



**Office of Commissioner Charlie Justice**  
Pinellas County Board of County Commissioners  
315 Court Street  
Clearwater, Florida 33756-5165

Telephone: 727-464-3363  
Fax: 727-464-3022

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## MEMORANDUM


**TO:** Pinellas County Commissioners

**FROM:** Charlie Justice, Commissioner  
Pinellas County Board of County Commissioners

**CC:** Mark Woodard, Bill Berger, Della Klug, Commission Aides

**DATE:** June 5, 2018

**SUBJECT:** MSTU Fund Proposal



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I propose that we support the funds request from the Tierra Verde Community Association for the installation of an LED sign at the Tierra Verde Community Association Complex located at 1420 Pinellas Bayway South, Tierra Verde, Florida 33715.

LED Sign Installation

Up to \$20,000

A copy of the request and back-up material is attached for your review. I will bring this request forward for consideration during County Commission New Business Items at our June 19<sup>th</sup> meeting.



TIERRA VERDE COMMUNITY ASSOCIATION, INC.  
1275 Pinellas Bayway • Tierra Verde, Florida 33715  
(727) 867-9362 • Fax (727) 867-2169 • Email [tassn@tampabay.rr.com](mailto:tassn@tampabay.rr.com)

June 1, 2018

Honorable Charlie Justice  
Board of County Commissioners  
District 3 - Countywide  
315 Court Street  
Clearwater, FL 33756

Dear Commissioner Justice:

The Tierra Verde Community Association respectfully requests for the Board of County Commissioners to vote to approve funding utilizing the grant money provided for Community Projects. These funds will be used for an electronic LED sign to be installed at the Tierra Verde Community Association Complex located at 1420 Pinellas Bayway S, Tierra Verde, FL 33715.

The sign has been requested by some of the residents of Tierra Verde to post community events sponsored by the Tierra Verde Business Partnership. In addition, the TVCA would use this sign to post TVCA's Regular Meetings of the Board of Directors as well as Southwest Little League games, and other beneficial notices.

Thank you for taking these requested funds for the LED sign into consideration as the TVCA Board of Directors think this sign would be a great asset to the residents of Tierra Verde.

Sincerely,

Dick Barcia, Vice President  
Tierra Verde Community Association, Inc.

Joseph Cruz, Director  
Tierra Verde Community Association, Inc.

ELITE LED & SIGNS INC.

727-507-0600  
12345 62nd St. N. Suite B  
Largo, FL 33773

# Estimate

Date	Estimate #
5/21/2018	10998

Name / Address
Tierra Verde Community Association, Inc. 1275 Pinellas Bay Way Soth Tierra Verde Fl. 33715

Project

Description	Qty	Rate	Total
Manufacture one single sided LED sign P10 full color 4' x 8' Price includes permit, engineering and install. Wireless point to point and training included		13,265.00	13,265.00
Sales tax		928.55	928.55
Please sign for approval		<b>Total</b>	\$14,193.55



**stewart signs**  
America's Premier Sign Company

Tierra Verde Community Association  
449 3rd ave no  
Tierra Verde, FL 33715

Consultant:  
Jane Hyde, x174  
jhyde@stewartsigns.com  
Direct Fax: (888) 328-4524

Customer ID: 3016520  
Quote #: 917615 / 1  
Quoted: 5/21/2018

Attn: Kelli Mathers  
727-867-9362

DESCRIPTION	
4'x 8' Single Sided TekStar with 32x112 Full Color LED Display. Thermoformed Makrolon SL Face, Decorated on Inside Surface with 3M Vinyl Graphics. 12" Deep Extruded Aluminum Hinged Cabinet.	
Face / Cabinet Details	
Internal TekStar Cabinet with Complete LED Display Assembly, 20mm 32x112 Color	Header Area Decorated with Internal Photo-Real Graphics
Electrical Information	
Horizontal LED Illumination Package for a 2' x 8' Cabinet R2-S4-2 Dusk To Dawn Light Sensor #3000 Flush Mount Photocell LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer. Maximum distance of 1,500 feet* between antennas.	One 20 Amp Circuit, 120 Volts; Max Draw: 7.64 Amps R3-S1-3 On/Off Toggle Disconnect Switch  SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit <a href="http://www.signcommand.com">www.signcommand.com</a> for more information**.
Structural Details	
Mount Style: Dual Leg Mount Customized Mount Size: Leg Width: 2 Ft 8 In Minimum Wind Load Rating: 120mph, Exposure B	Cowling (Creates Pedestal Appearance) Leg Height: 4 Ft 0 In Overall Sign Height: 8 Ft 0 In
Miscellaneous Items	
Shipping included  On-site LED Sign Quality Check	One Set of Three (3) Florida Engineer Drawings & Calcs, Sealed
*** Review Custom Artwork for Text, Graphic and Layout Details ***	
Draft: White	Header Copy: White

