 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.** CBS is the owner of twenty-four (24) 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"), provided that this Agreement and the City Code provisions authorizing this Agreement remain in effect, CBS shall submit applications to obtain demolition permits for a certain fourteen (14) of the Existing Signs, more particularly shown on Exhibit B attached hereto and made a part hereof (collectively the "Eliminated Signs"), and shall, subject to receipt of any requisite permits, demolish the Eliminated Signs, and shall remove all debris from the properties upon which the Eliminated Signs are located and dispose of same in accordance with applicable regulations. 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 an Eliminated Sign. CBS shall complete the demolition and removal of all fourteen (14) Eliminated Signs to be permanently removed under this Agreement before the City will issue any permit necessary to replace a Remaining Sign with a digital or electronic off-premise sign ("Replacement Sign"), as set forth in Paragraph 3 below. CBS specifically agrees that it will not own, lease, maintain, operate, or replace, in its own name or through a third party or subsidiary, 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 permanent removal of all of the Eliminated Signs, CBS will own, lease, operate, or maintain ten (10) Remaining Signs 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 are constructed on a single structure in a fixed, back-to-back, or "V" configuration qualify as two (2) Remaining Signs. At a ratio of one (1) digital or electronic off-premise sign permitted for each fourteen (14) Eliminated Signs permanently removed, CBS shall have the right to replace a maximum of one (1) of its Remaining Signs with a digital or electronic off-premise sign, subject to the City's regulations for such signs. The location of the one (1) digital or electronic off-premise sign (the "Replacement Sign") is 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. The structure upon which the Replacement Sign will be located may be constructed or reconstructed, as applicable, to support and allow the incorporation of the digital or electronic off-premise sign. Accordingly, upon CBS's replacement of the maximum number of Remaining Signs with digital or electronic off-premise signs, one (1) of CBS's ten (10) Remaining Signs will be a digital or electronic off-premise sign. Notwithstanding the foregoing, nothing herein shall restrict CBS from purchasing, leasing, or otherwise operating any legally permitted off-premise sign in the City.

A. **Permits and Construction.** CBS shall be responsible for obtaining all required permits to construct, install, relocate, maintain, and/or operate the Replacement Sign, including all required permits from the Florida Department of Transportation. The City agrees to cooperate with CBS in the completion of forms required by the Florida Department of Transportation as a part of the State permit process. CBS 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 CBS has demolished, removed, and disposed of all fourteen (14) Eliminated Signs. The City shall, upon CBS's request, review the permit application and confirm for CBS that all requirements for the issuance of the permit have been met other than demolition, removal, and disposal of the Eliminated Signs.

Subject to the City's confirmation of CBS's complete permit application, after CBS has demolished, removed, and disposed of such fourteen (14) Eliminated Signs, the City shall issue the permits necessary to install a replacement sign. The City shall approve valid permit applications for construction or reconstruction that are (a) complete, (b) demonstrate compliance with all applicable requirements, including demolition, removal, and disposal requirements, and (c) meet current wind load and building code requirements. The City shall issue a permit within thirty (30) days after CBS's submission of a valid permit application that meets the above-stated requirements. Subject to the receipt of any requisite permits, CBS shall complete the demolition, removal, and disposal of all of the Eliminated Signs to be permanently removed within two (2) years from the Execution Date of this Agreement. CBS shall have no obligation to construct the Replacement Sign within any specified period of time.

B. **Description.** Except as otherwise stated in this Agreement, permit applications for the Replacement Sign and the Replacement Sign itself 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.** The location of the Replacement Sign shall be restricted to the location shown in Exhibit C, which is attached hereto and made a part hereof. The City acknowledges and agrees that such location meets all requirements of the City Code. If CBS desires to relocate its Replacement Sign to a location that meets all requirements of the City Code, the City agrees to reasonably consider a proposed amendment to this Agreement to reflect the proposed relocation site.

D. **Height.** The maximum height of the one (1) digital or electronic off-premise Replacement Sign permitted under this Agreement shall be twenty-five feet (25') or the height of the Remaining Sign that is being replaced at that location, whichever is greater. Height shall be measured in accordance with the provisions of Section 16.40.120.15(l)(4) of the City Code.

E. **Agreement to Provide for Public Service Announcements.** CBS 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, Cop Killer Alerts, emergency management information, and alerts related to evacuation, tropical storms, and hurricanes. Regional emergency information shall be displayed in accordance with established protocols of local and state authorities. Emergency communications should travel through established protocols set up by first responders.

F. **Agreement to Provide for City Messages.** CBS agrees to display advertising copy on the digital or electronic off-premise sign on behalf of the City of City-related public service announcements, welcome messages, and notices of community events ("City Messages"). Except as otherwise provided herein, the City will not be responsible for any charge or fee associated with advertising on the digital or electronic off-premise sign, other than any fees associated with providing CBS with artwork in acceptable format.

CBS will make one (1) "slot" available to the City for advertising City-related public service announcements, welcome messages, and notices of community events on a space-available

basis whenever there is an unsold or unused "slot" on the Replacement Sign, but only for so long as said "slot" remains unsold or unused. For the purposes of this Agreement, a "slot" shall be deemed to mean a segment of advertising time on the Replacement Sign, which shall be displayed in the same frequency and for the same duration as the paying advertisers then advertising on the Replacement Sign during each rotation, and each rotation shall be deemed to mean, collectively, the six (6) ten (10) second messages permitted to be displayed on the Replacement Sign each minute. Nothing contained herein shall be deemed to prevent or prohibit CBS from using such "slots" for promoting CBS's business, using such "slots" for promoting charitable enterprises, or actively seeking advertisers for unsold "slots" on the Replacement Sign, even though that may result in the shortening or elimination of advertising time that would otherwise be available to the City under this Agreement. The City shall be responsible for providing CBS with approved advertising copy for posting on the unsold or unused "slots." If the City should fail to timely provide CBS with approved advertising copy for the unsold or unused "slots," CBS shall be relieved of any obligation to post same. To facilitate the prompt posting of City messages when unsold or unused "slots" become available, and to avoid forfeiture by the City, the City may provide CBS with a stock advertisement, which CBS will post when an unsold or unused "slot" becomes available. The City may replace the stock advertisement from time to time as necessary and shall be solely responsible for the production costs of any such advertising copy.

City Messages shall be subject to the following conditions and parameters:

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

2. It shall be the sole and exclusive responsibility of the City to provide advertising copy, in the format required of the commercial advertisers then using the Replacement Sign, to CBS for posting on the Replacement Sign, and the City shall be responsible for all design and production costs associated with same. CBS shall provide the City with the necessary technical information to allow the City to submit the advertising copy in the proper format, which technical information may be subject to change from time to time. CBS will timely advise the City of any such change in advertising format.

3. The City shall not charge for, or exchange goods or services for, any electronic or digital sign space on the CBS sign.

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

4. **Waiver and Release of Claims.** Provided that the City issues permits for the Replacement Sign as described herein and otherwise does not obstruct the construction or operation thereof, CBS 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 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, or the provisions of any other statute or common law.

5. **Indemnification and Hold Harmless Agreement.** CBS acknowledges that its execution of this Agreement is a voluntary act performed at its request and that the City has not offered any inducements and has not made any representations, promises, or threats to cause CBS to enter into this Agreement, except as expressly set forth herein. CBS shall indemnify and hold harmless the City from and against any claim, other than a claim contesting the validity of a City ordinance or a claim as a result of willful or grossly negligent acts of the City, its officers, employees, or agents, relating to the removal of the Eliminated Signs, including attorney's fees, at trial and on appeal, made by any lessee of advertising space on any of the Eliminated Signs, or by the owners of the properties upon which any of the Existing Signs are located. The City shall notify CBS of any legal action filed against the City within ten (10) days after receiving notice of same. CBS shall have the right to select counsel, but the City shall have the right to approve such counsel, which shall not unreasonably be withheld. If the City fails to timely notify CBS, fails to cooperate in the defense of the action, or fails to reasonably approve counsel selected by CBS, then CBS shall thereafter not be responsible for the City's defense or payment of any legal fees or costs associated with such action.

6. **No City Responsibility for the Replacement Signs.** CBS acknowledges and agrees that CBS shall be solely responsible for the design, construction, operation, and maintenance of the Replacement Sign and that the City shall have no responsibility for such design, construction, operation, or maintenance. Further, CBS expressly assumes all responsibility for the content of any advertising or messages, exclusive of public service announcements and City Messages submitted by the City to CBS, on the Replacement Sign. CBS 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 Sign, except for the content of any public service messages or City Messages submitted by the City to CBS for display under Paragraphs 3(E) and 3(F) of this Agreement.

