



March 26, 2013

Honorable Chair Ed Reyes
Honorable Councilmember Jose Huizar
Honorable Councilmember Mitchell Englander
Planning and Land Use Management Committee
Los Angeles City Hall
200 N. Spring Street
Los Angeles, CA 90012

Date: 3-26-13
Submitted in PLUM Committee
Council File No: 08-2020/11-1705
Item No.: 1
Deputy: Communication from Public

Re: March 26 Agenda Item No. 1: Presentation by Department of City Planning and KH Consulting Group Regarding the Billboard and Visual Landscape Visioning Group

Honorable Councilmembers:

On behalf of the Los Angeles Outdoor Advertising Coalition, thank you for convening the Billboard and Visual Landscape Visioning Group. As members of the Los Angeles business community that seek to enhance the outdoor advertising marketplace in the City, we appreciated the opportunity to participate in the Visioning Group.

Attached are following materials for your review and consideration:

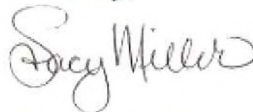
- Tab A: Photographs showing the City's major boulevards in the 1930s and 1940s lined with off-site signs.
- Tab B: Photographs of the City's urban environment.
- Tab C: Images of local businesses and entertainment advertisers advertising on digital sign faces.
- Tab D: Summary of economic benefits of digital signs.
- Tab E: Public safety messages have been used to relay real-time information regarding important traffic events, missing children through Amber Alerts, and dangerous fugitives, such as in the recent Christopher Dorner manhunt
- Tab F: Letter from Sheriff Baca endorsing digital signs as a unique resource to law enforcement agencies and public safety organizations" and a "truly

invaluable” community resource.

- Tab G: Letter from the FBI supporting digital billboards and stating that the FBI “has captured 50 individuals as a direct result of billboard publicity,” and because of billboards “many fugitives were stopped from further victimizing the public.”
- Tab H: LAOAC letter addressing the myths surrounding digital signs’ traffic safety impacts.
- Tab I: LAOAC letter detailing a “Building Permit Replacement Plan” for older billboards in the City where permits cannot be located that advances multiple regulatory and community goals, respects property rights, and modernizes and enhances the City’s sign enforcement efforts.

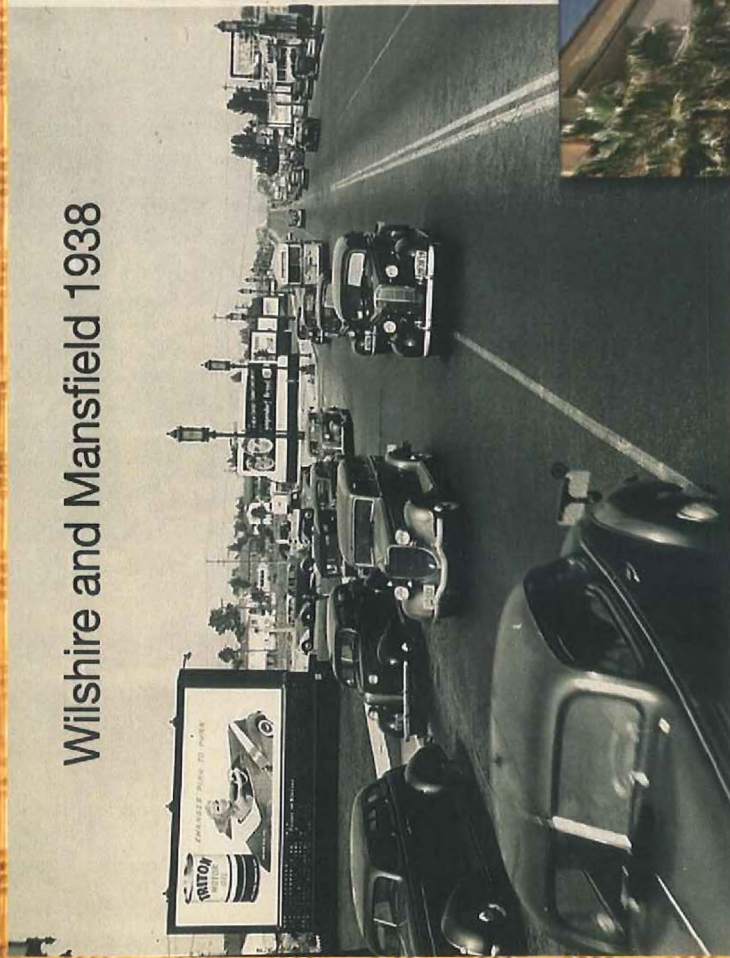
We look forward to continuing to work with you City staff, and other stakeholders to develop clear, reasonable, and workable solutions that continue to permit off-site digital signage in the City of Los Angeles. Thank you for your attention to these matters.

