

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: October 5, 2026

RE: **Billboard Modification and Removal Agreement with The Lamar Company, LLC**

Attached for your consideration is a Billboard Modification and Removal Agreement between the City of Lakeland and The Lamar Company, LLC (Lamar). Lamar owns a billboard located at 2425 U.S. Highway 98 North, on the east side of U.S. 98 North, approximately 350 feet north of Tucker Street. Lamar and City staff have been engaged in discussions about the possibility of Lamar reconstructing this billboard in order to convert it from a conventional, non-changeable face billboard to a digital, changeable face billboard. In exchange for the right to convert the subject billboard, Lamar has offered to remove six (6) existing billboards it owns at the following locations:

<u>Location Description</u>	<u>Parcel Identification No.</u>
S/S Memorial Blvd @ Gary Rd	242817-193000-013010
S/S Memorial Blvd 230' E/O Gary Rd	242817-193500-006070
W/S US 98 N 150' N/O Pinehurst St	232801-018000-010251
W/S US 98 N 220' N/O W Bella Vista St	232801-018000-050290
W/S N Lake Parker Ave @ E Memorial Blvd	242807-172000-000102
S/S W Memorial Blvd 300' W/O N Lincoln Ave	232813-060500-002010

Section 70.20, Florida Statutes, provides that “[i]t is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication.” This statute further provides that “[m]unicipalities, counties, and all other governmental entities are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality, county, or other governmental entity involved and to provide for relocation and reconstruction of signs by agreement, ordinance, or resolution.”

Under the attached proposed Agreement, Lamar will remove the six (6) billboards described above in exchange for the right to convert its billboard north of Tucker Street to a digital, changeable face billboard. The reconstructed digital billboard will be of a steel monopole construction and be essentially the same size as the existing billboard at this location. The Agreement contains operational requirements for the new sign which

prohibit flashing or rotating lighting or the varying of light intensity during the static message. No message or image may be displayed for less than eight (8) seconds and message changes must be completed in less than 2 seconds. No special visual effects of any kind are allowed. The illumination of the billboard may not exceed a brightness level of 0.3-foot candles above ambient light, as measured using a foot candle meter at a distance of 200 feet.

It is recommended that the City Commission approve the attached Billboard Modification and Removal Agreement with The Lamar Company, LLC and authorize the appropriate City officials to execute the Agreement.

Attachment

BILLBOARD MODIFICATION AND REMOVAL AGREEMENT

This BILLBOARD MODIFICATION AND REMOVAL AGREEMENT (the "Agreement") is entered into this ___ day of October, 2026 (the "Effective Date"), by and between the CITY OF LAKELAND, a Florida municipal corporation, whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801 (the "City"), and The Lamar Company, LLC, whose address is 5321 Corporate Boulevard, Baton Rouge, Louisiana 70808 ("Lamar").

RECITALS

a. Lamar owns a billboard located at 2425 U.S. Highway 98 North, Lakeland, Florida (Parcel No. 232801-000000-021120), which billboard is specifically identified by Florida Department of Transportation ("FDOT") Tag Nos. CM576 and CM577 (the "Conversion Billboard"). The Conversion Billboard is further described in Exhibit "A," attached hereto and incorporated herein by reference.

b. Lamar wishes to reconstruct the Conversion Billboard in order to convert it from a conventional, non-changeable face billboard to a digital, changeable face billboard. In exchange for the right to convert the Conversion Billboard as described, Lamar has offered to remove certain other billboards as identified in Exhibit "A" (the "Removal Billboards") and waive the right to reconstruct the Removal Billboards at said locations or any other locations within the City of Lakeland.

c. Section 70.20, Florida Statutes, provides that "[i]t is a policy of this state to encourage municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication."

d. Section 70.20, Florida Statutes, further provides that "[m]unicipalities, counties, and all other governmental entities are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the municipality, county, or other governmental entity involved and to provide for relocation and reconstruction of signs by agreement, ordinance, or resolution."

e. The City Commission of the City of Lakeland finds that it is in the public interest and will accomplish a public goal to reduce the total number of billboards within the City of Lakeland and that the conversion of the Conversion Billboard to a digital, changeable face billboard in accordance with the terms and conditions of this Agreement will not adversely affect the public health, safety and welfare.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the City and Lamar agree as follows:

1. The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

2. Lamar agrees to remove the Removal Billboards at its sole cost and expense after all necessary building and electrical permits for the reconstruction of the Conversion Billboard have been issued and prior to the commencement of reconstruction of the Conversion Billboard. In addition, Lamar waives the right to reconstruct the Removal Billboards at their current locations or any other locations within the City of Lakeland, and waives any claim for damages, compensation, losses, costs or expenses

related to or arising out of the removal of the Removal Billboards and the waiver of the right to reconstruct the Removal Billboards.

3. Upon the removal of the Removal Billboards, the City will allow the reconstruction and conversion of the Conversion Billboard to a digital, changeable face billboard. Lamar will be solely responsible for all costs and expenses associated with the removal, reconstruction and conversion of the Conversion Billboard. The Conversion Billboard shall be reconstructed and operated in accordance with the operational requirements set forth in Exhibit "B," attached hereto and incorporated herein by reference. The reconstructed Conversion Billboard shall be of steel monopole construction and have no more than two (2) sign faces in a back-to-back or "V" configuration with no more than a forty-five degree (45°) angle between billboard faces. The total height of the reconstructed Conversion Billboard shall not exceed 35 feet, and the area of each sign face shall not exceed 378 square feet (10'6" in height x 36' in width).