7. **Codes Compliance.** By no later than October 1st of each fiscal year, beginning in the fiscal year that CBS completes construction of the one (1) digital or electronic off-premise sign allowed under this Agreement, CBS shall pay an annual fee as assessed by the City to cover the City's anticipated additional code compliance expenses related to CBS's digital or electronic off-premise sign. The City's Codes Department intends to conduct codes compliance monitoring of the Replacement Sign not more than quarterly, with additional codes compliance monitoring of the Replacement Sign in response to complaints received by the City about that sign. The annual fee shall be determined, therefore, based on the cost of quarterly codes compliance monitoring of the Replacement Sign and the cost (if any) of complaint-based codes compliance monitoring of the Replacement Sign. Notwithstanding anything herein to the contrary, the annual fee for quarterly codes compliance monitoring for the one (1) Replacement Sign allowed by this Agreement shall not exceed two thousand dollars (\$2,000.00) per year. The annual fee for complaint-based codes compliance monitoring shall depend upon the number of complaints resulting in findings of actual violations of the City Code, if any, received by the City about the Replacement Sign and the time and resources it requires of the City to process, investigate, and resolve such complaints. 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, the costs of any such equipment or personnel training shall be allocated proportionally among sign owners based on the number of partially and fully constructed digital or electronic off-premise signs that each sign owner owns within the city limits of the City. Any assessment for the cost of

such equipment or training shall be additional to the annual fee for quarterly and complaint-based code compliance.

8. **Complete Understanding.** The City and CBS 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.

9. **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.

10. **No Severability.** The Parties agree that the terms and provisions of this Agreement are not severable. If (a) Paragraph 2 or Paragraph 3 of this Agreement is declared invalid, illegal, or unenforceable by a final court order from a court of competent jurisdiction or (b) any other portion of this Agreement shall be declared by a final order of a court of competent jurisdiction to be invalid, illegal, or unenforceable and such order expressly requires the removal of any digital displays constructed in accordance with this Agreement, then, upon the expiration of the appeal period for such court order and such order becoming final and non-appealable, this entire Agreement shall be invalid, illegal, or unenforceable and the authorization for off-premise signs within the City of St. Petersburg shall revert to the status quo as it existed at the time of execution of this Agreement. This means that CBS shall have the right, at its own expense, to rebuild, on the same properties on which they were previously constructed and to the same dimensions, subject to the receipt of required permits and compliance with the Florida Building Code, the static off-premise signs that CBS removed as Eliminated Signs; that the authorization for any digital or electronic off-premise sign allowed by this agreement shall immediately be illegal; and that any digital or electronic off-premise sign that has been constructed pursuant to this Agreement shall immediately become illegal. CBS, at its own expense and within thirty (30) days of such order becoming final and non-appealable, shall remove the digital display from the digital or electronic off-premise sign allowed by this Agreement. CBS is hereby granted the right, which it must exercise, to select to take either of the following actions with regard to the digital or electronic off-premise sign required to be removed pursuant to the prior sentence: (i) convert such sign into a static off-premise sign or (ii) demolish the sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to timely remove the digital display from the Replacement Sign and to promptly take one of the two above-stated actions for such sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from CBS's digital or electronic off-premise sign at CBS's expense.

11. **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, Tampa Division, for federal actions, to the exclusion of any other venue.

12. **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 CBS 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. CBS 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 CBS.

13. **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.

14. **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.

15. **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.

16. **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 CBS shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action that requires City consent.

17. **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 for the construction and replacement rights for a maximum of one (1) digital or electronic off-premise sign, as described in this Agreement.

18. **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.

19. **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:

City of St. Petersburg
Planning and Economic Development Department
Attention: David S. Goodwin, Director

(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

With a copy to:

City of St. Petersburg
City Attorney's Office
Attention: Erica K. Smith, Esq., Assistant City Attorney

(Physical Address)
Municipal Services Center
One 4th Street North
St. Petersburg, Florida 33701

(Mailing Address)
P.O. Box 2842
St. Petersburg, Florida 33731

If to CBS:

CBS Outdoor, Inc.
Attn: Real Estate Manager
6904 Cypress Park Drive
Tampa, FL 33634

CBS Outdoor, Inc.
Attn: General Council
405 Lexington Avenue
New York, NY 10174

20. **Public Records Law.** CBS acknowledges that certain information related to this Agreement is subject to any and all Public Records law, including Chapter 119, Florida Statutes, and CBS will, upon notification by the City, reasonably cooperate with the City to provide access required by law. If CBS is unable to provide access required by law, the City may terminate this Agreement with no penalty or other payment; however, such termination right shall be abated during any period during which CBS is actively pursuing an applicable court's determination as to whether particular records are public records and the period, if any, that CBS is granted to comply with such determination. CBS will be responsible for all attorneys' fees and costs incurred by CBS in such a court proceeding and, to the extent that any

records disputed by CBS are required to be provided to the party seeking same, CBS shall also be responsible for all attorneys' fees and costs incurred by the City.

21. 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.

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

23. **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.

24. **Relationship of Parties.** Nothing contained herein shall, nor shall any acts of the Parties, 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.

25. **Third Party Beneficiaries.** The rights and obligations of the Parties set forth in this Agreement are personal to the Parties and their successors and assigns, and no third parties are entitled to rely on or have an interest in any such rights and obligations.

26. **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 CBS.

27. **State and Federal Law.** Any digital or electronic off-premise sign constructed and maintained pursuant to this Agreement shall comply with all applicable state and federal regulations. If any state or federal regulations are enacted related to safety or operational standards that are more stringent than the requirements of the City Code and this Agreement, the digital or electronic off-premise sign, whether or not already constructed, shall comply with such state or federal regulations. Subject to any challenges under Paragraph 9 above, if digital or electronic off-premise signs become illegal under state or federal law, CBS shall promptly, at its own expense, remove the digital display from the digital or electronic off-premise sign allowed by this Agreement. CBS is hereby granted the right, which it must exercise, to select to either (i) convert such sign into a static off-premise sign or (ii) demolish its digital or electronic off-premise sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to promptly remove the digital display from the Replacement Sign and to promptly take one of the two above-stated actions for the Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from the digital or electronic off-premise sign at the expense of CBS. Notwithstanding the foregoing, nothing herein shall be deemed to negate, void, or diminish (i) any claim CBS may have for

just compensation as a result of any governmental action that results in the taking of its property or (ii) the right of CBS to avail itself of all remedies available to CBS under state or federal law to maintain its existing digital or electronic off-premise sign.

28. **Indemnification.** CBS shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims") arising as the result of this Agreement, other than Claims contesting the validity of a City ordinance or Claims resulting from the gross negligence or willful misconduct of the Indemnified Parties, whether or not a lawsuit is filed, including but not limited to reasonable costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries (including death at any time resulting therefrom) sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

A. The performance of CBS's obligations under this Agreement (including any amendments hereto) by CBS, its employees, agents, representatives or subcontractors; or

B. The failure of CBS, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws in the performance of CBS's obligations under this Agreement; or

C. Any negligent act or omission of CBS, its employees, agents, representatives or subcontractors, whether or not such negligence is claimed to be either solely that of CBS, its employees, agents, representatives or subcontractors, or to be in conjunction with the actual negligence of others, excluding, however, that of any of the Indemnified Parties; or

D. Any reckless or intentional wrongful act or omission of CBS, its employees, agents, representatives or subcontractors; or

E. Any injury, medical condition, illness, disease, or death caused, in whole or in part, or aggravated by CBS's digital or electronic off-premise sign within the City.

29. **Cessation of Operation or Abandonment.**

A. If CBS permanently ceases operation of the digital or electronic off-premise sign allowed by this Agreement, CBS shall, within a reasonable time of the cessation of operation and at its own expense, remove the digital display from such digital or electronic off-premise sign and, in the sole discretion of CBS, shall either (i) convert such sign into a static off-premise sign or (ii) demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to remove the digital display and to promptly take one of the two above-stated actions within a reasonable time of cessation of operation of the Replacement Sign shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to demolish, remove, and dispose of such digital or electronic off-premise sign at the expense of CBS.

