



**MEMORANDUM
CITY OF ST. PETERSBURG**

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

Date: Meeting of February 25, 2010

Subject: Billboard reduction proposal

Following up on the December 10, 2009 City Council workshop, Administration has revised the draft ordinance and agreement (attached) related to amending the Land Development Regulations to create a program to remove billboards from the City and allow digital billboards in certain locations.

Background

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

Proposed Ordinance

This city-initiated application amends City Code Chapter 16 regarding signs to define and regulate electronic digital off premise signs (billboards). In addition to the ordinance amending the City Code, 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 amends the existing sign regulations as follows. Changes since the December City Council workshop are underlined.

- Define electronic digital signs
- Identify opportunity for outdoor media agencies to seek approval to replace existing off premise signs (billboards) with electronic digital signs
- Establish in the ordinance the minimum replacement ratio of 10 existing billboards removed for the ability to install one digital billboard
- Identify the locational conditions for digital signs
 - 2500' separation from other electronic digital signs facing the same direction
 - Only located at existing billboard sites on major roadways (I-275 including feeders, 34th Street, Gandy Blvd., Tyrone Blvd., Roosevelt Blvd.)
 - Digital billboards can only be located where an existing billboard is removed
 - Height of digital billboard cannot exceed 25 feet over the crown of the abutting roadway (same as current requirement for static billboards)
 - 500' distance from historic property
 - 500' distance from residentially zoned property as defined in the Code (same as current requirement for static billboards)
- Identify the operational conditions for digital signs to meet or exceed those described in the April 2009 publication Safety Impacts for Emerging Digital Display Technology of Outdoor Advertising.
 - Minimum message duration 10 seconds
 - Message transition and complexity standards (static messages only, no scrolling or sequenced messages)
- Brightness (Billboard Luminance) – The intensity or brilliance of the illuminated display shall be controlled so as not to cause glare or otherwise impair the vision of the driver, or result in a nuisance to the driver. The brightness is generally regulated using one or more standards:
 - *Foot-candles* - The proposed ordinance includes a maximum brightness level of 0.3 foot-candles above the normal ambient light levels when measured 150' perpendicular from the face of the sign;
 - *NITS* – The brightness of an LED display is generally expressed by a numerical value in NITs. A NIT is defined as a unit of illuminative brightness described as candela output per square meter. The NITs standard is also commonly used to regulate billboard luminance, is typically structured with a day and nighttime maximum and may be applied independent of, or in combination with, foot-candle standards.
- Billboards removed cannot be replaced from removed locations
- Outdoor advertiser will make digital boards available to City and other public agencies for public service use such as evacuation, amber alert and notice of City sponsored or co-sponsored special events.
- Restricts any future static billboard construction to the interstate and interstate feeders.

Proposed Agreement

An agreement has been drafted between the City and Clear Channel Communications. The form of the agreement could be modified for an additional outdoor advertiser such as CBS wishing to participate in the billboard reduction program outlined in the ordinance. The agreement accomplishes the following. Changes since the December City Council workshop are underlined.

- Identify the number and location of billboards of the outdoor advertiser in St. Petersburg
- Identifies the number and locations of billboards proposed to be removed, the number and locations of remaining 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 digital billboard, and that all billboards to be removed will be removed within two years from the date of the agreement. At no time shall the ratio of removed billboards to constructed digital billboards be less than 10 to one.

Analysis

Current City sign regulations limit the form of signs citywide, and also regulate the placement of off premise signs (billboards). Alternatives regarding sign replacement and relocation are offered. The current proposal defines and regulates a new sign technology, digital billboards, using the replacement idea, that digital signs will be permitted on major roadways in the City, in a number proportional to existing billboards being removed from secondary roadways. It is appropriate for the City to define and regulate the new technology, as has been done in the past for advancing technology like satellite dishes and cell towers. The manner to regulate digital billboards provides advantages both to the outdoor advertiser by allowing the more profitable digital billboard, and to the City by removal of a significant number of billboards from City streets.

