



Standard Agenda Item Cover Sheet

Agenda Item No. _____

Meeting Date: July 22, 2025

☒ Consent Section

☐ Regular Section

☐ Public Hearing

Requires Chair Signature? ☒ Yes ☐ No

Includes a Technology Component? ☐ Yes ☒ No

Subject: Off-Premises Sign Relocation and Reconstruction Agreement between Hillsborough County and SG Outdoor, Inc.

Department Name: Development Services

Contact Person: Adam Gormly

Contact Phone: 813-276-8422

Sign-Off Approvals:

Assistant County Administrator

Date

Department Director

Date

Management and Budget - Approved as to Financial Impact Accuracy

Date

County Attorney - Approved as to Legal Sufficiency

Date

Staff's Recommended Board Motion:

Approve the Off-Premises Sign Relocation and Reconstruction Agreement ("Agreement") between Hillsborough County and SG Outdoor, Inc. ("SG Outdoor"), which will allow SG Outdoor to demolish five billboard structures with five sign faces and replace them with two billboard structures with three sign faces.

Approval of this item will not increase or decrease any departmental budgets, and there are no operating costs associated with this item.

Financial Impact Statement:

Approval of this item will not increase or decrease any departmental budgets, and there are no operating costs associated with this item.

Background:

SG Outdoor owns five billboards with a total, combined sign face area of 1,118 square feet that were lawfully permitted by the Florida Department of Transportation between 1968 and 1979. SG Outdoor seeks to demolish these old billboards and construct two new billboards with three sign faces at a total, combined sign face area of 1,116 square feet.

Hillsborough County banned billboards (off-premises signs) in May 1985, which resulted in extensive litigation with two major companies that owned most of the billboards in the unincorporated County. That litigation was ultimately resolved through settlement agreements that allowed the billboard companies to maintain their signage that was lawfully permitted prior to the County's prohibition of billboards in May 1985. The companies could construct new billboards only if they first removed billboards of at least equal size from their existing stock. Over the succeeding years, three other smaller owners of billboards requested and were granted billboard relocation agreements, most recently in 2009.

Florida law (F.S. 70.20) prohibits local governments from removing, or causing to be removed, any lawfully erected sign located along any road without first paying just compensation for such removal. However, state law also empowers local governments to enter into relocation and reconstruction

agreements with private sign owners on whatever terms are agreeable to the sign owner and the local government. SG Outdoor has requested the Board's approval of the attached Agreement, which would allow the demolition of five billboards with five sign faces in unincorporated Hillsborough County and allow them to be replaced with two billboards with three sign faces. The new billboards would also be required to be constructed to current Florida Building Code standards.

List Attachments: Off-Premises Sign Relocation and Reconstruction Agreement with SG Outdoor, Inc.

OFF-PREMISES SIGN RELOCATION AND RECONSTRUCTION AGREEMENT

This Off-Premises Sign Relocation and Reconstruction Agreement is made as of this 22nd day of July, 2025, by and between Hillsborough County, a political subdivision of the State of Florida (hereinafter, the "County") and SG Outdoor, Inc, a Florida Corporation. (hereafter, "SG").

RECITALS

Pursuant to Section 70.20, Florida Statutes, SG and the County hereby enter into this Off-Premises Sign Relocation and Reconstruction Agreement (hereinafter, "the Agreement.")

WHEREAS, on or about May 25, 1985, the County adopted Ordinance 85-19 ("Ordinance 85-19"), the "Hillsborough County Sign Ordinance" effective July 1, 1985; and

WHEREAS, Ordinance 85-19 repealed Ordinance 81-18, as amended, and provided in part:

It is the purpose of this chapter to prohibit the future erection, placement or location of off-site, portable, billboard and certain other types of signs determined to be detrimental to the aesthetic sense and public health, safety and general welfare of the citizens of Hillsborough County. Additionally, the intent of this chapter is to provide a reasonable amortization time period for existing signs to achieve compliance or removal in accordance with the provisions of this chapter. Further, it is the intent and purpose of this chapter and the board of county commissioners to ultimately achieve a community environment that is totally free from all billboard signs, off-site signs, portable signs and certain other types of signs, through the application of reasonable regulations, amortization schedules and other programs. (Ord. No. 85-19, § 1, 5-24-85); and

WHEREAS, Section 70.20, Florida Statutes, provides that any off-site outdoor advertising structure that was lawfully erected may not be required to be altered or removed without the local government following the procedure set forth in the aforesaid law; and