B. If the City believes that CBS has abandoned or permanently ceased operation of the digital or electronic off-premise sign allowed by this Agreement, the City shall provide written notice to CBS of same. Subject to any requisite permitting requirements, CBS shall, within thirty (30) days of receipt of the written notice either (i) restart operation of its digital or electronic off-premise sign or (ii)

at its own expense, remove the digital display from such digital or electronic off-premise sign and either convert such sign into a static off-premise sign or demolish such sign, remove all debris from the property upon which such sign is located, and dispose of same in accordance with applicable regulations. The failure to timely restart operation of the digital or electronic off-premise sign or to remove the digital or electronic display and to promptly take one of the two above-stated actions shall be a violation of City Code and this Agreement, and the City shall have the right to pursue any and all of its available legal remedies and to remove the digital or electronic display from such digital or electronic off-premise sign at the expense of CBS. It is understood and agreed that any temporary cessation of operation of the digital or electronic off-premise sign allowed under this Agreement as the result of any labor action, loss of power, repair or reconstruction period, or other matter beyond CBS's reasonable control shall not be deemed to be an abandonment under this Paragraph.

IN WITNESS WHEREOF, the City and CBS 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

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.: _____

"CBS "

CBS OUTDOOR, INC., a Delaware corporation

WITNESSES:

Signature

Print name

Signature

Print name

By (sign): _____

Print: _____

Its: _____
(Title)

Dated: _____, 20__

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____ of CBS 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

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 36TH 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' |
| 75 | 1275 AND 5TH AVE N | 1 | 2 | 14' x 48' |
| 76 | GANDY AND 4TH ST N | 2 | 2 | 6' x 12' |
| 77 | 40TH AVE N AND 34TH ST | 1 | 2 | 14' x 48' |
| 78 | 3335 ULMERTON RD | 1 | 2 | 14' x 48' |
| Totals | | 14 | 24 | |

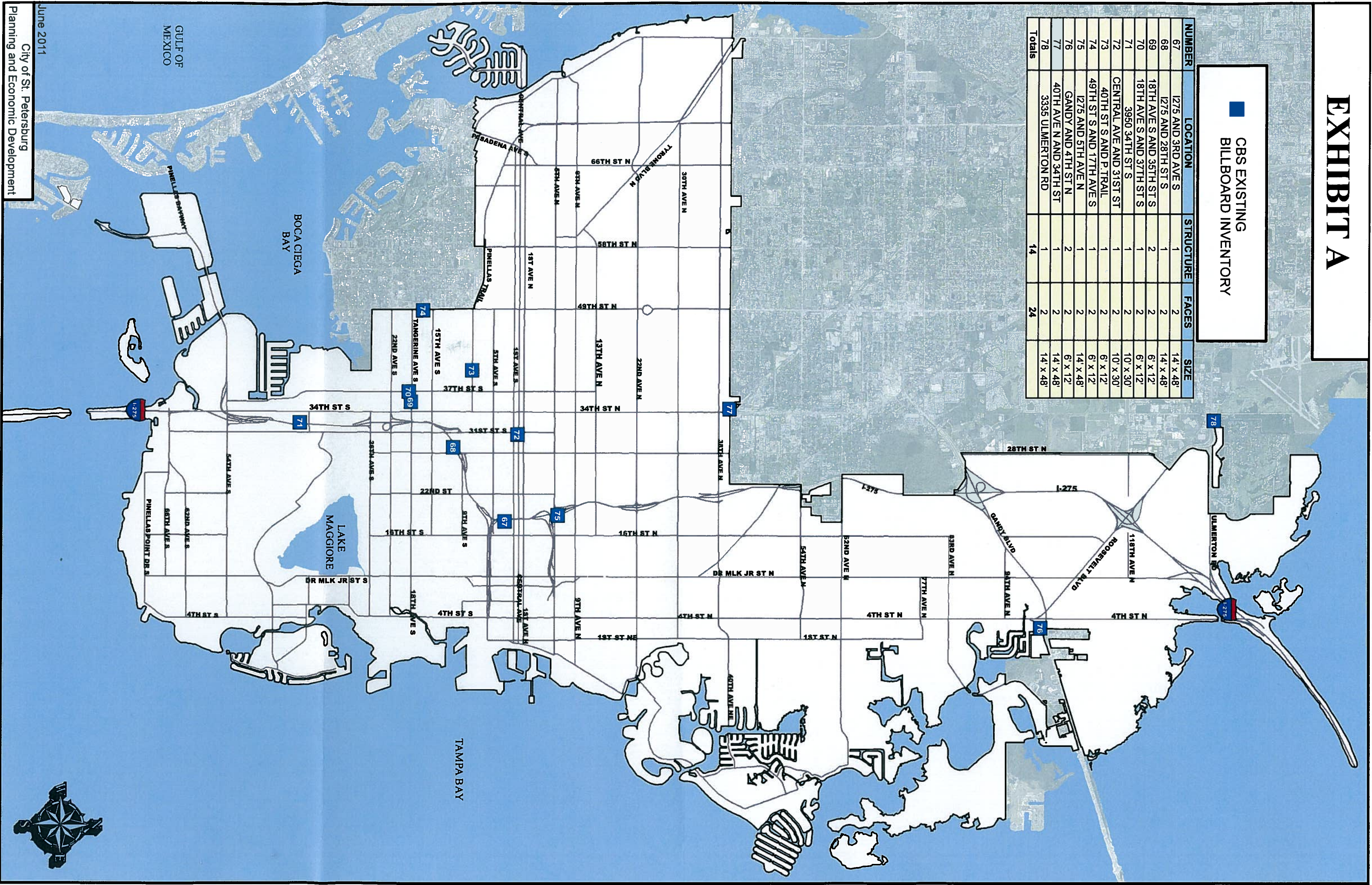


EXHIBIT B

CBS SIGNS TO BE REMOVED

| NUMBER | LOCATION | STRUCTURE | 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' |
| 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' |
| 76 | GANDY AND 4TH ST N | 2 | 2 | 6' x 12' |
| 77 | 40TH AVE N AND 34TH ST | 1 | 2 | 14' x 48' |
| Totals | | 9 | 14 | |

