

Date..... April 21, 2008

RESOLUTION APPROVING SETTLEMENT AGREEMENT
WITH CLEAR CHANNEL OUTDOORS

WHEREAS, in September of 2005, the City caused the removal and destruction of two off-premises advertising sign structures owned by Clear Channel Outdoor, Inc., and located in the vicinity of 1325 Locust and 1429 Locust Street and the City now owes Clear Channel just compensation for the loss of those signs, including Clear Channel's interests in those sign structures and the leasehold to the underlying land; and,

WHEREAS, the City and Clear Channel have heretofore been unable to agree on the amount of compensation owed to Clear Channel by City for the loss of the signs; and,

WHEREAS, the City proposes to enact an amendment to the City Zoning Ordinance which creates a credit system whereby credits are earned by the permanent removal of off-premises advertising sign structures from existing locations, and the holder of a previously earned credit may convert existing legal non-conforming off-premises advertising sign structures to utilize electronic displays by relinquishing those credits; and,

WHEREAS, the Mayor and City staff have negotiated a compromise and settlement with Clear Channel whereby Clear Channel will relinquish its claim to compensation for the loss of the signs and will remove the existing sign at Gray's Lake in exchange for the benefit of four conversion credits, all as more specifically described in that Settlement Agreement Release, Indemnity and Covenant Not to Sue which is on file and available for public inspection in the office the City Clerk;
NOW THEREFORE,

BE IT RESOLVED, by the City Council of the City of Des Moines, Iowa, as follows:

1. The proposed Settlement Agreement Release, Indemnity and Covenant Not to Sue is hereby approved.
2. The Mayor is hereby authorized and directed to sign the Settlement Agreement Release, Indemnity and Covenant Not to Sue on behalf of the City of Des Moines, and the City Clerk is hereby authorized and directed to attest to the Mayor's signature on such document.

(continued)

★ **Roll Call Number**

Agenda Item Number

68

Date April 21, 2008

-2-

(Council Communication No. 08- 209)

Moved by _____ to adopt.

FORM APPROVED:

Roger K. Brown
 Roger K. Brown
 Assistant City Attorney

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				

MOTION CARRIED

APPROVED

.....
 Mayor

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

 City Clerk

Exhibit "A"

Proposed amendments to the Zoning Ordinance to expand the corridors along which off-premises advertising signs are prohibited, and to restrict the right to replace or modify existing non-conforming signs.

To be used if Clear Channel enters into a settlement agreement with the City.

Sec. 134-1278. Regulation of off-premises advertising signs.

Off-premises advertising signs shall be permitted only in those zoning districts where such signs are specifically classified as permitted or conditionally permitted uses by applicable district regulations. In each zoning district where off-premises advertising signs are classified as a permitted or conditionally permitted use, such signs shall be subject to the following additional restrictions:

.....

- (7) Along the designated major commercial corridors listed in this subsection, in lieu of the separation requirements identified in paragraph (6), above, no such sign shall be located within 500 feet of any other such sign. The designated major commercial corridors are:
 - a. Second Avenue (east side) from University Avenue to Washington Avenue.
 - b. Euclid Avenue from East Fourteenth Street to Mac Vicar Freeway.
 - c. Mac Vicar Freeway (west side) from extension of Tiffin Avenue to north city limits.
 - d. Southeast Diagonal from Southeast Fifteenth Street to Southeast Twenty-fourth Street, and from Southeast Thirtieth Street to east city limits.
 - e. Southeast Fourteenth Street from Pleasantview Drive to Bloomfield Road.
 - f. Army Post Road (south side) from Southwest Ninth Street to Southwest Second Street, and from Southeast Sixth Street to and including the 2100 block of Army Post Road.
 - g. Sixty-third Street/ Iowa Highway 28 from Watrous Avenue to Relocated Army Post Road.
 - h. Park Avenue from Southwest Forty-sixth Street to Southwest Sixty-third Street.
 - i. ~~Merle Hay Road (west side) from Douglas Avenue to Aurora Avenue.~~
 - j. ~~Merle Hay Road (east side) from Aurora Avenue to north city limits.~~
 - i.k. Martin Luther King Jr. Parkway (east side) from Hickman Road to Euclid Avenue.
 - j.l. Northeast Fourteenth Street From Douglas Avenue to north city Limits.
- (8) No such sign shall be located within 500 feet or face any of the designated scenic and gateway corridors listed in this subsection. These scenic and gateway corridors have been so designated because they provide significant views from the public right-of-way to the Des Moines or Raccoon River, downtown, state capitol, or large areas of open space, or serve as major entryways into distinct residential, institutional or commercial districts. The designated scenic and gateway corridors are as follows:
 - a. Army Post Road and Relocated Army Post Road from Fleur Drive to Iowa Highway 28.
 - b. Bell Avenue
 - c. Douglas Avenue from Martin Luther King, Jr. Parkway to west city limits.