WHEREAS, Section 70.20, Florida Statutes, further states as follows:

It 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; and

WHEREAS, pursuant to Section 70.20(1), Florida Statutes, counties are specifically empowered to enter into relocation and reconstruction agreements on whatever terms are agreeable to the sign owner and the county and to provide for relocation and reconstruction of signs by agreement, ordinance, or resolution; and

WHEREAS, SG is engaged in operating five (5) off-premises signs, as set forth in Exhibit "A" (the "Signs"), with a combined sign face area of 1,118 square feet; and

WHEREAS, SG has demonstrated that its Signs were lawfully erected and permitted by the Florida Department of Transportation ("FDOT") between January 1, 1968 and November 8, 1979, and the County has verified with FDOT that the tag number associated with each of the respective Signs constitutes a permit from the state, and that the Signs were therefore legally permitted by the State of Florida; and

WHEREAS, the County has determined that this Agreement is not adverse to the public health, safety and welfare of the County; and

WHEREAS, the County has determined that the replacement of the Signs with those that meet current Florida Building Code standards, including wind load resistance, is beneficial to the public health, safety and welfare of County residents; and

WHEREAS, the parties acknowledge that they have complied with the requirements contained in Section 70.20, Florida Statutes;

NOW, THEREFORE, in consideration of the recitals set forth above, and the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, SG and the County hereby agree as follows:

AGREEMENT

1. The recitals set forth above are true and correct and hereby incorporated into the body of this Agreement as if fully set forth herein.

2. The County and SG agree that SG will obtain any required permits and remove all five (5) of its existing Signs, as described in Exhibit "A". Subsequent to such removal, SG may erect two (2) relocated billboard sign structures with three (3) sign faces. The sign face area of each relocated billboard sign structure shall not exceed 10'6" x 36' total sign area per face for two sign faces, and 10' x 36' for the third sign face—for a combined sign face area of 1,116 square feet—and shall not exceed 50 feet in height above the crown of the main-traveled way. As contained in this Agreement, the total number of sign faces, structures and sign face area, as set forth in Exhibit "B" (the "Relocated Signs") shall constitute the maximum number of sign faces, number of structures and total square footage per sign face of the Relocated Signs that SG shall be allowed to maintain within the unincorporated area of the County.

Notwithstanding the above, SG may acquire billboard sign structures and the associated sign faces provided the billboard sign structure was a legally permitted billboard sign structure in unincorporated Hillsborough County prior to May 25, 1985. If SG acquires billboard sign structures and the associated sign faces from other entities and demonstrates to the County that such billboard sign structure and associated sign faces were legally permitted prior to May 25, 1985, then the maximum number of sign structures, faces and area that SG controls shall be increased by such acquired sign structures faces and area. SG shall provide the County Administrator or their designee an amended Exhibit "A" and an amended Exhibit "B" within ninety (90) days of the date of acquisition or relocation of any billboard sign structures providing an amended maximum number of sign structures, faces and area to reflect any signs acquired in accordance with this Agreement and the location of the acquired or relocated billboard sign structures.

3. SG agrees to remove, within ninety (90) days of the effective date of this Agreement, the 5 Existing Signs and associated sign faces and sign structures identified in Exhibit "A".

4. The County and SG agree that the Relocated Signs described in Exhibit "B", may be maintained, repaired, reconstructed, reconfigured, or relocated pursuant to the terms of this Agreement so long as the number of sign faces, number of structures and square footage and height of the Relocated Signs shall never exceed the maximum total of the amounts allowed and described in Exhibit "B".

5. Relocated Signs and sign structures may be relocated only to Commercial, Industrial and Agricultural (except AS-04, AS-1, ASC-1) zoning districts, and in those locations of Planned Development Districts where Commercial, Industrial or Agricultural uses (except AS-04, AS-1, ASC-1) are approved. Relocated Signs and sign structures cannot be placed on any land subject to sign regulations pursuant to Article III of the Land Development Code, Special Districts.

6. A Relocated Sign structure shall comply with the area, linear separation and right-of-way setback requirements of Chapter 479, Florida Statutes and Fla. Admin. Code Chapter 14-10. A sign structure relocated to a state Secondary Road or a County Road shall meet the requirements of Chapter 479 for Federal-Aid Primary Highways and Fla. Admin Code Chapter 14-10. Such sign structures shall not exceed fifty (50) feet in height above the crown of the main-traveled way. If requested by FDOT, the County Administrator or their designee shall execute any form required to authorize such relocations.