Sincerely,

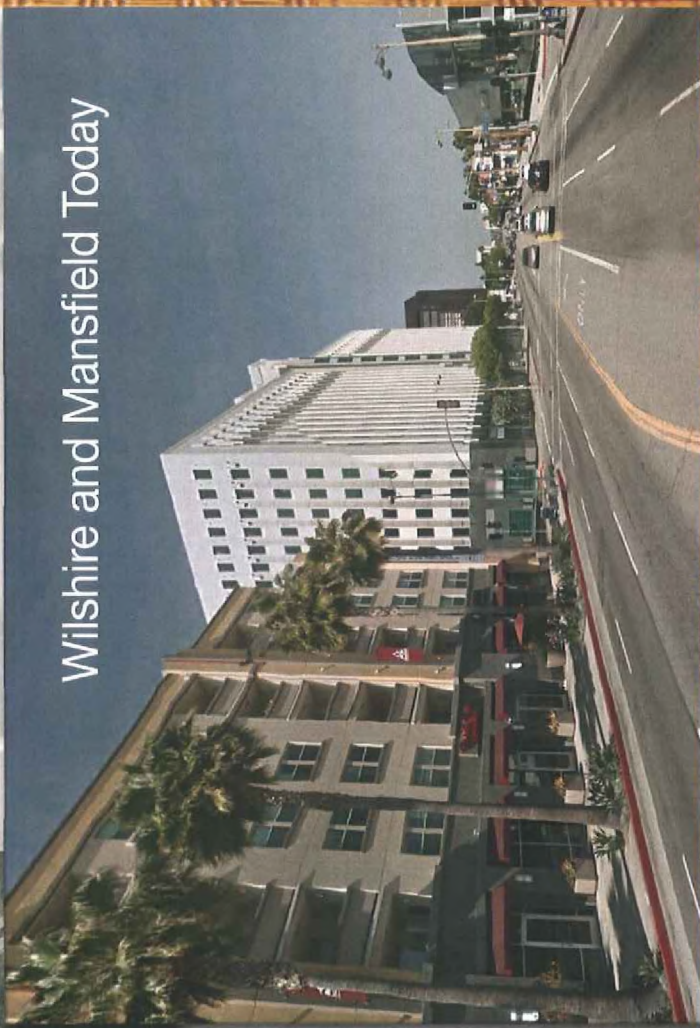


Stacy A. Miller
Los Angeles Outdoor Advertising Coalition
(LAOAC)