Investment:	\$14,005.00
Special Price:	\$12,505.00
Unless otherwise noted in Special Instructions, these prices are valid for 60 days.	
Freight, storage, other freight services and applicable sales tax will be added to your invoice.	
Organizations exempt from sales tax must include exempt certificate with order.	
Shipping Terms: F.O.B. Origin	
Payment Terms: Net 30 Days	

\*\* By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

Stewart Signs • 2201 Cantu Court • Suite 215 • Sarasota, FL 34232-6255  
Phone: (800) 237-3928 Fax: (800) 485-4280 Web: [www.stewartsigns.com](http://www.stewartsigns.com) Tax ID: 20-5076284

Your Consultant: Jane Hyde  
(800) 237-3928, x174

Customer ID: 3016520

Quote Number: 917615 / 1

Date Quoted: 5/21/2018

Customer's Authorized Signature

Print Name \_\_\_\_\_ Date \_\_\_\_\_

5/21/2018  
Jane Hyde, Regional Manager - Municipal & Civic Divisions  
(800) 237-3928, x174

Your Consultant: Jane Hyde  
(800) 237-3928, x174

Customer ID: 3016520

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Date Quoted: 5/21/2018

**SHIPPING INFORMATION**

**SIGN (via Common Carrier)**

Tierra Verde Community Association  
449 3rd ave no  
Tierra Verde, FL 33715

**\*\*\* All applicable items will be sent to the CUSTOMER address \*\*\*  
\*\*\* unless noted otherwise below \*\*\***

**INVOICE (via USPS)**

**ORDERING PROCEDURES**

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to EBSCO Sign Group LLC, dba Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

*\* Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

*\* Any cancellation may be subject to a cancellation charge.*

*\* A late fee of 1.5% per month will be charged on any overdue balances.*

*\* In the event of a payment default, customer will be responsible for all of Stewart Signs costs of collection, including but not limited to court costs, filing fees and attorney fees.*

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Phone: (800) 237-3928 Fax: (800) 485-4280 Web: www.stewartsigns.com Tax ID: 20-5076284

**Stewart Signs**  
**America's Premier Sign Company**  
Limited Product Warranty ("Limited Warranty")

**Definition of Warranty Coverage:**

- 1) EBSCO Sign Group, LLC, dba Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:  
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:  
The Company reserves the right to restrict service, limit replacement parts or invalidate this Limited Warranty to Customers whose account balance is past due. This Limited Warranty specifically excludes any on-site labor required to service the covered Product including diagnosis, removal and installation of parts or products. Any on-site service required by the Customer of Company technicians or a local authorized service provider is billable to the Customer based on an agreed upon written quote. This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for a period of three (3) years.  
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
  - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

Your Consultant: Jane Hyde  
(800) 237-3928, x174

Customer ID: 3016520

Quote Number: 917615 / 1

Date Quoted: 5/21/2018

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)

Stewart Signs • 2201 Cantu Court • Suite 215 • Sarasota, FL 34232-6255  
Phone: (800) 237-3928 Fax: (800) 485-4280 Web: [www.stewartsigns.com](http://www.stewartsigns.com) Tax ID: 20-5076284



# MEGA

LED TECHNOLOGY

6500 Flotilla St.  
 Commerce, CA, 90040

## QUOTE

2707169000011158352

**Project Name** Alpha 48 Promo with install  
**Sales Person** Victor Fernandez  
**Amount** \$ 19,374.00  
**Valid Till** 08/21/2018