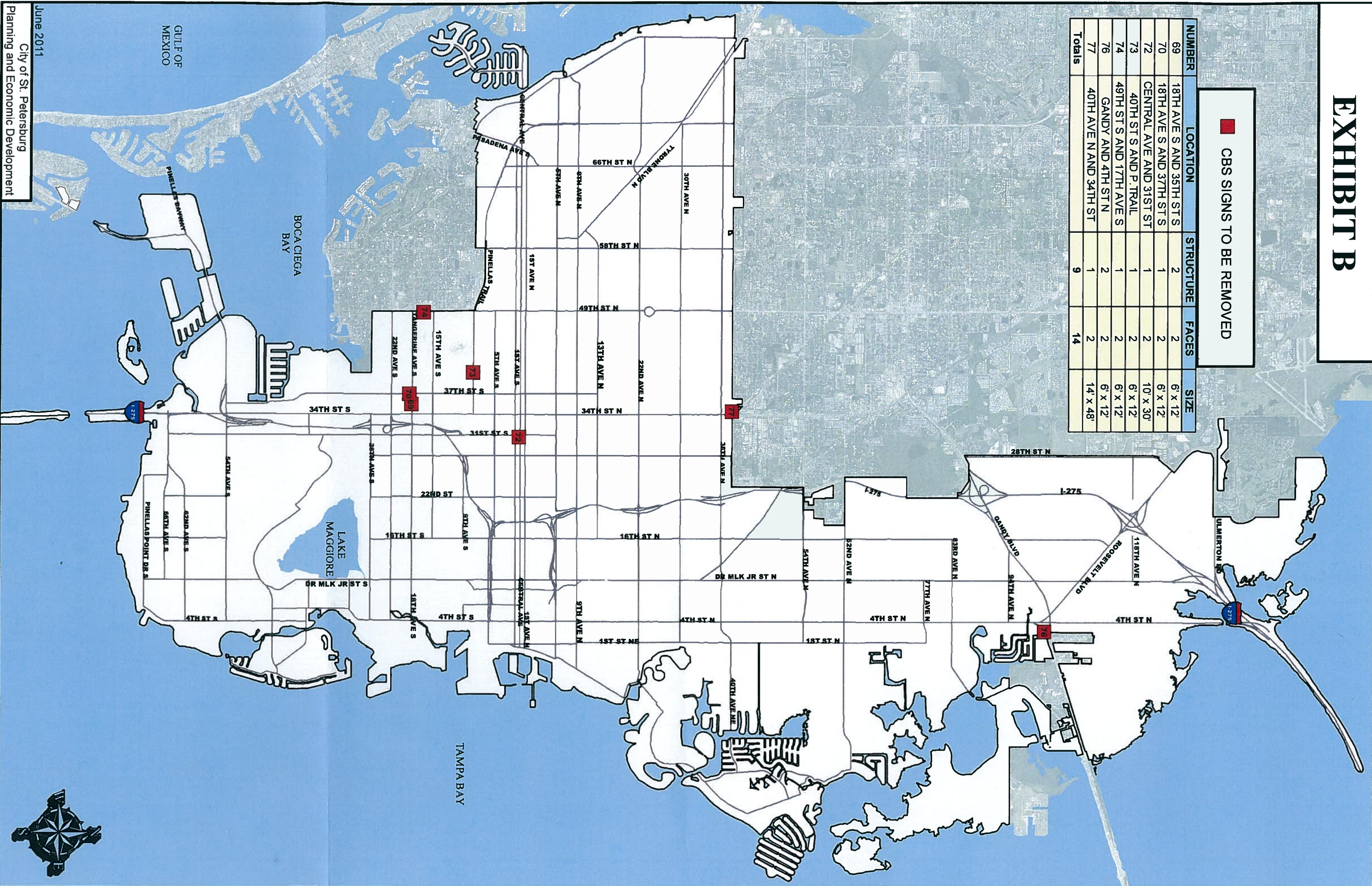
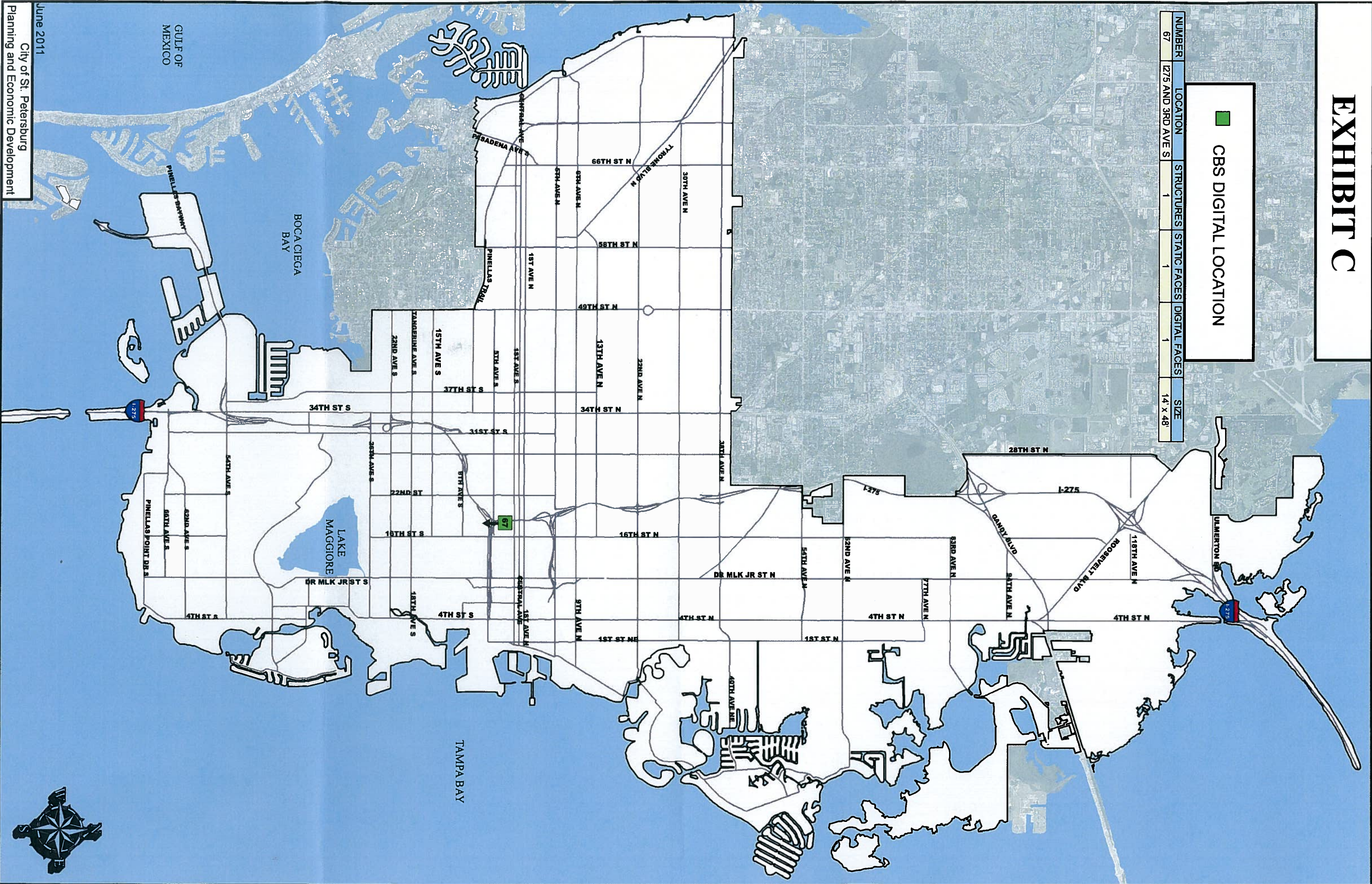


EXHIBIT C

CBS DIGITAL LOCATION

| NUMBER | LOCATION | STRUCTURES | STATIC FACES | DIGITAL FACES | SIZE |
|--------|---------------------|------------|--------------|---------------|-----------|
| 67 | I-275 AND 3RD AVE S | 1 | 1 | 1 | 14' X 48' |



[illegible]

| LINE | LOCATION | QUANTITY | PRICE | TOTAL |
|------|---------------------------|----------|-------|-------|
| 67 | D75 AND 20TH AVE S | 1 | 14.40 | |
| 68 | D75 AND 20TH AVE S | 2 | 14.40 | |
| 69 | 18TH AVE AND 20TH S1/2 | 1 | 6.12 | |
| 70 | 18TH AVE AND 20TH S1/2 | 2 | 6.12 | |
| 71 | 20TH AVE AND 31ST S1/2 | 1 | 6.12 | |
| 72 | CENTRAL AVE AND 31ST S1/2 | 2 | 6.12 | |
| 73 | 40TH S1/2 AND P TRAIL | 1 | 6.12 | |
| 74 | 40TH S1/2 AND 17TH AVE S | 1 | 6.12 | |
| 75 | D75 AND 37TH AVE N | 2 | 14.40 | |
| 76 | D75 AND 37TH AVE N | 1 | 6.12 | |
| 77 | 40TH AVE AND 37TH S1/2 | 2 | 14.40 | |
| 78 | 3355 LAKEVIEW RD | 14 | 14.40 | |
| | TOTALS | 34 | 94 | |