With the introduction of digital billboards are several issues to be addressed in the regulations, such as where they should be located, how many should be allowed, and operational guidelines. The proposed regulations restrict digital billboards to the City's major roadways such as I-275, 34th Street, Tyrone, Gandy and Roosevelt Boulevards. The proposed ordinance restricts future static billboards to specific zoning districts abutting the interstate and interstate feeders; however, the proposed ordinance permits the replacement of static billboards with digital billboards along non-interstate corridors such as Tyrone, 34th Street, Gandy and Roosevelt Boulevards in exchange for the overall reduction in the number of billboards. A minimum separation of 2500' for signs facing the same direction is proposed as is a 500' separation from residentially zoned property. A map is attached showing current billboard locations that may qualify to be replaced by a digital billboard. This map depicts the 500' separation requirement and conflicts with the residential zoning. Operational issues such as a minimum 10 second message duration, brightness limits and message complexity and sequencing are also addressed.

Billboards can be a controversial issue, and are opposed by some local, state and national organizations for aesthetic, safety and environmental reasons. Billboards opponents also oppose digital billboards, suggesting that the brightness and message composition are particularly distracting, and therefore unsafe. The non-profit organization Scenic America, “dedicated solely to preserving and enhancing the visual character of America's communities and countryside,” suggests a moratorium on electronic billboard permits based on these and other considerations. They suggest that future research is needed, and that if based on that future research, alterations were needed to digital billboards, that the outdoor advertising companies would be eligible for excessive damages from local governments seeking to modify the billboards.

It is important to consider the issues raised regarding billboards, and their aesthetic and safety effects, and to balance the expressed concerns with the federal, state and local regulatory framework for billboards. The proposal being considered for St. Petersburg is unique in that it provides removal of a significant number of billboards, and precluding their being replaced, with the introduction of digital billboards. In addition to the removal of static billboards, the proposal includes specific regulations on the location and operation of digital billboards which address many of the concerns expressed, for example, brightness and flashing of digital messages. This proposal is different from other local governments adopting regulations for all billboards or only considering how to regulate the digital technology. The requestor, Clear Channel, is familiar with the expressed concerns and supports the regulations described here and future locational and operational restrictions which may be generated from further study, and which may be incorporated into this Code section by amendment.

A further concern is that if digital billboards are allowed now, and someday a government agency requires their removal, that the cost to the government of requiring their removal will be very high based on the value of the digital billboard. Not knowing what may happen in the future with either safety related research and subsequent regulations, or billboard industry technology, it isn't possible to address this concern entirely. It is likely that future research will result in different operational restrictions on digital billboards, and at the same time, billboard technology will continue to evolve as it has, moving from static to tri-panel to LED to digital. The current proposal for Clear Channel to remove billboards is at no expense to the City, and Clear Channel supports the current and future operational limitations related to safety. Concern over future costs for government action to remove digital billboards must be balanced with the current and future benefit of the proposed removal plan.

Changes to Ordinance since workshop

- Digital or electronic off premise replacement signs are prohibited within 500 feet of residentially zoned property (NS, NT, NPUD, CRT and CRS)
- Height of digital or electronic off premise replacement signs shall not exceed 25 feet over the crown of the abutting roadway (same current requirement for static billboards)

- Specific language included requiring the agreement to specify the location of billboards to be removed and the location of digital or electronic replacement signs
- Specific language included requiring the agreement to be approved by City Council
- Inclusion in the Ordinance of the ratio of ten billboards removed for each one digital or electronic billboard approved

Changes to the draft agreement since the workshop

- Inclusion of the new inventory number of 132 existing sign faces for Clear Channel Outdoors
- Specific language stating the ratio of ten billboards removed for each one digital or electronic billboard approved
- Modified language stating that removed billboards cannot be replaced regardless of whether the removed billboard was conforming or non-conforming with the current land development regulations
- New language requiring that no digital or electronic billboard shall be approved until at least half the existing signs to be removed are demolished. This new language further specifies that at no time shall the ratio of removed billboards to constructed digital or electronic billboards be less than 10 to one
- Deleted Relocation, Repair and Rebuild Rights sections of agreement

Additional Information since December workshop

Inventory

Administration has conducted an inventory of existing billboards in the City by operator and finds that Clear Channel has 132 faces and CBS has 22 faces. There are also 10 other billboard faces owned by other operators. A revised list and map is attached.