**Ship To**  
**Kelli Matthers**

Product Details	Quantity
<p><b>Alpha 4x8 (Alpha 48)</b></p> <ul style="list-style-type: none"> <li>- All Aluminum Construction Cabinet</li> <li>- 4' x 8' Cabinet</li> <li>- 18" x 78" Dual Steel Square tube Pedestal with Aluminum Skinning</li> <li>- Double Sided Cabinet</li> <li>- Full Color Second Surface Graphics (Customer scope)</li> <li>- Poly-Carbonate Faces .1875" Thick</li> <li>- Powder Coat Finish: Customer Scope</li> </ul> <p>LED Display            Double sided            10mm resolution            Full Color            25.2" x 88.2" LED display            Pixels: 64 x 224</p> <p>3 Year Parts Warranty            Engineer Drawings Included for concrete footer</p>	1
<p><b>Cell Modem - 4G Verizon Cell Modem</b></p> <p>Verizon 4G Cell Modem provided - data plan not included</p>	1

Product Details	Quantity
<p><b>Shipping - Freight</b></p> <p>Freight Charge - Only covers basic delivery with no extra services. Carrier will call to schedule time frame for delivery. Extra fees will be billed if any of these services are requested, or conditions exist before or during delivery: Residential, Limited Access, Inside Delivery (carrying product into building), Lift Gate, or Re-Delivery (2nd attempt)</p>	1
<p><b>Install - LED (25 - 32 Sq Ft)</b></p> <p>Professional installation of up to 32 total square feet of LED display. Professional Installation and Configuration of LED Display(s) listed in this agreement. *Electrical run up to base of the sign is the responsibility of the sign owner, please see MEGA LED Electrical Requirements and Installation document. In certain and rare circumstances, installation quotes may vary based on site specific conditions determined at time of physical site inspection. Please see Terms &amp; Conditions Document listed in this proposal.</p> <p>Services Include:</p> <ul style="list-style-type: none"> <li>- Physical Site Inspection</li> <li>- Unpacking of LED displays</li> <li>- Bracket fabrication for mounting</li> <li>- Leveling and fastening to structure(s)</li> <li>- Proper grounding</li> <li>- Final connection to client provided electrical within 5 ft. of structure</li> <li>- Junction box with Seal-Tite conduit to displays</li> <li>- Final inspection for proper operation</li> </ul>	1
<p><b>Permit - Will Pull On-Premise(Up to 100 Sq Ft)</b></p> <p>Permit - MEGA LED Signs will Pull Local Sign Permits for a sign structure up to 100 Sq Ft. for on premise use. Services Include: - Physical Site Survey - Document Gathering - Site Map Drawing - Engineering Drawings - Permit Form Completion - Actual Cost of Permit from governing agency with jurisdiction to be billed to client once fees in addition are accessed Agreement is contingent upon MEGA LED acquiring a sign permit from governing agency with jurisdiction over sign location. In the event the permit is denied, the client is under no obligation to fulfill this agreement. The permit &amp; engineering acquisition fee is non-refundable.</p>	1

<b>Sub Total</b>	<b>\$ 19,374.00</b>
<b>Sales Tax</b>	<b>\$ 0.00</b>
<b>Discount</b>	<b>- \$ 0.00</b>

<b>Grand Total</b>	<b>\$ 19,374.00</b>
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**Terms & Conditions**

This Agreement is expressly limited to the acceptance by the Buyer of the exact listed terms and Buyer acknowledges that discussions and negotiations have occurred leading up to this agreement. Furthermore, neither party hereafter will rely on any oral representations made outside of the stated terms of this Agreement, which includes the "Standard Terms and Conditions" and "Warranty" links included in this document above. Applicable sales tax in the State of California, will be accessed at the time of billing and may not be represented on this quotation. If you are a tax exempt entity, please provide proof so you are not charged tax in error.

To complete the order sign here, initial previous pages, and return all signed and initial pages.

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## TVCA Administrator

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**From:** Kheireddine, Leila <lkheireddine@co.pinellas.fl.us>  
**Sent:** Thursday, May 17, 2018 7:27 AM  
**To:** TVCA Administrator  
**Cc:** 'Jerry Frulio'; 'Dick Barcia'; Crosson, Gene E  
**Subject:** RE: TVCA Complex Electronic Sign Request

Please see email below that addresses this previous inquiry. Height restriction is 12' (see highlighted section 3 below) Additionally be advised only 1 free standing sign is allowed per parcel. If the parcel you are placing the sign on has more than 500 LF of road frontage than you may add a 2<sup>nd</sup> free standing sign however the sign must be placed 300 feet away from the existing sign. If that is not possible than this sign would have to replace the existing signage. The sign contractor would be your best resource regarding what we require for permitting these signs as they will be required to submit the application and obtain the permit. Permits can only be issued to a licensed contractor.