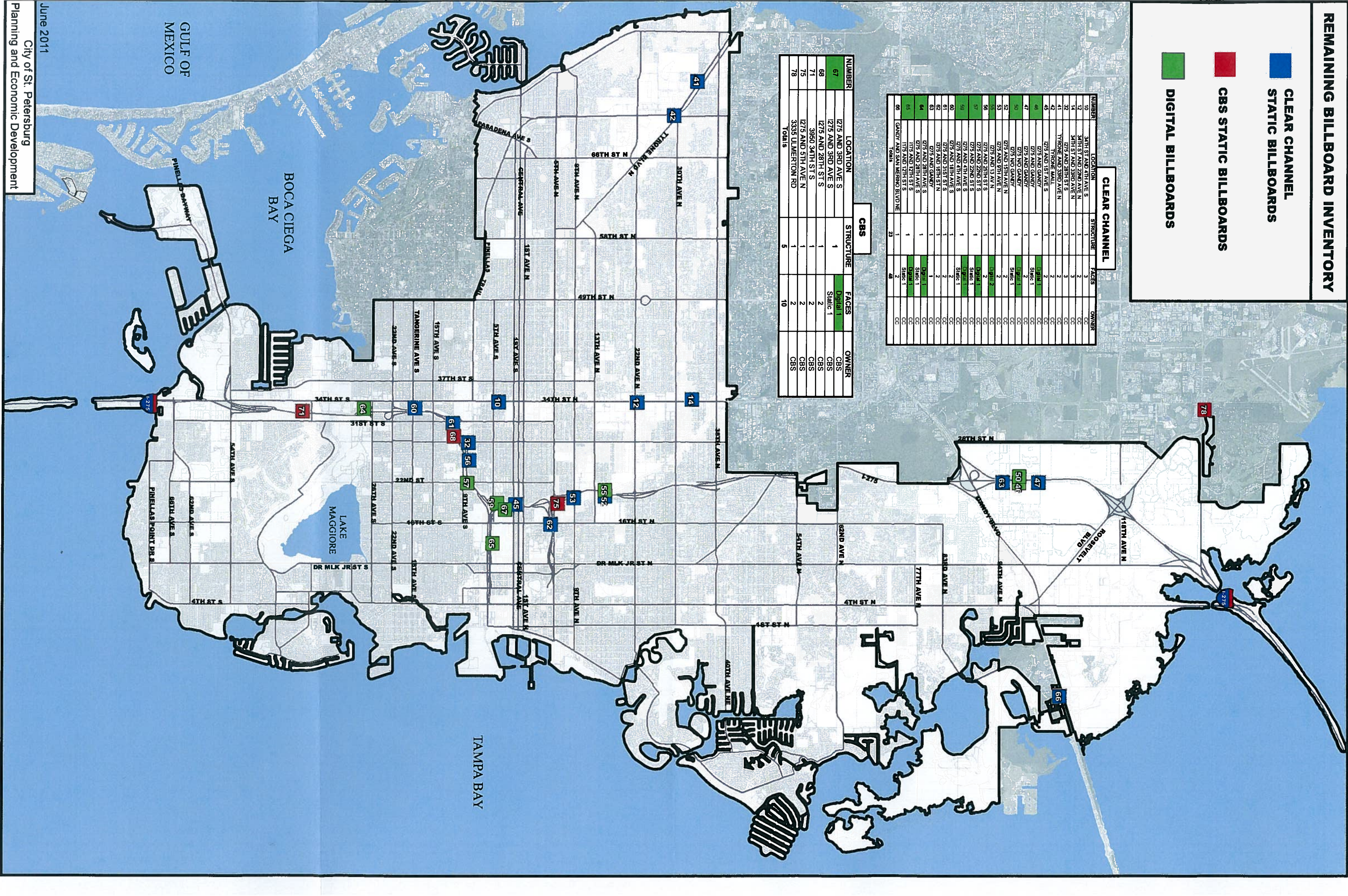
[illegible]

REMAINING BILLBOARD INVENTORY

- CLEAR CHANNEL
STATIC BILLBOARDS
- CBS STATIC BILLBOARDS
- DIGITAL BILLBOARDS

| CLEAR CHANNEL | | | | |
|---------------|------------------------------|-----------|-------|-------|
| NUMBER | LOCATION | STRUCTURE | FACES | OWNER |
| 10 | 34TH ST AND 10TH AVE S | 1 | 3 | CC |
| 12 | 34TH ST AND 22ND AVE N | 1 | 3 | CC |
| 14 | 34TH ST AND 38TH AVE N | 1 | 3 | CC |
| 32 | 12TH AND 28TH ST S | 1 | 3 | CC |
| 41 | TYRONE AND 38RD AVE N | 1 | 2 | CC |
| 42 | TYRONE MALL | 1 | 2 | CC |
| 45 | 12TH AND 1ST AVE S | 1 | 2 | CC |
| 46 | 12TH AND GANDY | 1 | 2 | CC |
| 47 | 12TH AND GANDY | 1 | 2 | CC |
| 50 | 12TH AND GANDY | 1 | 2 | CC |
| 52 | 12TH AND GANDY | 1 | 2 | CC |
| 53 | 12TH AND 11TH AVE N | 1 | 2 | CC |
| 56 | 12TH AND 26TH ST S | 1 | 2 | CC |
| 57 | 12TH AND 22ND ST S | 1 | 2 | CC |
| 59 | 12TH AND 4TH AVE S | 1 | 2 | CC |
| 60 | 12TH AND 18TH AVE S | 1 | 2 | CC |
| 61 | 12TH AND 31ST ST S | 1 | 2 | CC |
| 62 | 12TH AND 16TH ST N | 1 | 2 | CC |
| 63 | 12TH AND GANDY | 1 | 2 | CC |
| 64 | 12TH AND 28TH AVE S | 1 | 2 | CC |
| 65 | 11TH AND 12TH ST S | 1 | 2 | CC |
| 66 | GANDY AND SAN MARINO BLVD NE | 1 | 2 | CC |
| Totals | | | | |
| | | | 23 | 46 |

| CBS | | | |
|--------|--------------------|-----------|-----------|
| NUMBER | LOCATION | STRUCTURE | FACES |
| 67 | 12TH AND 3RD AVE S | 1 | Digital 1 |
| 68 | 12TH AND 3RD AVE S | 1 | Static 1 |
| 71 | 12TH AND 28TH ST S | 1 | 2 |
| 75 | 12TH AND 5TH AVE N | 1 | 2 |
| 78 | 3335 ULMERTON RD | 1 | 2 |
| Totals | | | |
| | | | 5 |



DIGITAL BILLBOARDS

| St. Pete Ref. No. | Panel No. | Ownership | Existing Height from grade | Existing Height ** from roadway | PANEL ADDRESS | 500' separation to residential | 500' separation to historic + | 2500' separation to digital ++ | 100' Within right-of-way | Visibility Between digital faces +++ | Height 25' to top of sign or exist. | Location on approved roadway |
|-------------------|-----------|-----------|-------------------------------|------------------------------------|--|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------|---|--|---------------------------------|
| | | | | | | | | | | | | |
| 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 | Y | Y | Y | Y | Y | Y |
| 55 | 000342 | CC | 65' | 38' | I-275 WS 700 ft N/O 13 th Ave. No. (Facing South) | Y | Y | Y | Y | Y | Y | Y |
| 57 | 000150 | CC | 80' | 55' | I-275 SS 40 ft E/O 22 nd St. So. (Facing Southwest) | Y | Y* | Y | Y | Y | Y | Y |
| 59 | 000435 | CC | 68' | 47' | I-275 WS 15 ft S/O 4 th Ave. So. (Facing North) | Y | Y | Y | Y | Y | Y | Y |
| 64 | 000418 | CC | 40' | 40' | I-275 WS 5 ft N/O 28 th Ave. So. (Facing South) | Y | Y | Y | Y | Y | Y | Y |
| 65 | 000051 | CC | 70' | 50' | I-175 NS 75 ft E/O 12 th St. So. (Facing East) | Y | Y | Y | 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
 **: Information provided by Clear Channel Outdoor