- d. East 14th Street and Southeast 14th Street from East Park Avenue to East Euclid Avenue.
- e. East Army Post Road from Indianola Avenue to east city limits.
- f. East Euclid Avenue from MacVicar Freeway to Hubbell Avenue.
- g. East University Avenue.
- h. Easton Boulevard from Hubbell Avenue to east city limits.
- i. Euclid Avenue and East Euclid Avenue from Martin Luther King, Jr. Parkway to East 14th Street.
- j. Fleur Drive from Grand Avenue to south city limits.
- k. Grand Avenue from Twelfth Street to the west city limits.
- l. Hartford Avenue from Southeast 14th Street to Southeast 22nd Street.
- m. Hubbell Avenue.
- n. Indianola Avenue.
- o. Iowa Highway 5.
- p. MacVicar Freeway between 7th Street and East 6th Street, and the east side of the MacVicar Freeway from the extension of Tiffin Avenue to the north city limits.
- q. Martin Luther King, Jr. Parkway from north city limits to East 14th Street. For that portion of E. Martin Luther King Jr. Parkway not yet constructed, the Zoning Enforcement Officer shall obtain, review and reasonably utilize the available data from the state department of transportation, the city engineering department and from any other reliable source in determining the location of the future right-of-way.
- r. Merle Hay Road from Franklin Avenue to north city limits
- s. Southeast 30th Street from East University Avenue to Maury Street.
- t. Southwest 1st Street from Raccoon River Bridge to Depot Street.
- u. Southwest Connector. For the portions of the Southwest Connector not yet constructed, the Zoning Enforcement Officer shall obtain, review and reasonably utilize the available data from the state department of transportation, the city engineering department and from any other reliable source in determining the location of the future right-of-way.
- v. Thomas Beck Road
- w. University Avenue
- x. U.S. Highway 65/69 from East Army Post Road to south city limits.
- a. ~~Grand Avenue from Twelfth Street to the west city limits.~~
- b. ~~Fleur Drive from Grand Avenue to 200 feet south of Army Post Road.~~
- e. ~~Martin Luther King, Jr. Parkway from MacVicar Freeway to the east bank of the Des Moines River.~~
- d. ~~MacVicar Freeway from Seventh Street to East Sixth Street.~~
- e. ~~East Fourteenth Street from Hartford Avenue to Governor Square Drive.~~
- f. ~~Southwest First Street from Raccoon River Bridge to Depot Street.~~
- gy. ~~Embankments of the Raccoon River Bridges at SW 3rd Southwest Third Street, SW 7th Southwest Seventh Street, SW 9th Southwest Ninth Street and 63rd Sixty third Street.~~
- hz. ~~Embankments of the Des Moines River Bridges at SE 1st Southeast First Street, SE 6th Southeast Sixth Street, 2nd Second Avenue, 6th Sixth Avenue, Euclid~~

Avenue and University Avenue.

.....

Sec. 134-1352. Use of land, use of structures and structures in any R district.