Wilshire and Mansfield 1938

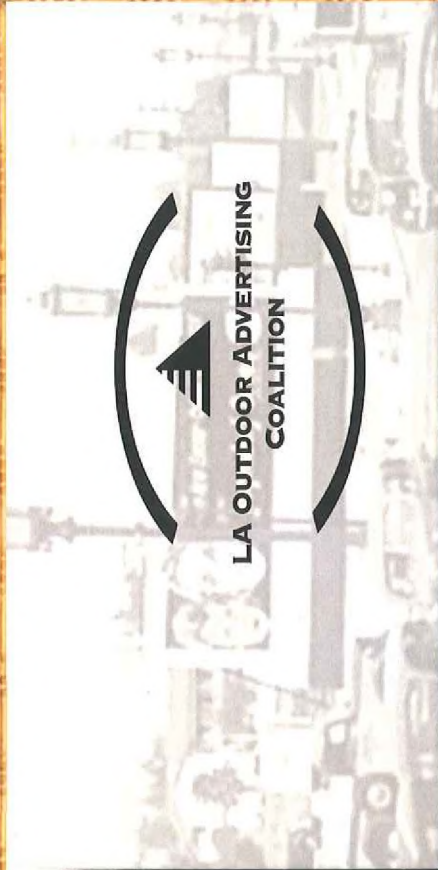
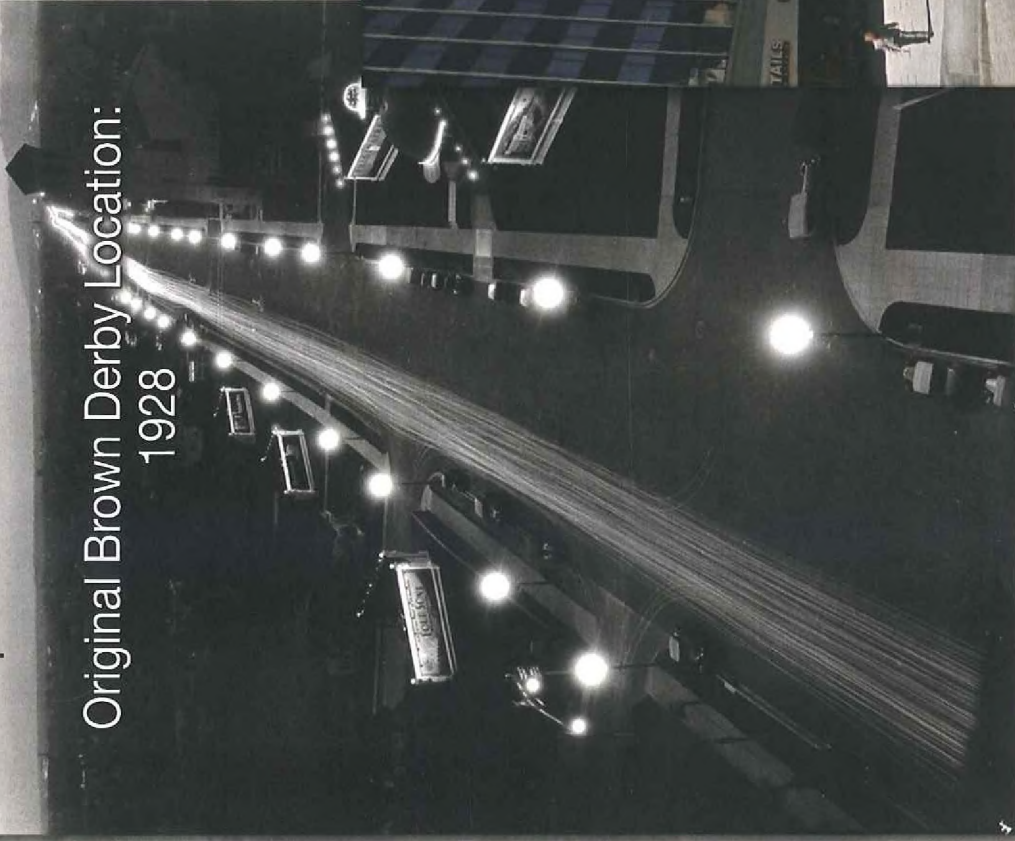