MUNICIPAL CODES

| Entity | Replace Ratio | Brightness | Digital Billboard Separation | Residential / Historic Separation | Height | Message Duration | Message Transition | Message Complexity | Size |
|---|---------------|--|--|--|---|--|--------------------|--|---|
| FLORIDA CITIES | | | | | | | | | |
| Miami (sec. 10.4.5) | NA | _____ | Regulations regarding digital replacement per individual development agreements and not minimum code standards | | | | | | |
| Orlando (sec. 64-277) | 4:1 | Max 0.3 foot candles (fc) above ambient light when measured: (Sq. ft – Distance) 300-375 – 150’ 376-475 – 200’ 476-672 – 250’ | 1,500’ | • 400’ to any residential use or residential zoning district, historic district boundary, protected land use • 100’ to hotel or motel | • When along limited access roadways: 40’ crown of road not to exceed 65’ above grade • State arterial roadway: 30’ crown of road not to exceed 60’ above grade | 8 seconds | 0.5 seconds | • No flashing, or rotating • Shall comply with the lighting reqs. of F.S. chapter 479, and Rule 14.10, FL Administrative Code | • 672 sq. ft. along limited access roadway • 400 sq. ft. along state arterial roadway |
| St. Petersburg | 10:1 | Max 0.3 foot candles (fc) above ambient light when measured: (Sq. ft – Distance) ≤ 300 – 100’ 301-378 – 200’ > 378 – 250’ | • 2,500’ • view only one face at a time | 500’ from residential zoning / 500’ from historic | 25’ or height of static billboard being replaced, whichever is greater | 10 seconds | Instantaneous | • No animation, flashing, scintillating lighting, movement, sequencing or varying of light intensity; • Regulates structural attachments on static BBs not to exceed: 1) 5-feet from sign face; and, 2) 30% of the total sign face area | • Maximum 14’ x 48’ • 672 sq. ft. |
| Tallahassee (sec. 7-64) | 1:1 | NITS standard | • 1,800’ between standard and digital • 4,000’ between two (2) digital | 200’ from residential zoning | 40’ from crown of road | 6 seconds | 2 Seconds | No flashing lights, traveling messages, animation, or other movement | 380 sq. ft. |
| Tampa | 4:1 | Max. 0.3 foot candles (fc) above ambient light when measured at property line of any residential property within 200 feet of sign structure | 2,500’ | • 75’ from residential zoning • Not located in historic district or on parcel with historic structure • Not located in a View Corridor | • Not in Ordinance • Agreement appears to allow up to 65’ above road max where necessary for full view | 8 Seconds | 2 Seconds | No flashing, intermittent or moving lights | • 672 sq. ft. along interstate and FAP roadways • 400 sq. ft. along all other roadways |
| FLORIDA COUNTIES | | | | | | | | | |
| Broward Co. (inc. Ft. Lauderdale) (sec. 39-58(2)) | NA | No limit | 1,500’ | • 1,500’ from public school, residential and agricultural zoning districts • 200’ public park, church or conservation area | 35’ from ground or crown of road, whichever is higher | 6 seconds | 2 seconds | ? | 672 sq. ft. |
| Hills. Co. (inc. Tampa) | | No glare as determined by FHP | • 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. |
| Leon Co. (inc. Tallahassee) (sec. 10-9.308) | 3:1 | NITS standard | • 1,800’ between standard and digital • 2,700’ between two (2) digital | 300’ from residential zoning | 40’ from crown of road | 6 seconds | 2 Seconds | No flashing, intermittent or moving lights | 380 sq. ft. |
| Pinellas Co. (Draft April 22, 2011) | | • 2:1 • The combined SF of a non-FAP sign face area removed shall total at least four (4) SF per one (1) square foot of digital sign face proposed. Illuminance: • Max. 0.3 foot candles (fc) above ambient light when measured: (Sq. ft – Distance) ≤ 288 – 100’ 288-378 – 200’ > 378 – 250’ Luminance: • At night from sunset to sunrise, max 350 nits At day from sunrise to sunset, max 5,000 nits. | • 2,500’ to another digital sign facing same direction | • 500’ from intersection that has traffic signal • 500’ from residential zoning • 15’ from any public rights-of-way. Interior side and rear yard setbacks for zoning district apply. | • 50’ from ground • Where adjacent to elevated roadway, maximum height is greater of either 50’ from ground or 25’ from the highest point of the overpass at the crown of road | • 1 Minute • May be reduced to 15 seconds subject to criteria included in Section 138-1334(G)(11) | ½ Second | No sound, vapor, smoke, odor, particles or gaseous matter, 3D images, holographic images or pyrotechnics. No animated signs, multiprism signs and beacon lights | 672 sq. ft. |

Robert Gerdes - Comments ahead of PS&I Committee Meeting - June 9th

From: "Travis Jarman (Bayway Isles)" <cona.mail@bayway.org>
To: "Eva Andujar (St. Petersburg)" <Eva.Andujar@stpete.org>
Date: 6/8/2011 11:57 AM
Subject: Comments ahead of PS&I Committee Meeting - June 9th
CC: <council@stpete.org>, <mayor@stpete.org>, "Robert Gerdes" <Robert.Gerdes...>
Attachments: CONA WhitePaper-DigitalBillboards 4.pdf; CONA Letter to Council Mar 25 2010 Rev 4.pdf; CONA--Letter Mayor Foster 080510.pdf

To: Eva Andujar, City Clerk

Please include this communication and copies of the attachments in the June 9th PS&I meeting materials.

Dear Mayor Foster and City Council members:

I am writing on behalf of the Land Development and Historic Resources Committee of the Council of Neighborhood Associations.

We understand that proposed changes to our sign ordinance on the agenda for the PS&I Committee meeting on June 9th. Ahead of that meeting, we thought it might be useful to refresh everyone's memory on this subject, and to make a few comments that might be useful in the Committee discussion.

1. *CONA's position on digital billboards.*

In 2010 the CONA Land Development and Historic Resources Committee published a "white paper" on digital billboards, a copy of which is attached. Having reviewed the current draft of the proposed sign ordinance, the position of the Committee regarding digital off-premise signs is unchanged.

2. *CONA's recommendations.*

As noted in the "white paper" and in the attached letter of March 25, 2010 to Council there were several actions that could be taken to moderate the risk of adopting an ordinance that could be incomplete or have unintended consequences. These included:

- A) Conducting a front-to-back review of our sign ordinance before adopting changes to the paragraphs dealing with off-premise signs. Non-conforming and illegal ON-PREMISE and roadside signs are increasing in number and frequency in our city, and the city seems limited in the ability to do anything about it. It is time that we follow through on this recommendation.
- B) Examining alternatives for eliminating billboard clutter and adopting a plan for removing all billboards from the city by a time certain. The attached letter of 8/5/2010 to Mayor Foster outlines a few of the options for getting there, but to the best of our knowledge no follow up action has been taken.
- C) That the proposed ordinance be reviewed by outside counsel with expertise in municipal sign ordinances and billboard litigation. That review was discussed and agreed to by Mayor Foster in a July 20, 2010 meeting with the CONA Executive Committee, but to the best of our knowledge it has not been conducted. We ask that Council direct staff to follow through on this recommendation.

3. *Pinellas County's ordinance.*

The Council should be aware that Pinellas County - where the moratorium on digital signs is still in effect - is close to allowing these signs but with a FIFTEEN SECOND dwell time, rather than the TEN SECOND dwell time in St. Petersburg's proposal. It is our understanding that this dwell time was selected because at highway speeds a sign that changes every 15 seconds is much less likely to be distracting to drivers, since only one or two images

are visible as the driver passes by. There is no benefit to your constituents in adopting a shorter dwell time, therefore we ask that the city adopt the longer interval in a re-draft of the ordinance.

4. St. Petersburg is unique.

If Council permits frequently changing digital signs on our city's major access roads it will degrade and change the character of our city and turn us into just another wide spot in the road, indistinguishable from the rest of the metropolitan landscape. While municipalities all around us are allowing or even embracing digital billboards, this is an opportunity for St. Petersburg's leadership to stand up and declare our community to be different. If the proposed ordinance is adopted that opportunity will be gone forever.

The members of the Committee appreciate your consideration of these comments.

Best regards,

Travis Jarman
for the
Land Development and Historic Resources Committee
Council of Neighborhood Associations



**The Council of Neighborhood Associations of South Pinellas County
P.O. Box 13693, St. Petersburg, Florida 33733**

**LAND DEVELOPMENT & HISTORIC RESOURCES COMMITTEE
REPORT ON DIGITAL BILLBOARDS**

April 2010

The CONA Land Development and Historic Resources Committee has reviewed the February 25th, 2010 draft proposal presented to City Council by Clear Channel Outdoor, Inc. This proposal would allow the installation of eight 14' x 48' digital billboards (commercial electronic variable message signs, or CE VMS) along the Interstate and Interstate feeders and major highway corridors (Roosevelt, Gandy, 34th Street, and Tyrone Blvd.) within the city limits of St. Petersburg, in return for the removal of eighty non-conforming static sign faces located elsewhere in the city. The majority of these eighty sign faces were installed prior to the introduction of the current sign ordinance and would not be permitted today, thus they are 'non-conforming' and cannot be relocated or replaced.

The City's current sign code prohibits changeable message signs. Thus, in order to allow CEVMS the City will have to modify its Land Development Regulations and the associated city sign code. This would be the first significant change to the sign code since it was adopted in 1992.

As the result of concerns raised by several neighborhoods the Committee held a series of meetings beginning in November 2009, and has met with representatives of the City and Clear Channel Outdoor in order to fully understand the advantages and disadvantages of the proposal.

The Committee appreciates the cooperation and support provided by the City Economic Development and Codes Compliance Assistance staff in the formulation of this report.

Analysis

The Committee finds there is one advantage, one neutral element, and four disadvantages should the City decide to allow off-premise CEVMS.

Advantage:

Reduction in visual clutter:

The proposed agreement would result in a net decrease of seventy-two sign faces within the city limits. The majority of these sign faces are located along neighborhood corridors and thus their removal would reduce visual clutter along those thoroughfares. It is noted that there will be a reduction in 72 sign "faces," not locations. In some places as many as four sign faces are located on a single site.

The Committee noted however, that these signs are low, unobtrusive, and at the end of their useful and permitted life. Many are obscured by trees and cannot be seen by passing motorists. According to City staff's February 25th workshop presentation from 2002 to the end of 2009, 22 percent of the city's non-conforming signs have disappeared due to attrition caused by obsolescence, land use changes, and redevelopment. Clear Channel stated during their presentation to CONA on March 17th that they expect that even without a swap deal the remaining non-conforming signs will disappear over the next 25 years.