.....

- (c) Nonconforming structures other than signs. Where a structure other than a sign exists at the effective date of the ordinance adopting or amending this chapter that could not be built under the terms of this chapter because of restriction on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful, subject to the following:
 - (1) No such structure may be enlarged or altered in a way which increases its nonconformity.
 - (2) If such structure is destroyed by any means to an extent of 60 percent or more of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with this chapter. This subsection does not apply to nonconforming structures within an R-HD residential historic district. Any single-family semidetached or two-family dwelling which was a conforming structure on December 31, 1996 may be structurally altered, and if destroyed may be reconstructed and used as before, provided such reconstruction is commenced within six months of such destruction and diligently pursued to completion.

- (d) Nonconforming signs. Where a sign lawfully exists at the effective date of the ordinance adopting or amending this chapter, that could not be built under the terms of this chapter because of size, height, setback, separation, or other characteristics of the sign or its location, such structure may be continued so long as it remains otherwise lawful, subject to the following:
 - (1) No such sign may be enlarged or altered in a way which increases its nonconformity.
 - (2) Except as allowed by paragraph (e), below, no such sign may be converted to use an electronic display.
 - (3) If such sign is destroyed by any means to an extent of 60 percent or more of its replacement cost at the time of destruction exclusive of the foundation and supporting elements below the bottom of the face of the sign, such sign shall not be reconstructed except in conformity with this chapter. If the sign be less than 60 percent destroyed above the bottom of the face of the sign, it may be reconstructed and used as before provided it is done within six months of such happening and is built of like or similar materials.

- (e) Conversion of non-conforming off- premises advertising signs. An off-premises advertising sign which lawfully exists at the effective date of the ordinance adopting or amending this chapter, that could not be built under the terms of this chapter because of the district in which such sign is located or the lack of required separation from another sign, district or use, may be converted to use an electronic display only under the following circumstances:

- (1) The owner of an existing lawful conforming or non-conforming off-premises advertising sign may apply to the community development director for a conversion credit for the removal of that sign. The application shall be approved and a conversion credit allowed for the removal of the existing lawful off-premises advertising sign if the following conditions are satisfied:
 - i) The sign and the entire supporting structure above grade are subsequently removed; and,
 - ii) The parcel from which the sign was removed cannot again be used for the placement of an off-premises advertising sign by reason of the district or corridor in which it is located; the lack of required separation from another district; or the recording of a restrictive covenant in a form approved by the city legal department that prohibits the use of the parcel for off-premises advertising.
- (2) If a conversion credit is allowed, the amount of the conversion credit to be allowed shall be as follows¹:
 - i) One credit shall be allowed for each sign face on the removed sign structure that was at least 600 square feet in area; and,
 - ii) One-half credit shall be allowed for each sign face on the removed sign structure that was at least 300 square feet in area, and less than 600 square feet in area.
- (3) An applicant for a permit to convert an existing non-conforming sign structure to a sign structure using an electronic display shall relinquish previously earned conversion credits in the amounts set forth below for each sign face on the converted sign structure converted to an electronic display. The electronic display on each face of the sign shall be no larger than the area of the previously existing sign face.

<u>Size of electronic display face placed on the converted sign structure:</u>	<u>Number of conversion credits to be relinquished for that sign face:</u>
<u>over 600 square feet</u>	<u>1.0 conversion credit</u>
<u>at least 300 square feet and less than 600 square feet</u>	<u>0.5 conversion credits</u>

1 The standard off premises advertising signs are:
 14' x 48' Billboard (672 square feet)
 12' x 25' Poster (300 square feet)

City Copy

Date _____

Agenda Item 68

Roll Call # _____

**SETTLEMENT AGREEMENT RELEASE,
INDEMNITY AND COVENANT NOT TO SUE**

This Settlement Agreement (the "Settlement Agreement") is made and entered into on or as of _____, 2008, by and between **Clear Channel Outdoor, Inc.** (hereinafter "Clear Channel"), a Delaware corporation authorized to do business in the state of Iowa, and the **City of Des Moines, Iowa** (hereinafter "City"), a municipal corporation.