Comprehensive Plan

Review of the proposed amendment to the Land Development Regulations by the Development Review Commission includes consistency with the City's Comprehensive Plan. Many issues addressed in the Land Development Regulations, such as pushcart vending, cell towers, xeriscape requirements and fence regulations are not specifically addressed in the Comprehensive Plan. An objective 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 Land Development Regulations. Unlike the other plan elements which have many objectives and policies, the Vision element contains only one objective and one 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 are 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 Vision 2020 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.

Status

The draft ordinance considered by City Council in December 2009 was tabled, so if Council desires to consider a new draft ordinance, it would be scheduled for review by the Development Review Commission at minimum. Council could direct additional public review, by an additional commission such as the Planning & Visioning Commission, and/or a public hearing by the Development Review Commission.

Reference has been made to a study underway at this time by the Federal Highway Administration, with results due in April. The study author has confirmed that no recommendations will be made in the conclusions of this study, however should Council desire, a review schedule could be created which brings the draft ordinance back to Council for public hearing in May to allow for consideration of this study.

Modifications to address potential issues

With additional input from commissions, public hearings, and any other sources Council selects, the draft ordinance could be amended to address any concerns. For example, these ideas have been offered or discussed, although no consensus has been reached:

- longer message duration;
- turn off digital billboards after a specified hour at night;
- determine the appropriate brightness standard, staff will continue to research the options.
- limit the number of digital billboards allowed at this time, to allow for installation of those billboards and receipt of subsequent public input prior to considering approval of the total number of digital billboards being requested.

Attachments:

Inventory list and map of all billboards

Map of billboards on major roadways with 500' radius and residential zoning

Draft ordinance

Draft agreement

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

Whereas, the regulation of signs is necessary to protect the public health, safety and welfare; and

Whereas, the City's current sign regulations were originally adopted in 1992 and have not been substantially revised; and

Whereas, prior to 1992 billboard companies were allowed to construct off premise signs for advertising, which was subsequently made illegal in parts of the City; and

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

Whereas, an outdoor advertising company, Clear Channel Outdoor, owns the majority of off premise signs in St Petersburg and has approached the City regarding defining and regulating a new digital technology for signs; and

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

Whereas, in addition to the federal and state regulations for placement, construction and lighting of signs on federal and state roadways, Florida Statutes provides St Petersburg the authority to adopt regulations relating to the repair, replacement and relocation of signs; 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 billboards and providing for regulation of new materials and technology in the sign industry promotes economic growth, sustainable business practices, preserves scenic views and promotes tourist oriented business and thereby benefits the public health, safety and welfare; and

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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, pursuant to Article VIII, Florida Constitution, and Chapters 70, 163, 166, and 479, Florida Statutes, the City has the authority to adopt regulations concerning the repair, replacement, and relocation of signs; and

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

THE CITY OF ST. PETERSBURG DOES ORDAIN:

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

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

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

Off-premises signs, except those specifically allowed by this Sign Code.

Signs that have unshielded illuminating devices permitting a light bulb or other light source to be viewed with the naked eye from off the premises, except as specifically allowed in the supplementary regulations.

Signs that have blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction, except as specifically allowed in the supplementary regulations.