Wilshire and Mansfield Today

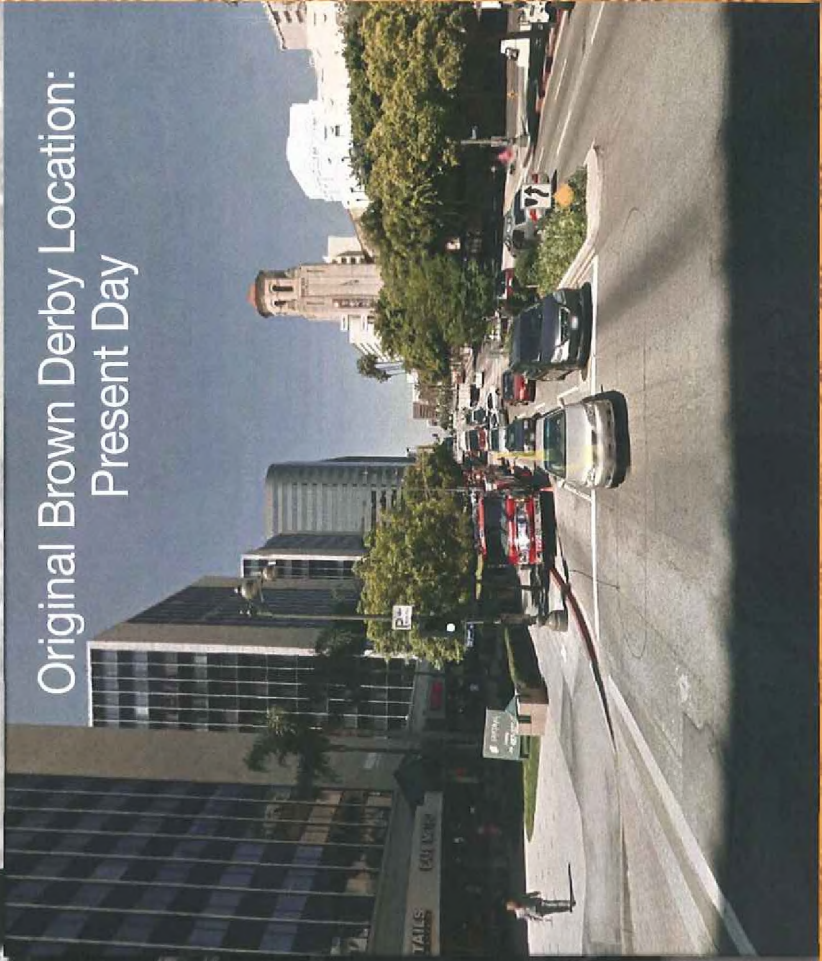


Comparison of Wilshire Boulevard

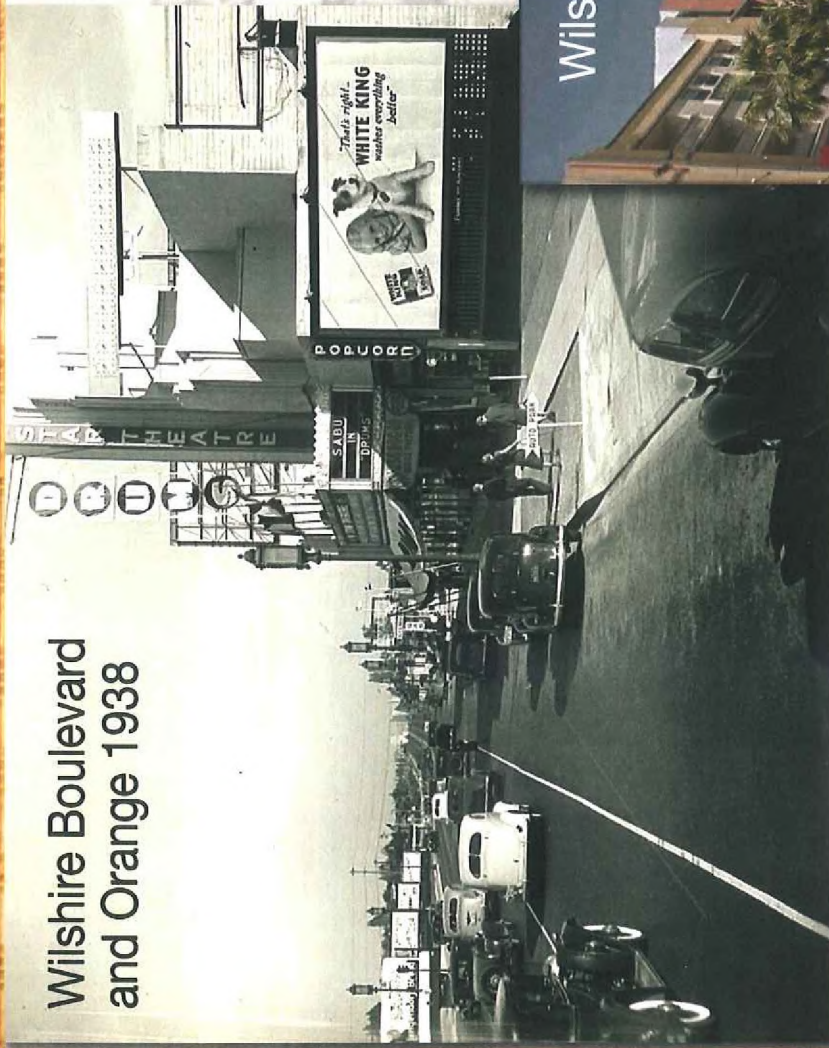