WHEREAS, in September of 2005, the City did cause the removal and destruction of two off-premises advertising sign structures owned by Clear Channel and located in the vicinity of 1325 Locust and 1429 Locust Street which also resulted in the termination of Clear Channel's leasehold interests in such sites (collectively, the "Taking"), and the City now owes Clear Channel just compensation for the Taking, including Clear Channel's interests in those sign structures and the leasehold to the underlying land; and,

WHEREAS, the City and Clear Channel have heretofore been unable to agree on the amount of compensation owed to Clear Channel by City for the Taking; and,

WHEREAS, the City proposes to enact an amendment to the City Zoning Ordinance in the form attached hereto as Exhibit "A" and such ordinance creates a credit system whereby credits are earned by the permanent removal of off-premises advertising sign structures from existing locations, the holder of previously earned credits may convert existing legal non-conforming off-premises advertising sign structures to utilize electronic displays by relinquishing those credits; and,

WHEREAS, the parties desire to resolve their disagreement by compromise and settlement upon the terms and conditions set forth below.

NOW THEREFORE, for and in consideration of the mutual undertakings herein set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Clear Channel and the City hereby agree as follows:

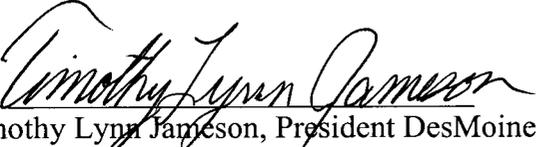
1. Conversion Credits. The City of Des Moines does hereby grant to Clear Channel the benefit of four (4) conversion credits that may be used by Clear Channel in the manner described in the ordinance attached hereto as Exhibit "A".
2. Settlement and Release of Claims. Except in connection with the performance of the City's obligations set forth in this Settlement Agreement, Clear Channel does hereby declare the full and complete settlement of any and all claims, demands, actions or causes of action of any kind or nature whatsoever that it now has or may have in the future against the City of Des Moines, Iowa, its elected officials, employees, former employees, boards, commissions, subdivisions, agents, volunteers, successors and assigns (collectively the "City and its Agents"), growing out of or in any way related to the Taking. Except in connection with the performance of the City's obligations set forth in this Settlement Agreement, Clear Channel does hereby fully and completely release the City and its Agents from any and all liability as to any and all damages of any nature whatsoever, which have occurred to Clear Channel and its affiliated entities as a result of the Taking, whether fully developed at this time or not,

whether known or unknown, whether contingent or liquidated.

3. Covenant Not to Sue. Except to enforce the obligations of the City set forth in this Settlement Agreement, Clear Channel will not, in relation to the Taking, institute or cause to be instituted any civil or administrative suit, case or proceeding of any kind of any tribunal, in law or equity, against the City of Des Moines. The parties further agree that the Tolling Agreement entered into by the parties on or about September 10, 2007, shall be of no force or effect.
4. Warranty of Ownership and Indemnity. Clear Channel hereby warrants that it was the owner of the two sign structures in the vicinity of 1325 Locust and 1429 Locust Street, and held the leasehold interests to the underlying land; that it has made no conveyance or assignment of its interests in such structures and leasehold interests; and that there are no other parties who may assert a lawful claim of interest in such structures and leasehold interests. Except in connection with the performance of the City's obligations set forth in this Settlement Agreement, Clear Channel hereby agrees to indemnify, save, hold harmless and defend the City of Des Moines from and against any and all liability, judgments, suits, claims, demands, actions, proceedings, damages, fines, expenses, losses, awards, costs (including reasonable attorneys fees), and interest arising out of, resulting from or related or incident to, either directly or indirectly, the Taking.
5. Sign at Gray's Lake. Clear Channel shall cause the existing off premises advertising sign and the supporting structure at 2203 Fleur Drive to be removed and shall cause marketable title in the underlying land to be conveyed to the City by quit claim deed by September 1, 2008. Clear Channel shall have no obligation to remove the foundation of such sign, but shall remove the entire sign and supporting structure above the foundation prior to such conveyance. No additional conversion credits shall be earned for the removal of such sign.
6. Contingency. This Settlement Agreement shall be of no force or effect unless prior to April 22, 2008, an Ordinance is enacted by the City containing the amendments to the Zoning Ordinance identified in Exhibit "A", and such ordinance is thereafter promptly published as required by law.
7. Successors and Assigns. This settlement, release, indemnity and covenant not to sue shall be and is binding upon the parties and their successors and assigns.