Neutral Element:

Use of Signs for Public Safety Alerts

Clear Channel has proposed using their sign inventory for public safety messages such as Amber Alerts, Silver Alerts, and Hurricane Evacuations. The Committee noted that while the potential for such a use exists, there is no binding commitment regarding the frequency, time of day, or number of such messages that might be displayed. Secondly, tax dollars have already been used to put just such a system in place: the Variable Message Signs already located on the Interstate Highway System. Agreements are in place with FDOT to use these signs for public service messages; in fact, that is frequently being done. Additionally, many other mass media are available for such alerts, including radio and television public service announcements. The addition of eight additional alert locations would be of limited value.

Disadvantages:

Safety Concern

There is currently no available research that demonstrates that CEVMS are safe.

Discussion: The Two Second Rule

An analysis of the *100-Car Naturalistic Driving Study*, conducted by the National Highway Traffic Safety Administration and released in 2006, *showed that taking one's eyes off the road for more than two seconds for any reason not directly related to driving (such as checking the rearview mirror) "significantly increased individual near crash /crash risk."*

According to the study, the following factors make drivers likely to look at an electronic sign for more than two seconds at a time, and therefore put themselves and others at risk:

- Digital signs are extremely bright and are designed to be visible in bright sunlight and at night. Brightness is measured in "nits." The Sun emits 6,500 nits. A digital sign can emit over 8,000 nits. At night, a CEVMS can be 10 times brighter than traditional illuminated billboards. The eye is drawn to them far more strongly than to traditional billboards. They are designed to be eye-catching, and they are.
- They can be seen from great distances, even as far away as a mile or more, making them distracting even before they begin to communicate their messages.

- The images would rotate every 6 to 10 seconds and drivers will naturally look at the sign long enough to see what comes up next. Complex messages often take 5 seconds to comprehend, during which time the driver's attention is distracted.
- The Florida Department of Transportation's position is that it takes a minimum of six seconds to comprehend the message on an electronic billboard, which is already three times the safe period for driver distraction.
- The human eye is hard-wired to be drawn to the brightest objects in the scene and to those that display motion, or apparent motion. Recent research (Theeuwes, 2004) shows that this response is both automatic and unavoidable.
- CEVMS use both brightness and image change "movement" to capture attention. Because the messages change every 6 to 10 seconds, even commuters who pass by the signs every day will be looking to see what's new. Traditional signs become visual background noise for local drivers, and thus have less safety impact; but electronic signs never blend into the background.

The billboard industry is noted for citing a Virginia study (Virginia Tech Transportation Institute, 2008) that states that CEVMS are safe. However, this study has been found to be biased. The study was conducted by Dr. Suzanne Lee and is often used in outdoor advertising litigation.

This study's uselessness was noted by a federal district court judge in New York. In *Nichols Media Group v. The Towns of Babylon and Islip*, the court held that *"the Lee Study is so infected by industry bias as to lack credibility and reliability."* The court based its opinion on several factors:

- The study was *"funded by the Foundation for Outdoor Advertising Research and Education, a close affiliate of the Outdoor Advertising Association of America."*
- Trial testimony revealed that *"representatives of the OAAA were intimately involved in the design and conduct of the Lee Study."*
- The Lee Study has been neither widely disseminated nor subject to peer review. *"Nor have the conclusions of the Lee Study been replicated in any other study."*

St. Petersburg should be wary of approving electronic signs pending the outcome of definitive objective studies regarding their safety. While the first phase of the Federal Highway Administration safety study currently being conducted will not result in regulation, it will proffer a finding as to whether CEVMS are distracting, or not. This by itself has significant implications for municipalities considering allowing such signs.

Aesthetics and City Image

CEVMS become the brightest objects in the landscape, and thus they become the dominant visual element. This changes the fundamental character of the cityscape. They distract from other visual and scenic qualities of the environment, and clash with established architectural elements, even at great distances (Scenic America, "Billboards in the Digital Age: Unsafe (and Unsightly) at Any Speed," 2007). This would have a negative impact on the scenic appearance of the City of St. Petersburg.

Because of their brightness, height and size, a 500' or even 1000' separation from neighborhoods may not be enough to prevent light pollution and spill over onto adjacent residential, park, or historic properties.

Environmental Concerns

CEVMS are large energy users. One digital billboard can consume more than 300 megawatts / year, and would have a carbon footprint the size of 13 homes, while causing the addition of 108 tons/year of carbon dioxide to the environment (U.S. Green Buildings Council Central Balcones, Texas Chapter).

Legal Risks

The proposed agreement is limited to signs to be removed from Clear Channel's billboard inventory. Other billboard industry players have not yet agreed to enter into similar agreements. The Committee is concerned that approving an ordinance that requires removal of existing billboards (of any quantity) in return for installation of a new billboard may shut out new entrants. Should litigation ensue, the city's ordinance could be overturned in whole or in part, leaving the city open to unintended consequences of their act.

If these signs must later be removed because they are deemed a hazard (or for that matter, for any other reason) the cost of compensating sign owners would be enormous, particularly along federal-aid highways where the Highway Beautification Act requires cash compensation.

State Legislation

It is argued by Clear Channel that the state may soon introduce legislation regulating billboards, and that any changes to be made in local ordinances need to be made before the state legislation goes into effect otherwise provisions that deviate from the state legislation will be prohibited. As of April 7, 2010 no such legislation is pending before the Florida Legislature.

Other Comments

Other than permit fees, the City and public would receive no revenue from these signs. Allowing the installation of CEVMS creates a situation where the city is giving special treatment to one or two companies within an industry, which will be using public airspace for their own gain. The public's interest in maintaining a scenic community would be encroached upon without compensation.

It is noted that Tampa Bay municipalities vary widely in their regulation of CEVMS. For example, while the city of Tampa is debating the appropriateness of such signs and the extent to which they should be regulated, Clearwater bans all new billboards, digital or otherwise. In Tampa the city has no choice; a 2008 settlement agreement between Clear Channel, CBS, and the city requires that the city make a provision for digital billboards. Clearwater banned all new billboards in 1992 over concerns about the visual pollution created by proliferating signs and the resulting detrimental effect on the city's appearance.

Committee Recommendations

The Committee recommends that City Council leave existing sign ordinance in place until, at a minimum, Phase I of the Federal Highway Administration's safety study has been completed.

Considerable research was previously undertaken by the City before enacting the current ordinance which prohibits changeable signs and placed a moratorium on new signs. The current ordinance should not be changed without good reason and substantial public benefit.

In the meantime, the use of *on-premise* digital electronic signs is proliferating, and new sign technologies such as electronic vehicle signs and building wraps are appearing in other Florida cities. Our current sign code did not anticipate the evolution of on-premise digital signs beyond the 'time and temperature' electronic message centers.

It is appropriate that the City undertake a comprehensive review of the sign code to deal with this and the other evolving new sign technologies. Mayor Foster has also indicated his support for this timely review.

CONA's Position

After hearing from both the CONA Land Development & Historic Resources and Clear Channel at its meeting on March 17, 2010, the CONA Board approved a resolution calling for maintaining the current ordinance which prohibits digital billboards and provides for a moratorium on new billboards, and calling for a comprehensive review of the current sign ordinance before undertaking any changes in the ordinance.

Respectfully submitted,

Travis Jarman
Chairman, Cityscape subcommittee
Council of Neighborhood Associations

Maureen Stafford
Chair, LD & HR Committee
Council of Neighborhood Associations

Attached:
St. Petersburg Times Editorial, March 22, 2010

A Times Editorial

St. Petersburg should approach digital billboard deal with caution

In Print: Monday, March 22, 2010

The concept of ridding St. Petersburg of dozens of old billboards by agreeing to a few high-tech digital boards still has appeal — but only if the deal with a billboard company and an accompanying ordinance retain provisions to limit the impact on motorists and the environment. The City Council must stand firm against any attempts by the billboard company, Clear Channel, to whittle away at those protections.

With a Federal Highway Administration study of digital billboard safety due out within weeks, the City Council should see those results before agreeing to anything. The study won't make specific recommendations, but it will report the results of distraction tests done with drivers on roads where digital billboards are located. That could help the city determine where digital billboards can be safely located, how bright they should be and how often the sign faces should change.