Section Three. Section 16.41.120.15 of the St. Petersburg Code is hereby amended to provide for a new subsection I to read as follows:

I. Digital or electronic off-premise signs. Digital or electronic off-premise signs shall only be allowed in conjunction with an approved enforceable agreement pursuant to Florida Statutes Chapter 70.20 (2009) of the Bert J. Harris, Jr. Private Property Rights Protection Act. If any such approved agreement is declared invalid or unenforceable then the authorization for any digital or electric off-premise sign allowed by this subsection shall immediately be illegal and

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this subsection of the City Code shall become void and repealed upon the expiration of the appeal period for such court order.

1. Locations. Digital or electronic off-premise signs shall only be allowed within 100 feet of the right-of-way of the interstate, including the downtown feeders, Tyrone Boulevard, Roosevelt Boulevard, Gandy Boulevard, and 34th Street. Signs are prohibited on the same site as an historic structure or within an historic district and are prohibited within 500 feet of an historic structure. Signs are also prohibited within 500 feet of residentially zoned property as defined in Section 16.90.020.

2. Spacing. Digital or electronic off-premise signs shall be spaced so that a driver cannot see more than one digital or electronic off-premise sign face at the same time.

3. Size. The message face of each sign shall not exceed 14 feet in height and 48 feet in width.

4. Height. The maximum height shall be 25 feet. If the sign is on a parcel contiguous to an overpass or elevated road (excluding service roads) from which the sign is designed to be viewed, the maximum height of the sign shall be measured vertically from the average elevation of the crown of the roadway surface of the overpass or elevated road. The average elevation shall be determined by averaging the elevation of the crown of the roadway surface between the horizontal extensions of the boundary lines of the contiguous parcel upon which the sign is to be located, where such boundary lines intersect the crown of the overpass or elevated road.

Deleted: Signs shall not exceed 65 feet in height above the crown of the paved surface ¶ of the adjacent street or highway to which the digital sign is oriented. When the view of the sign face is partially or totally obstructed, this height may be increased to the lowest height possible which permits an unobstructed view of the entire sign face from the adjacent street or highway from a distance of one thousand feet.

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.

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

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

8. Each sign shall have a light sensing device to adjust brightness as ambient light conditions change in order to insure that the message meets the following brightness standards. The maximum brightness shall be .3 foot candles above the ambient light measured 150 feet perpendicular from the face of the sign.

9. Notwithstanding the foregoing subsection, the message shall not display light which is brighter than necessary for clear and adequate visibility and the message shall not display light which is of such intensity or brilliance to cause glare or otherwise impair the vision of a driver or

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which results in a nuisance to a driver. No sign shall display light of such intensity that it interferes with the effectiveness of an official traffic sign, signal or device. The maximum brightness shall be reduced if the Zoning Official determines that the sign violates any provision of this subsection thereby causing a possible safety hazard.

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

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

12. Every line of text in the primary message of the digital sign shall meet the following minimum height requirements: not less than 15 inches for signs oriented toward the interstate and feeders, and not less than 9 inches for signs oriented toward all other roadways. The message on a digital sign shall not contain any addresses, phone numbers, website addresses, email numbers or like information.

13. Prior to the issuance of a permit for construction of the digital or electronic off-premise sign, the operator of the sign shall enter into an agreement with the City. The agreement shall specify which existing billboards shall be removed and the location(s) of the requested digital billboards. A minimum of ten existing billboards shall be removed for each digital billboard requested to be approved. This agreement shall require approval by City Council. The agreement shall also provide for public service announcements on a regular basis. Such announcements shall be provided regularly throughout the day and year and shall include messages of significant public interest related to safety and traffic matters (e.g. Amber Alerts, traffic hazards and congestion, hurricane evacuation notices and traffic alerts or advisories) and messages related to City-sponsored and co-sponsored events. Messages shall be posted upon receipt of notice from the City and shall continue to be posted throughout the duration of the event in a manner designed to provide reasonable and effective notice of the event (such posting shall not be exclusive of other messages).