7. The characteristics of the Relocated Signs described herein shall not be the subject of applications for waivers, variances, exceptions or any other form of official governmental relief.

8. SG acknowledges and agrees that this Agreement does not in any way alleviate SG's responsibility to comply with the Florida Building Code and all other regulations in erecting,

repairing, reconstructing, and/or reconfiguring the Relocated Signs. SG indemnifies and holds harmless the County for any injury, either to person or property, which results from the Relocated Signs.

9. An agreement to Provide for Public Service Announcements. SG agrees to coordinate in good faith with local and state authorities to display, based on a space available basis, without charge and on an as-needed basis, when appropriate, regional emergency information important to the traveling public, including, but not limited to, Amber Alerts, Florida Blue Alerts, emergency management information, and alerts related to evacuation, tropical storms, and hurricanes. SG also agrees to display advertising copy on a space-available basis on the Relocated Signs on behalf of the County of County-related public service announcements, welcome messages, and notices of community events ("County Messages"). Except as otherwise provided herein, the County will not be responsible for any charge or fee associated with advertising on the Relocated Signs other than any costs associated with providing SG with artwork in an acceptable format.

11. This Agreement does not limit the ability of the County, in its official capacity, to effect parcel or area rezonings of property. Such rezonings shall not affect SG's rights to maintain, repair, reconstruct, or reconfigure the Relocated Signs pursuant to the terms and this Agreement, but only affect relocations made subsequent to such rezonings.

12. The County acknowledges and agrees that SG is relying upon this Agreement and will proceed to maintain, repair, reconstruct, reconfigure, or relocate the Relocated Signs in accordance with the terms contained herein, which activities may require the expenditures of substantial monies.

13. If any section, phrase, sentence or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

14. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. The term "Effective Date of this Agreement" shall mean the last date upon which both parties have executed this Agreement and delivered the original counterpart to the other party.

This Agreement is executed as of the date and year first set forth herein.

ATTEST:

**VICTOR D. CRIST
CLERK OF THE CIRCUIT COURT**

**HILLSBOROUGH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA**

Deputy Clerk

Chair, Board of County Commissioners

Date: _____

Date: _____

Approved as to form and legal sufficiency:

Cameron S. Clark
Assistant County Attorney

SG OUTDOOR, INC.



Brian Shuford

Witness

Gary J. Barbosa, President

Date: 7.15.25

Date: 7/15/2025

Exhibit A

Sign Size	Permit	5 Existing Signs - Hillsborough County	Sign Type	Sq. Ft.	Folio Numbers	Street Address	Latitude	Longitude
8 x 20	AU-195	US Hwy 60	Wood 1 Face	162	92958-0000	5723 Horton Road, Plant City, Florida	27.932188	-82.081238
10 x 20	AA-419	US Hwy 92	Wood 1 Face	152		4945 Hwy 92 North, Plant City, Florida	28° 1'14.24"N	82°10'56.42"W
10 x 23	AU-193-35	US Highway 301, 6 mi north of I-4	Wood 1 Face	284	60308-0000	11750 US Hwy 301, Thonotsassa, Fla 33592	28.05768278	-82.31289583
8 x 20	BS-932-35	US Hgiway 41, 3 mi. south Sun City	Wood 1 Face	200	32878-5000	US. Hwy 41, 3 miles north of Sun City	27.64911583	-82.5175675
12 x 40	CE 430	I-75 6 miles south of SR 54	Wood 1 Face	320	033615-0000	Interstate 275 - 4 miles north of Bearss Ave	28° 8'2.16"N	82°24'52.27"W
Total Existing Square Footage			5 Sign Faces	1118				

Exhibit B

3 Relcoated Signs - Hillsborough County						
Road	Size	Location	Type	Sq. Ft	Parcel	Description
I-75	10' x 36"	Interstate 75, North of SR 60 Right Hand Reader Northbound	Monopole Steel	360	068053-0100	I-75 E/L 811' south of Woodberry Road
Veterns S	10'6 x 36"	Veteran Expressway, 4 miles north of Hillsborough Ave Right Hand Reader Visible to Northbound	Monopole Steel	378	086134-0000	Veterans Expressway & W Linebaugh Ave
Veteran N	10'6 x 36"	Veteran Expressway, 4 miles north of Hillsborough Ave Left Hand Reader Visible to Southbound	Monopole Steel	378	086134-0000	Veterans Expressway & W Linebaugh Ave
Relocated Signs to Replace Existing Inventory			3 Sign Faces	1116		

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