Unlike traditional billboards, digitals have vivid LED screens and advertising messages that change as frequently as every six seconds. They are enormously profitable for billboard companies. Clear Channel, which owns three-quarters of St. Petersburg's billboards, approached former Mayor Rick Baker and said it would remove 110 of its 144 billboards if it could erect just 10 of the new digital boards along a handful of major roadways. A proposed ordinance allowing digital billboards in exchange for removal of old billboards has been drafted.

At a recent City Council workshop, Mayor Bill Foster said he has "a personal distaste" for digital billboards and will leave the decision to the City Council. The proposed ordinance has been improved from earlier versions, adding, for example, a 500-foot separation between homes and digital billboards. But the ordinance also would allow new traditional billboards along the interstates, which seems counter-intuitive when the goal is to reduce the number of billboards.

The separate agreement with Clear Channel remains a moving target, with numbers changing and Clear Channel making new requests. The city discovered the company doesn't have 144 billboards, but 132. Clear Channel now proposes to take down 88 old boards, not the original 110, in exchange for putting up eight digitals. It wants permits to build some digital boards before it removes all of the old boards. And the company said it would like signs taller than the 25 feet previously agreed upon.

Billboard companies are clever negotiators. The City Council should be wary of any changes and look for ways to get billboards removed without sacrificing safety or the city's charm.



**The Council of Neighborhood Associations of South Pinellas County
P.O. Box 13693 St. Petersburg, Florida 33733**

Ms. Leslie Curran
Chairman, St. Petersburg City Council
P.O. Box 2842
St. Petersburg, FL 33731

March 25, 2010

Madam Chairman:

Thank you for attending the C.O.N.A. Board meeting on March 17th. It was a pleasure to have you and your fellow Council Members join us.

The C.O.N.A. Board has given due consideration to the February 25, 2010 draft proposal to swap out non-conforming static billboards for eight new digital billboards within the City, receiving presentations from C.O.N.A.'s Land Development and Historic Preservation Committee and Clear Channel Outdoor, Inc.

After hearing from both parties and allowing for Q&A and discussion the CONA Board has reaffirmed our previous position **AGAINST** the city's adoption of the proposal at this time, for the following reasons:

- There remains a grave concern about the impact of these electronic signs on traffic safety. We believe the Council should at a minimum defer action until after the pending FHWA Driver Attention study is complete.
- Digital billboards could have significant negative implications for our city's look, character and quality of life for residents and visitors. As one of our Board members said "St. Petersburg is not Tampa", and we should not strive to model their appearance.
- These signs consume large amounts of energy and would add significant pollution to our environment. A study by a chapter of the U.S. Green Building Council in San Antonio, Texas, found that the yearly carbon consumption of one digital billboard was equivalent to that of 13 average homes.
- If the City allows installation of these signs and later wants them moved, removed or otherwise limited, the cost to the city could be substantial and unaffordable.
- There are unknown legal risks and the billboard industry is noted for its use of litigation to overturn municipal sign ordinances. Local examples include litigation resulting in settlements in Tampa, Pinellas County and the City of Clearwater, as well as lawsuits that were later dismissed against Manatee County, Pinellas Park, Pinellas County, and New Port Richey.

As our sign code currently stands the City of St. Petersburg has a 'de-facto ban' on new billboards, digital or otherwise. C.O.N.A. asks that that Council maintain our existing sign ordinance for now, while simultaneously undertaking a comprehensive review of both on and off-premise sign regulations.

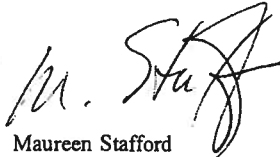
This review of our sign ordinance is supported by Mayor Foster and is necessary to protect our residents and visitors from inappropriate signage that is out of keeping with the character of our community.

Please contact the undersigned if you have any questions or need further information.

Sincerely,



Travis Jarman
Chairman, C.O.N.A. Cityscape subcommittee



Maureen Stafford
Chair, C.O.N.A. Land Development and Historic Preservation Committee



Will Michaels
President, Council of Neighborhood Associations

cc: Council Members
Mayor Bill Foster



***The Council of Neighborhood Associations of South Pinellas County
P.O. Box 13693
St. Petersburg, Florida 33733***

August 5, 2010

Mayor Bill Foster
City of St. Petersburg

Dear Bill,

At your last meeting with the CONA Executive Committee we discussed a couple of alternatives for achieving what has become a common goal: completely ridding our beautiful city of billboard blight. This goal is shared by every Council member and neighborhood leader with whom we have spoken. We even find strong support for the idea from business groups.

Given the concerns of our neighborhoods about the proposed digital billboard 'swap', it makes sense to look carefully at our other options for complete removal of the older, non conforming billboards.

- ☐ Clear Channel and CBS ("the industry") entered into property leases in the early 70's for most, if not all of the billboards that they propose removing.
- ☐ Due to the limited lifespan of most billboards, property leases are usually written for 20 years, then 10 years, sometimes extended once for another 10 (or 5) years, then they go year to year.
- ☐ Therefore most, if not all of those leases written in the 1970's have expired or are now year to year.
- ☐ When a non conforming billboard is removed, it cannot be rebuilt. (Additionally, per our current sign ordinance the parcel can no longer be used as a location for erection of a new billboard).

Here are a few considerations:

- ☐ If the proposed digital billboards 'swap' is approved and the industry removes the identified 90 billboards over the next few years, will they continue to lease the (now vacant) property from the parcel owners in perpetuity? Logic would say "no".

- ☐ If the property owners are going to shortly lose the billboards as a result of the swap, why wouldn't they be willing to be "good citizens" and simply remove the signs from their property now or at the end of the lease term?
- ☐ As additional incentives this might be done in combination with a Transfer of Development Rights program for signage, conservation easements, or some other incentive. The Community Preservation Commission is now formulating changes to the ordinance regarding the TDR program for historic properties. This would be an opportune time to consider adding a modest TDR program for signage removal.

We have discussed these thoughts briefly with Dave Goodwin, but at the moment the pursuit of these ideas is outside his scope of authority. We would urge you and the City Council to establish a Task Force to develop a plan for the removal of all billboards on a definite schedule. This possibly could be done under the auspices of the City Beautiful Commission just as the Community Preservation Commission has recently established a Task Force (Subcommittee) to consider historic preservation ordinance changes. In addition to representation from neighborhoods the group could also include a few property owners leasing their property for billboards.

There remains no hurry to push through the proposed ordinance changes, especially given the pending federal highway safety study, the efforts underway to further regulate digital signs at the County level, and the need for a comprehensive review of our sign ordinance to include appropriate regulation of on premise changeable message signs.

Best regards,

Will Michaels, President
Council of Neighborhood Associations

**St. Petersburg Area Chamber of Commerce Position Regarding:
Static Billboard Removal and Digital Billboard Inclusion**

Background:

The St. Petersburg City Code regarding commercial billboards (Section 16.40.120) currently allows the use of static billboards as the only means of displaying commercial signage from erected billboard display structures. With the advent of electronic signage technology, it has become a more cost-effective decision for business organizations to utilize electronic signage in marketing themselves to the consumer. In addition, the current use of static billboards requires an exponential increase in the amount of billboard structures, which detracts from the pleasing visual environment that the city is ever pursuing. Digital billboards allow for multiple messages to be cyclically displayed; this helps contribute to the removal of excess static display structures and increases the appeal that citizens and visitors want to see from the city.

Position:

Upon recommendation from the Public Policy Committee, the Board of Governors of the St. Petersburg Area Chamber of Commerce unanimously approved to support the inclusion of this amendment within the aforementioned city code. Electronic billboards will continue to provide business organizations with the capability of marketing towards their target market, while decreasing the amount of billboard signage displays that currently sit within the city limits; this decrease will benefit the city in terms of aesthetic attraction. Electronic signage is a potential cost-effective alternative to static billboards, which will also provide an economic incentive towards local businesses. In addition to the information mentioned above, the requirements for signage to maintain a minimum distance from certain zoning areas would be upheld, as is indicated in the table below:

| Area of Affect | Current Standard | Proposed Standard |
|-------------------|------------------|-------------------|
| Residential Zones | 500 ft. | 500 ft. |
| Historic Property | 500 ft. | 500 ft. |

In addition, electronic signage would have to maintain a 2,500 ft. distance from other electronic signage; this would help protect drivers from potential distractions while operating on the roadways. Finally, all electronic billboard and future static billboard construction would require location along the interstate and its feeders, further providing for the evolution of the city's attractiveness.

Recommended Action:

The Board empowers President Steinocher and his staff for additional outreach and actions, to include but not limited to: advocacy outreach to the Chamber membership, community partners, and/or other appropriate entities.