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

Section Four. Section 16.41.120.15.F.3 of the St. Petersburg Code is hereby amended to read as follows:

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

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

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

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

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

Approved as to form and content:

City Attorney (designee)

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BILLBOARD RELOCATION AND RECONSTRUCTION AGREEMENT

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

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

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

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

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

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

WHEREAS, pursuant to Florida Statutes Section 70.20, the City and CC Outdoor propose to enter into this Relocation and Reconstruction Agreement providing for CC Outdoor's removal of Existing Signs in exchange for the right to replace its remaining off-premise signs (collectively, the "Remaining Signs") with digital or electronic off-premise signs which will be subject to the City's regulations for such signs, at a ratio of one digital sign for each ten existing signs removed, with a maximum of 10 digital signs; and

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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.

2. **Removal of Existing Signs.** CC Outdoor is the owner of 132 Existing Signs in the locations shown on composite Exhibit A, attached hereto and made a part hereof. Within two (2) years from the date this Agreement is fully executed by the parties ("Execution Date"), CC Outdoor shall obtain demolition permits for () of the Existing Signs, shall demolish those (number) signs, and shall remove all debris from the properties upon which such 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

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qualifies as the removal of two (2) Existing Signs. CC Outdoor shall complete the demolition of one half of the (number) Existing Signs to be permanently removed under this Agreement before the City will issue any permit necessary to replace a Remaining Sign with a static, digital, or electronic off-premise sign ("Replacement Sign"), as set forth in Paragraph 3 below. Upon completion of the demolition, removal, and disposal of any Existing Sign that is conforming or non-conforming under the current Land Development Regulations and is not replaced by a Replacement Sign as authorized by this Agreement, the property upon which the conforming or non-conforming Existing Sign was located shall no longer include off-premise signs as a permitted structure. CC Outdoor specifically agrees that it will not own, lease, maintain, operate, or replace any off-premise signs, other than signs replaced or rebuilt as authorized under this Agreement, on the parcels from which conforming or non-conforming Existing Signs are removed.

3. **Replacement Signs.** Following the removal of (number) of the Existing Signs, the (number) Remaining Signs shall be the maximum number of off-premise signs that CC Outdoor may own, lease, operate, maintain, or replace within the City's municipal limits. Each remaining sign face qualifies as a Remaining Sign, so that a structure with two (2) sign faces that is constructed in a fixed, back-to-back, or "V" configuration qualifies as two (2) Remaining Signs. At a ratio of one digital sign for each 10 existing signs removed, CC Outdoor shall have the right to replace a maximum of ten (10) of its Remaining Signs with digital or electronic off-premise signs, each having a digital changeable face capable of using digital changeable message technology to display advertising or other content, subject to the City's regulations for such signs. Each digital changeable face qualifies as a Replacement Sign under the terms of this Agreement. However, each advertising face within a digital changeable face shall not be counted as an additional Replacement Sign.

A. Permits and Construction. CC Outdoor shall be responsible for obtaining all required permits to construct, install, relocate, maintain, and/or operate the Replacement Signs, including all required permits from the Florida Department of Transportation. In no event shall the City issue a permit necessary for the construction, installation, relocation, maintenance, and/or operation of a Replacement Sign until CC Outdoor has demolished, removed, and disposed of a minimum of one half of the (number) Existing Signs to be permanently removed pursuant to this Agreement. After CC Outdoor has demolished, removed, and disposed of one half of the Existing Signs to be removed, it may apply to the City for any permits necessary to install a replacement sign(s). However, at no time shall the ratio of removed billboards to constructed digital billboards be less than 10 to one. The City shall issue such permits within thirty (30) days after CC Outdoor's submission of permit applications that are complete and demonstrate compliance with all applicable requirements. CC Outdoor shall complete the demolition, removal, and disposal of all of the (number) Existing Signs to be permanently removed within two (2) years from the Execution Date of this Agreement. If at the end of the two year period, all (number) Existing Signs to be permanently removed have not been completely removed, then CC Outdoor shall cease construction on any pending Replacement Signs and the City shall suspend permits for said Replacement Signs. Such permits shall be reinstated and construction may begin again once the City has adequately verified that all (number) Existing Signs to be permanently removed have been completely removed. CC Outdoor shall have no obligation to construct Replacement Signs within any specified period of time.