I look forward to any questions or comments. Wishing you a great day.

### PREVIOUS EMAIL:

The site would be considered a Public-Semi Public Use and therefore would be restricted to a total maximum size of 48 SF for total overall square footage including the Electronic Sign portion. The ordinance has restrictions regarding dwell time, illumination, strobe lighting, shielding and screening from residential neighborhoods, etc.

Below is the ordinance regulations regarding electronic/digital signage. I look forward to any questions or comments. Have a great day:

- (f) Permitted signs and standards by land use classifications.
  - (1) Purpose and procedure. It is the intent of this section to regulate signs consistent with the zoning classification or general type of land usage which establishes the character of the area in which the signs are located.

Electronic changeable message sign (also referred to as digital sign) means an on-premises or off-premises sign or portion thereof that displays electronic static images, static graphics, static pictures, or non-pictorial text information in which each alphanumeric character, graphic, or symbol is defined by a small number of matrix elements using different combinations of light emitting diodes, fiber optics, light bulbs, liquid crystal or any other emerging illumination technology within the display area. Electronic changeable messages include computer programmable, microprocessor-controlled electronic displays. Electronic changeable messages include images or messages with these characteristics projected onto buildings or other objects. Electronic changeable message sign shall not include any sign that does not maintain a static image for a minimum dwell time of 60 seconds or such other minimum dwell time that is expressly permitted under this Code.

- (8) Illumination.
  - a. The light from any illuminated sign shall be shaded, shielded, or directed from adjoining residential and nonresidential parcels.
  - b. No sign shall have blinking, flashing, or fluttering lights or other illumination devices which have a changing light intensity, brightness, color, or direction.

- c. No colored lights shall be used at any location or in any manner so as to be confused with, construed as, or interfere with traffic control devices. Similarly, no electronic changeable message sign shall be permitted if it may be confused with, construed as, or interfere with traffic control devices.
  - d. Neither the direct nor the reflected light from primary light sources shall create a traffic hazard to operators of motor vehicles on public thoroughfares.
- (9) Electronic changeable message signs. Electronic changeable message signs shall meet the following criteria:
- a. Luminance: Luminance shall be measured in nits. A nit is a metric unit of luminance and is defined as candela per square meter ( $\text{cd}/\text{m}^2$ ); a nit is a unit based on the candela, the modern metric unit of luminous intensity, and the square meter, the modern metric unit of area. Luminance shall not exceed the maximum brightness as set forth below:
    - 1. Luminance at night: Beginning at sunset and continuing until sunrise, the brightness of an electronic changeable message shall not exceed 350 nits.
    - 2. Luminance during daylight hours, beginning at sunrise and continuing until sunset: During daylight hours, the brightness of an electronic changeable message shall not exceed 5,000 nits.
  - b. Illuminance: The illuminance of any electronic changeable message sign display shall not be greater than 0.3 footcandles above ambient light levels at any given time of day or night, as measured using a footcandle meter at a preset distance described in this subsection. To determine compliance with the 0.3 footcandle maximum illuminance, the footcandle measurements for a display shall be taken with the sign switched off and then taken again with the sign displaying all white (maximum sign brightness), and the brightness shall be measured at the pre-set distance perpendicular from the face of a sign. For electronic changeable message signs, the pre-set distance to measure the footcandle impacts vary with the expected viewing distances and the face size of each sign noted below.

The illuminance of any electronic changeable message sign which is less than 288 square feet in area shall be based upon a 100 square-foot display at a distance of 100 feet perpendicular to the display using a footcandle meter. To determine compliance with the 0.3 footcandles maximum illuminance, the footcandle measurements for a display shall be taken with the sign switched off and then taken again with the sign displaying all white (maximum sign brightness), and the brightness shall be measured 100 feet perpendicular from the face of a sign. If the sign face is other than 100 square feet, the measured reading shall be prorated to what an otherwise identical sign of 100 square feet would produce. The prorated, measured footcandle value is then used to compare to the limit of 0.3 footcandles (fc).