Original Brown Derby Location:
1928



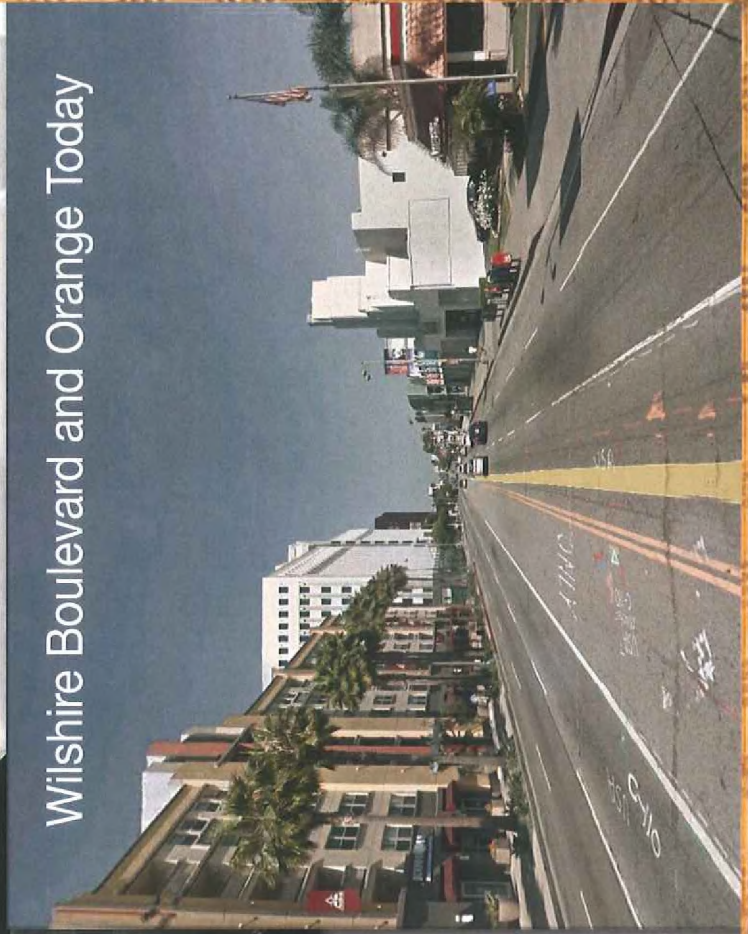
Original Brown Derby Location:
Present Day