CLEAR CHANNEL OUTDOOR, INC.,

a Delaware corporation

By: 
Timothy Lynn Jameson, President Des Moines Division

Signed: , 2008

CITY OF DES MOINES, IOWA

ATTEST:

By: _____
Diane Rauh, City Clerk

By: _____
T.M. Franklin Cownie, Mayor

APPROVED AS TO FORM:


Roger K. Brown
Assistant City Attorney

Signed by the Mayor and City Clerk on _____, 2008, pursuant to Resolution and Roll Call No. 08-_____ passed by the Des Moines City Council on _____, 2008.

ORDINANCE NO. _____

AN ORDINANCE to amend the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, as heretofore amended, by repealing paragraphs 7 and 8 of Section 134-1278 and paragraphs (c) and (d) of Section 134-1352 thereof, and enacting a new paragraphs 7 and 8 to Section 134-1278 and paragraphs (c) and (d) to Section 134-1352, and by adding and enacting a new paragraph (e) to Section 134-1352, to expand the corridors along which off-premises advertising signs are generally prohibited, and to restrict the right to replace or modify existing non-conforming signs.

BE IT ORDAINED by the City Council of the City of Des Moines, Iowa:

Section 1. That the Municipal Code of the City of Des Moines, Iowa, 2000, adopted by Ordinance No. 13,827, passed June 5, 2000, as amended by Ordinance No. 14,668 passed July 9, 2007, be and is hereby amended by repealing paragraphs 7 and 8 of Section 134-1278 and paragraphs (c) and (d) of Section 134-1352 thereof, and enacting a new paragraphs and 8 to Section 134-1278 and paragraphs (c) and (d) to Section 134-1352, and by adding and enacting a new paragraph (e) to Section 134-1352, to expand the corridors along which off-premises advertising signs are generally prohibited, and to restrict the right to replace or modify existing non-conforming signs, as follows:

Sec. 134-1278. Regulation of off-premises advertising signs.

Off-premises advertising signs shall be permitted only in those zoning districts where such signs are specifically classified as permitted or conditionally permitted uses by applicable district regulations. In each zoning district where off-premises advertising signs are classified as a permitted or conditionally permitted use, such signs shall be subject to the following additional restrictions:

.....

- (7) Along the designated major commercial corridors listed in this subsection, in lieu of the separation requirements identified in paragraph (6), above, no such sign shall be located within 500 feet of any other such sign. The designated major commercial corridors are:
 - a. Second Avenue (east side) from University Avenue to Washington Avenue.
 - b. Euclid Avenue from East Fourteenth Street to Mac Vicar Freeway.
 - c. Mac Vicar Freeway (west side) from extension of Tiffin Avenue to north city

limits.