Example: For evaluation of a 200 square-foot sign, if the measured illuminance at a distance of 100 feet is 0.5 fc above ambient (i.e., with the sign on and showing an all white display, the reading at 100 feet is 0.5 fc greater than with the sign switched off), then the prorated footcandle value is 0.25 fc and the footcandle value is below the maximum of 0.3 fc.

To determine compliance with the 0.3 footcandle maximum illuminance for any electronic changeable message sign which is equal to or greater than 288 square feet in area, the footcandle measurements for a display shall be taken with the sign switched off and then taken again with the sign displaying all white (maximum sign brightness), and the brightness shall be measured using a footcandle meter at the preset distance described as follows: 150 feet perpendicular from the face of a sign that is equal to 288 square feet in area; 200 feet perpendicular from the face of a sign that is greater than 288 square feet in area but less than or equal to 378 square feet in area; and 250 feet perpendicular from the face of a sign that is greater than 378 square feet in area.

Note: The metric equivalent of footcandles is lux, and a luxmeter (as contrasted with a footcandle meter) is used when illuminance is measured in meters.

- c. All electronic changeable message signs shall be equipped with appropriate sensors, timers, or other equipment sufficient to maintain compliance with the brightness standards set forth herein, and the same must be set and operated in a manner to ensure that the brightness standards are not exceeded.
- d. Transition time: The maximum transition time between messages or images on an electronic changeable message sign shall be no more than one-half second. During transition, there shall not be any change of color, flash, fade, rotation, twinkle, twirl, alternate luminance, scroll, show of action or motion, or illusion of action or motion.

- e. Sign monitoring and malfunction: Electronic changeable message signs shall be operated with systems and monitoring in place to either turn the display off or show full black as soon as possible in the event of a malfunction.
- (10) Dwell time. The minimum amount of time that a message or display on a changeable message sign, an electronic changeable message sign or multi-vision sign remains fixed is one minute, except as otherwise permitted pursuant to subsection 138-1334(g)(11).
  - (11) Message sequencing. Message sequencing on an electronic changeable message sign or multi-vision sign is prohibited.
  - (12) In connection with the county's issuance of a notice of violation or other process pursuant to which the county seeks to enforce the provisions of section 138-1334 related to an alleged violation of the luminance, illuminance, message sequencing, or minimum message dwell time standards established in section 138-1334, 48 hours shall be deemed a reasonable time period for the owner or operator to cure a first-time alleged violation. Any time period in which the electronic changeable message display is turned off while the owner or operator attempts to address or cure the alleged violation shall toll the running of the 48-hour period. Pursuant to subsection 2-625(b), the fine for a violation of any provision of section 138-1334 pertaining to an off-premises electronic changeable message sign shall be not less than \$1,000.00 per day for the first violation, \$2,500.00 per day for the second violation, and \$5,000.00 per day for the third and subsequent violations.
- (3) Public/semipublic zoning district and signs utilized for public/semipublic uses. The following types of signs are permitted in the public/semipublic zoning district or on sites containing an authorized public/semipublic land use:
    - a. Freestanding signs shall be permitted only as follows:
      1. Number. A maximum of one sign per zone lot is permitted. One additional sign may be permitted for each additional street frontage. For parcels with over 500 feet of street frontage on one right-of-way, one additional freestanding sign may be permitted; such additional sign shall be spaced at least 300 feet from the other. One additional sign which is used as a bulletin board for church or school use is permitted.
      2. Area. The total maximum area for any freestanding sign or signs shall be that area calculated according to subsections (e)(1) and (e)(2) of this section, or 48 square feet per sign face, whichever is less. An additional 48 square feet may be provided for a bulletin board.
      3. Height. The maximum height for a freestanding sign shall be 12 feet.
      4. Setbacks. Setbacks shall be three feet from any public right-of-way. Side and rear yards shall be as required by the zoning district where the sign is located. Additional setbacks may be required when determined appropriate per subsection (e)(4) of this section.

## **Leila Kheireddine**

**Development Review Services Supervisor**

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Office Hours – 8:00 a.m. – 4:30 p.m. (Last Ticket Issued at 4:00)

Closed Early 1<sup>st</sup> Wednesday of Month – 8:00 a.m.-2:00 p.m. (Last Ticket Issued at 1:30)

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