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<#>Repair and Rebuild Rights. At any time in the future and from time to time, CC Outdoor may (when allowed under applicable Florida Department of Transportation regulations) maintain, repair, upgrade, alter, replace and/or rebuild with new materials in compliance with the Florida Building Code and other applicable state and local laws an... [1]

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Deleted: exercise its Relocation Rights and Repair and Rebuild Rights under this Agreement

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

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

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

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2. Digital or electronic off-premise signs may only be located as follows: (a) no more than five (5) signs on all interstates currently designated as I-175, I-275, and I-375, (b) no more than one (1) sign on Roosevelt Boulevard between Ulmerton Road and 4th Street North, (c) no more than one (1) sign on Tyrone Boulevard between Park Street and 58th Street North, and (d) no more than two (2) signs on 34th Street.

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

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

5. **No City Responsibility for the Replacement Signs.** CC Outdoor acknowledges and agrees that the City bears no responsibility for the location, design, construction, operation, or maintenance of the Replacement Signs that CC Outdoor may construct, install, rebuild or repair under this Agreement. Further, CC Outdoor acknowledges and agrees that the City has no control over and bears no

responsibility for the content of any advertising or messages that may appear on the Replacement Signs, except for the content of any public service messages submitted by the City to CC Outdoor for display under Paragraph 3(F) of this Agreement. CC Outdoor expressly assumes all responsibility for the location, design, construction, operation, and maintenance of the Replacement Signs as well as the content of any advertising or messages, exclusive of public service announcements submitted by the City to CC Outdoor, on the Replacement Signs.

6. **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.

7. **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.

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

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

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

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

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

11. **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.

12. **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.

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

14. **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.

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

If to the City:

If to CC Outdoor:

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

17. **Recording.** This Agreement may be recorded in the Public Records of Pinellas County, Florida.

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

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

CITY OF ST. PETERSBURG, FLORIDA

By: _____

Approved as to form and content:

() Mayor

Deleted: RICK BAKER

Dated: _____, 20__

City Attorney or designee

Attest:

City Clerk

"CC OUTDOOR"

CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation

Signed, sealed, and delivered
in our presence as witnesses:

By (sign): _____

Print: _____

Signature

Its: _____
(Title)