- d. Southeast Diagonal from Southeast Fifteenth Street to Southeast Twenty-fourth Street, and from Southeast Thirtieth Street to east city limits.
- e. Southeast Fourteenth Street from Pleasantview Drive to Bloomfield Road.
- f. Army Post Road (south side) from Southwest Ninth Street to Southwest Second Street, and from Southeast Sixth Street to and including the 2100 block of Army Post Road.
- g. Sixty-third Street/ Iowa Highway 28 from Watrous Avenue to Relocated Army Post Road.
- h. Park Avenue from Southwest Forty-sixth Street to Southwest Sixty-third Street.
- ~~i. Merle Hay Road (west side) from Douglas Avenue to Aurora Avenue.~~
- ~~j. Merle Hay Road (east side) from Aurora Avenue to north city limits.~~
- ~~i.k. Martin Luther King Jr. Parkway (east side) from Hickman Road to Euclid Avenue.~~
- ~~j.l. Northeast Fourteenth Street From Douglas Avenue to north city Limits.~~

(8) No such sign shall be located within 500 feet or face any of the designated scenic and gateway corridors listed in this subsection. These scenic and gateway corridors have been so designated because they provide significant views from the public right-of-way to the Des Moines or Raccoon River, downtown, state capitol, or large areas of open space, or serve as major entryways into distinct residential, institutional or commercial districts. The designated scenic and gateway corridors are as follows:

- a. Army Post Road and Relocated Army Post Road from Fleur Drive to Iowa Highway 28.
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- c. Douglas Avenue from Martin Luther King, Jr. Parkway to west city limits.
- d. East 14th Street and Southeast 14th Street from East Park Avenue to East Euclid Avenue.
- e. East Army Post Road from Indianola Avenue to east city limits.
- f. East Euclid Avenue from MacVicar Freeway to Hubbell Avenue.
- g. East University Avenue.
- h. Easton Boulevard from Hubbell Avenue to east city limits.
- i. Euclid Avenue and East Euclid Avenue from Martin Luther King, Jr. Parkway to East 14th Street.
- j. Fleur Drive from Grand Avenue to south city limits.
- k. Grand Avenue from Twelfth Street to the west city limits.
- l. Hartford Avenue from Southeast 14th Street to Southeast 22nd Street.
- m. Hubbell Avenue.
- n. Indianola Avenue.
- o. Iowa Highway 5.
- p. MacVicar Freeway between 7th Street and East 6th Street, and the east

side of the MacVicar Freeway from the extension of Tiffin Avenue to the north city limits.

q. Martin Luther King, Jr. Parkway from north city limits to East 14th Street. For that portion of E. Martin Luther King Jr. Parkway not yet constructed, the Zoning Enforcement Officer shall obtain, review and reasonably utilize the available data from the state department of transportation, the city engineering department and from any other reliable source in determining the location of the future right-of-way.

r. Merle Hay Road from Franklin Avenue to north city limits

s. Southeast 30th Street from East University Avenue to Maury Street.

t. Southwest 1st Street from Raccoon River Bridge to Depot Street.

u. Southwest Connector. For the portions of the Southwest Connector not yet constructed, the Zoning Enforcement Officer shall obtain, review and reasonably utilize the available data from the state department of transportation, the city engineering department and from any other reliable source in determining the location of the future right-of-way.

v. Thomas Beck Road

w. University Avenue

x. U.S. Highway 65/69 from East Army Post Road to south city limits.

~~a. Grand Avenue from Twelfth Street to the west city limits.~~

~~b. Fleur Drive from Grand Avenue to 200 feet south of Army Post Road.~~

~~c. Martin Luther King, Jr. Parkway from MacVicar Freeway to the east bank of the Des Moines River.~~

~~d. MacVicar Freeway from Seventh Street to East Sixth Street.~~

~~e. East Fourteenth Street from Hartford Avenue to Governor Square Drive.~~

~~f. Southwest First Street from Raccoon River Bridge to Depot Street.~~

~~gy. Embankments of the Raccoon River Bridges at SW 3rd Southwest Third Street, SW 7th Southwest Seventh Street, SW 9th Southwest Ninth Street and 63rd Sixty-third Street.~~

~~hz. Embankments of the Des Moines River Bridges at SE 1st Southeast First Street, SE 6th Southeast Sixth Street, 2nd Second Avenue, 6th Sixth Avenue, Euclid Avenue and University Avenue.~~

.....