4. Except as provided in this Agreement, the reconstructed Conversion Billboard shall comply in all respects with the provisions of the City's Land Development Code and Building Code. Lamar shall have the right to maintain, repair, and replace if destroyed, the reconstructed Conversion Billboard provided that maintenance, repair and replacement are in conformance with Paragraph 3. above and the operational requirements contained in Exhibit "B."

5. This Agreement is entered into pursuant to the authority granted under Section 70.20, Florida Statutes, and applies only to the specific locations and billboards described in this Agreement. The parties acknowledge and agree that this Agreement shall not operate as a waiver of the City's sign regulations, as contained in the City's Land Development Code or otherwise, with respect to any other locations, billboards or applications.

6. This Agreement and any disputes arising from this Agreement shall be governed by the laws of the State of Florida, irrespective of Florida's choice of law provisions. Venue for any litigation shall lie in the courts of Polk County, Florida or the United States Middle District Court of Florida, Tampa Division. Each party knowingly and voluntarily, and as a material consideration to the other, waives the right to a trial by jury with respect to the interpretation or enforcement of this Agreement or any dispute or other matter whatsoever arising out of or related to this Agreement.

7. All notices required or permitted under this Agreement shall be in writing and given to the parties by hand delivery, nationally-recognized overnight courier service or by certified mail, return receipt requested, directed to the individuals and at the addresses specified below:

City:

Community and Economic Development Department
Attn. Director
City of Lakeland
228 S. Massachusetts Avenue
Lakeland, Florida 33801

Lamar:

The Lamar Company, LLC
5321 Corporate Boulevard
Baton Rouge, Louisiana 70808
Attn.: Daniel Burns, Vice President/GM

With a copy to:

City Attorney
City of Lakeland
228 S. Massachusetts Ave.
Lakeland, Florida 33801

Notice shall be deemed given upon the date of actual delivery in the case of hand delivery, upon the next business day in the case of use of an overnight courier service and, in the case of certified mail, upon the date of delivery or refusal indicated on the return receipt or five (5) calendar days after deposit into the U.S. postal system, whichever is earlier. The individuals and addresses to which notices are to be sent may be changed in accordance with the notice provisions set forth in this paragraph.

8. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect thereto. No amendment to this Agreement shall be effective unless in writing and executed by both parties hereto.

9. This Agreement shall not be subject to any rule requiring construction against the drafter hereof. The fact that one of the parties may have drafted or structured any provision of this Agreement or any document attached hereto as an exhibit shall not be considered in construing the particular provision or exhibit either in favor of or against such party.

10. No waiver of any requirement of this Agreement shall be effective unless in writing and duly executed by the party sought to be bound thereby. No waiver of any provision of this Agreement shall be construed as a waiver of said provision as to any future application or a waiver of any other provision of this Agreement unless specified otherwise in writing and duly executed by the party sought to be bound thereby.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and the parties' successors and assigns.

12. The Effective Date of this Agreement shall be the date upon which the last of the parties executes this Agreement, which date shall be inserted at the top of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly-authorized officers as indicated below.

CITY OF LAKELAND

THE LAMAR COMPANY, LLC

By: _____
Sara Roberts McCarley, Mayor

By: _____
Print Name: _____

Date: _____

Title: _____
Date: _____

ATTEST:

By: _____
Kelly S. Koos, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Palmer C. Davis, City Attorney

EXHIBIT "A"

CONVERSION BILLBOARD

Panel: 3027, 3028

State Tags: CM576, CM577

Location Description: E/S US 98 N 350' N/O Tucker St

Parcel: 232801000000021120

REMOVAL BILLBOARDS

Panel: 28187

State Tag: BC712

Location Description: S/S Memorial Blvd @ Gary Rd

Parcel: 242817193000013010

Panels: 20434, 20433

State Tag: AA121 (both face westbound traffic so only one tag is needed)

Location Description: S/S Memorial Blvd 230' E/O Gary Rd

Parcel: 242817193500006070

Panels: 21080, 21081

State Tag: AX380, CF585

Location Description: W/S US 98 N 150' N/O Pinehurst St

Parcel: 232801018000010251

Panels: 21131, 21132

State Tags: AK110, BB535

Location Description: W/S US 98 N 220' N/O W Bella Vista St

Parcel: 232801018000050290

Panel: 22831

State Tag: CK134

Location Description: W/S N Lake Parker Ave @ E Memorial Blvd

Parcel: 242807172000000102

Panel: 29172

State Tag: BK062

Location Description: S/S W Memorial Blvd 300' W/O N Lincoln Ave

Parcel: 232813060500002010

EXHIBIT “B”

Operational Requirements:

There shall be no display of flashing or rotating lighting or the varying of light intensity during the static message. Off-premises digital billboard signs may be internally or externally illuminated. Off-premises digital billboard signs shall comply with the lighting requirements of the State of Florida, including Ch. 479, Florida Statutes and Rule 14.10, Florida Administrative Code.

No message or image may be displayed for less than eight (8) seconds. This message time is referred to as dwell time.

Message changes shall be completed in less than 2 seconds. The change time shall not be included in the eight seconds of display time referenced above.

The change of message shall appear as a seamless, imperceptible transition from one image to the next. No special visual effects of any kind shall be allowed.

The illumination of an off-premises digital billboard sign shall not exceed a brightness level of 0.3 foot candles above ambient light, as measured using a foot candle meter at the following pre-set distances from the base of the sign structure:

300—375 square feet sign face150 feet

376—475 square feet sign face200 feet

476—672 square feet sign face250 feet

The measurement of the brightness level shall be taken with the meter aimed directly at the billboard sign face from the applicable pre-set distance.

Off-premises digital billboard signs shall have a default mechanism built in to either turn the display off or show "full black" on the display in the event of a malfunction.

Off-premises digital billboard signs must be equipped with controls that automatically adjust the display's intensity according to natural ambient light conditions.