Print name

Dated: _____, 20__

Signature

Print name

STATE OF FLORIDA
COUNTY OF PINELLAS

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

NOTARY PUBLIC

Typed or Printed Name of Notary

My commission expires: _____

Serial No.: _____

STATE OF _____
COUNTY OF _____

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

NOTARY PUBLIC

Typed or Printed Name of Notary

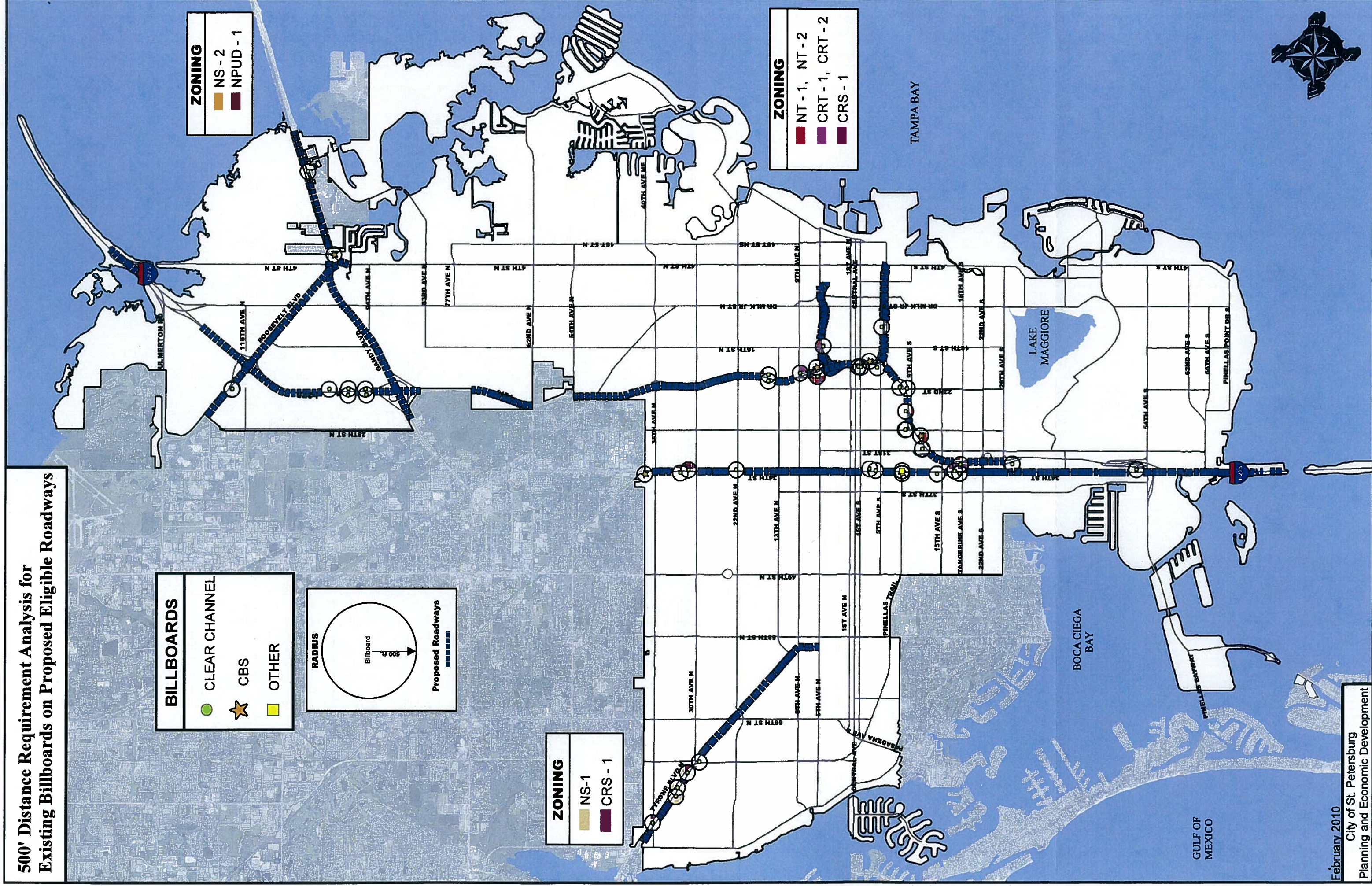
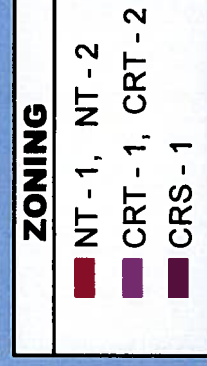
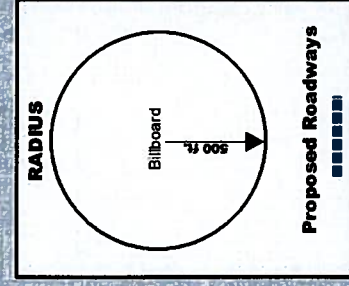
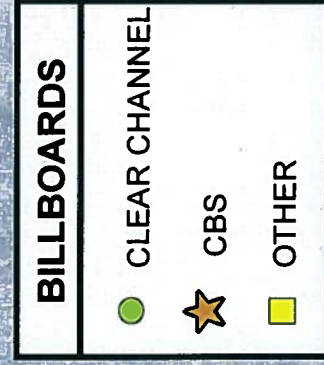
My commission expires: _____