Sec. 134-1352. Use of land, use of structures and structures in any R district.

.....

(c) Nonconforming structures other than signs. Where a structure other than a sign exists at the effective date of the ordinance adopting or amending this chapter that could not be built under the terms of this chapter because of restriction on area, lot coverage, height, yards, or other characteristics of the structure or its location on the lot, such structure may be continued so long as it remains otherwise lawful,

subject to the following:

- (1) No such structure may be enlarged or altered in a way which increases its nonconformity.
- (2) If such structure is destroyed by any means to an extent of 60 percent or more of its replacement cost at the time of destruction, it shall not be reconstructed except in conformity with this chapter. This subsection does not apply to nonconforming structures within an R-HD residential historic district. Any single-family semidetached or two-family dwelling which was a conforming structure on December 31, 1996 may be structurally altered, and if destroyed may be reconstructed and used as before, provided such reconstruction is commenced within six months of such destruction and diligently pursued to completion.

(d) Nonconforming signs. Where a sign lawfully exists at the effective date of the ordinance adopting or amending this chapter, that could not be built under the terms of this chapter because of size, height, setback, separation, or other characteristics of the sign or its location, such structure may be continued so long as it remains otherwise lawful, subject to the following:

- (1) No such sign may be enlarged or altered in a way which increases its nonconformity.
- (2) Except as allowed by paragraph (e), below, no such sign may be converted to use an electronic display.
- (3) If such sign is destroyed by any means to an extent of 60 percent or more of its replacement cost at the time of destruction exclusive of the foundation and supporting elements below the bottom of the face of the sign, such sign shall not be reconstructed except in conformity with this chapter. If the sign be less than 60 percent destroyed above the bottom of the face of the sign, it may be reconstructed and used as before provided it is done within six months of such happening and is built of like or similar materials.

(e) Conversion of non-conforming off- premises advertising signs. An off-premises advertising sign which lawfully exists at the effective date of the ordinance adopting or amending this chapter, that could not be built under the terms of this chapter because of the district in which such sign is located or the lack of required separation from another sign, district or use, may be converted to use an electronic display only under the following circumstances:

- (1) The owner of an existing lawful conforming or non-conforming off-premises advertising sign may apply to the community development director for a conversion credit for the removal of that sign. The application shall be approved and a conversion credit allowed for the removal of the existing lawful off-premises advertising sign if the

following conditions are satisfied:

- i) The sign and the entire supporting structure above grade are subsequently removed; and,
- ii) The parcel from which the sign was removed cannot again be used for the placement of an off-premises advertising sign by reason of the district or corridor in which it is located; the lack of required separation from another district; or the recording of a restrictive covenant in a form approved by the city legal department that prohibits the use of the parcel for off-premises advertising.

(2) If a conversion credit is allowed, the amount of the conversion credit to be allowed shall be as follows:

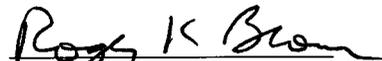
- i) One credit shall be allowed for each sign face on the removed sign structure that was at least 600 square feet in area; and,
- ii) One-half credit shall be allowed for each sign face on the removed sign structure that was at least 300 square feet in area, and less than 600 square feet in area.

(3) An applicant for a permit to convert an existing non-conforming sign structure to a sign structure using an electronic display shall relinquish previously earned conversion credits in the amounts set forth below for each sign face on the converted sign structure converted to an electronic display. The electronic display on each face of the sign shall be no larger than the area of the previously existing sign face.

<u>Size of electronic display face placed on the converted sign structure:</u>	<u>Number of conversion credits to be relinquished for that sign face:</u>
<u>over 600 square feet</u>	<u>1.0 conversion credit</u>
<u>at least 300 square feet and less than 600 square feet</u>	<u>0.5 conversion credits</u>

Sec. 2. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

FORM APPROVED:



Roger K. Brown
Assistant City Attorney