Serial No.: _____

Relocation Rights. If, for whatever reason whether voluntarily or involuntarily, at any time in the future and from time to time, CC Outdoor shall remove one or more of the Remaining Signs, CC Outdoor shall have the following relocation rights to allow it to continue to own, lease, operate, or maintain a maximum of forty-four (44) off-premise signs within the City's municipal limits: (a) the right to remove one (1) of its Remaining Signs and to construct a new Replacement Sign on a new single faced structure at the same location, (b) the right to remove two (2) of its Remaining Signs and to construct two (2) new Replacement Signs on a new fixed, back-to-back, or "V" configuration structure at the same location, or (c) the right to remove one (1) of its Remaining Signs and to add a new Replacement Sign to an existing single faced structure to make it a structure with two (2) sign faces (collectively, the "Relocation Rights"). These Relocation Rights shall not vest until CC Outdoor has demolished, removed, and disposed of at least fifty (50) of the one hundred (100) Existing Signs to be permanently removed pursuant to this Agreement. CC Outdoor shall provide to the City annually an updated list of the Remaining Signs to reflect all such relocations during a given year.

Repair and Rebuild Rights. At any time in the future and from time to time, CC Outdoor may (when allowed under applicable Florida Department of Transportation regulations) maintain, repair, upgrade, alter, replace and/or rebuild with new materials in compliance with the Florida Building Code and other applicable state and local laws and regulations any Remaining Sign and its component parts (collectively, the "Repair and Rebuild Rights"). This does not give CC Outdoor the right to expand the size of any sign, except as specifically allowed by the City's regulations for such signs. The Repair and Rebuild Rights include, but are not limited to, the right to rebuild a structure, install new lighting, and construct and/or install a new structure, new supports, and/or new sign faces subject to the City's then current regulations. If CC Outdoor rebuilds one or more of its Remaining Signs as digital or electronic off-premise signs, such digital or electronic signs will be Replacement Signs and will be counted towards the maximum of ten (10) digital or electronic off-premise signs allowed under this Agreement. These Repair and Rebuild Rights shall not vest until CC Outdoor has demolished, removed, and disposed of at least fifty (50) of the one hundred (100) Existing Signs to be permanently removed pursuant to this Agreement.

500' Distance Requirement Analysis for Existing Billboards on Proposed Eligible Roadways



BILLBOARDS

OWNER LOCATION STRUCTURES FACES

| | | | | |
|---|---------------|----|----|-----|
| ● | CLEAR CHANNEL | 66 | 66 | 132 |
| ★ | CBS | 11 | 13 | 22 |
| ■ | OTHER | 5 | 6 | 10 |

CLEAR CHANNEL

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

CBS

| NUMBER | LOCATION | STRUCTURES | FACES | OWNER | SIZE |
|--------|--------------------------|------------|-------|-------|-----------|
| 67 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 68 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 69 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 70 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 71 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 72 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 73 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 74 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 75 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 76 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |
| 77 | 12TH AVE S AND 3RD AVE S | 1 | 2 | CBS | 14' x 48' |

OTHER

| NUMBER | LOCATION | STRUCTURES | FACES | OWNER | SIZE |
|--------|--------------------------|------------|-------|-------|--------------|
| 78 | 12TH AVE S AND 3RD AVE S | 1 | 2 | OTHER | 10' x 20' 7" |
| 79 | 12TH AVE S AND 3RD AVE S | 1 | 2 | OTHER | 10' x 20' 7" |
| 80 | 12TH AVE S AND 3RD AVE S | 1 | 2 | OTHER | 10' x 20' 7" |
| 81 | 12TH AVE S AND 3RD AVE S | 1 | 2 | OTHER | 10' x 20' 7" |
| 82 | 12TH AVE S AND 3RD AVE S | 1 | 2 | OTHER | 10' x 20' 7" |