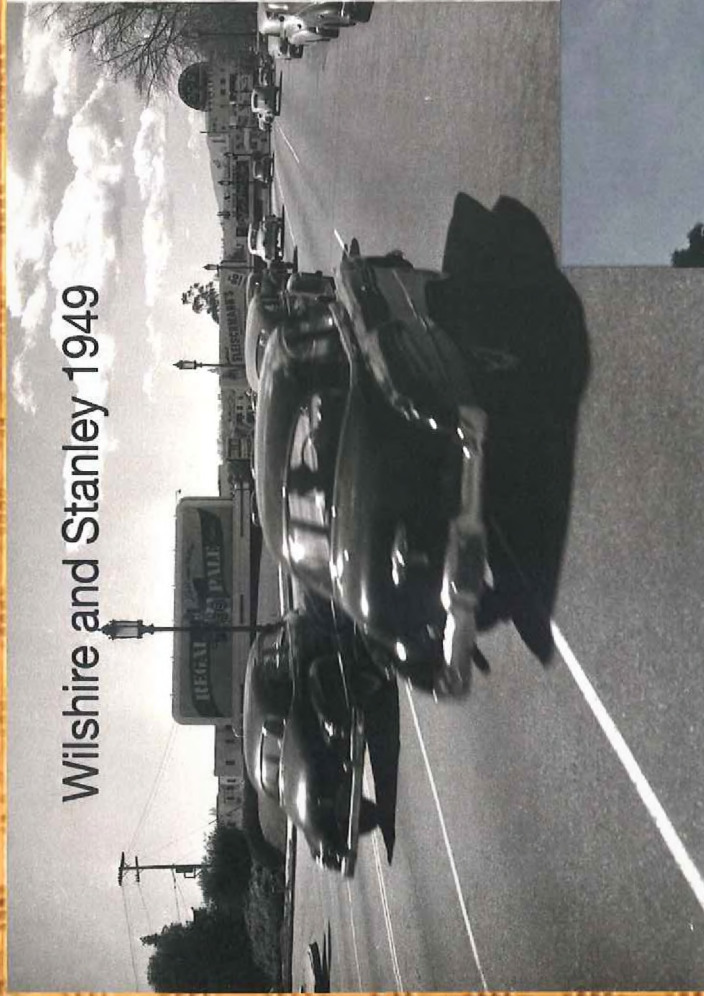
Wilshire Boulevard
and Orange 1938



Wilshire Boulevard and Orange Today



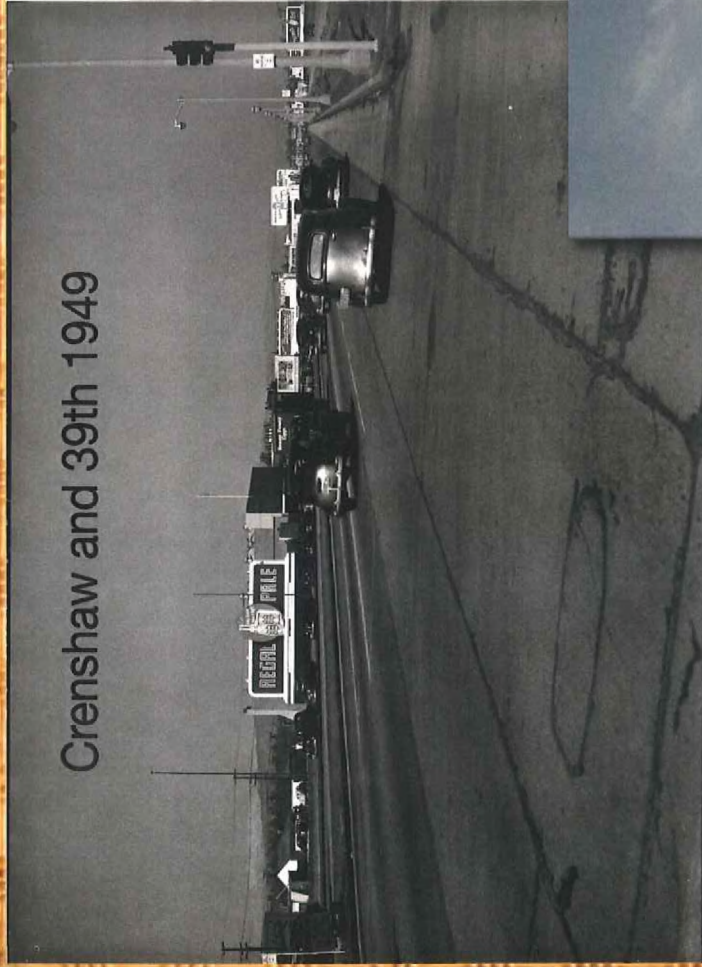
Wilshire and Stanley 1949



Wilshire and Stanley Today



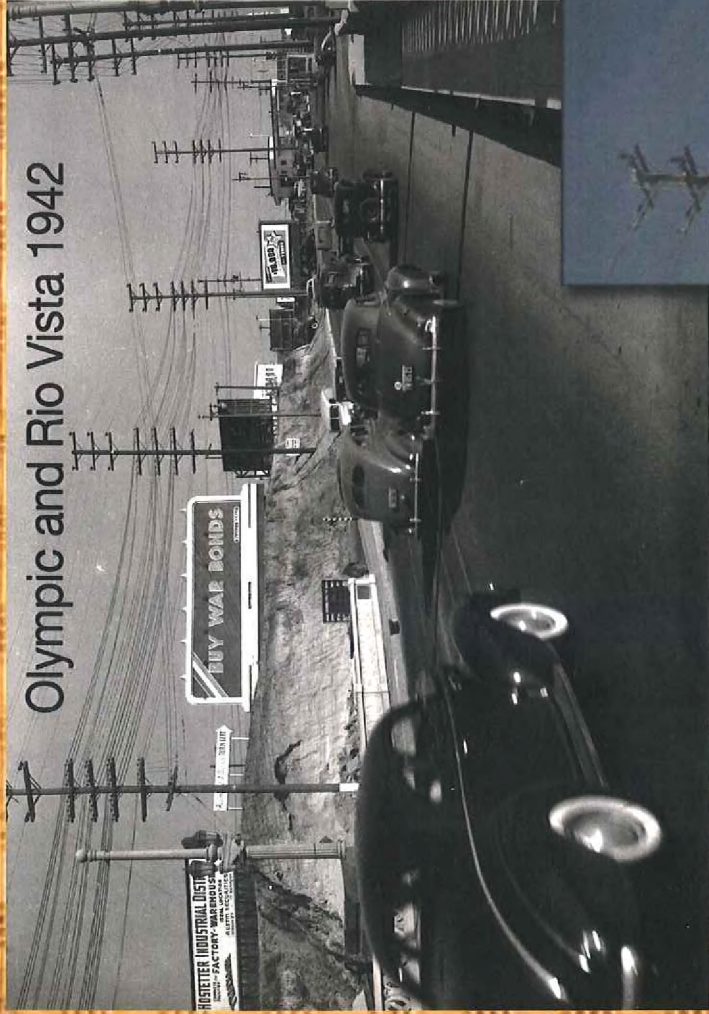
Crenshaw and 39th 1949



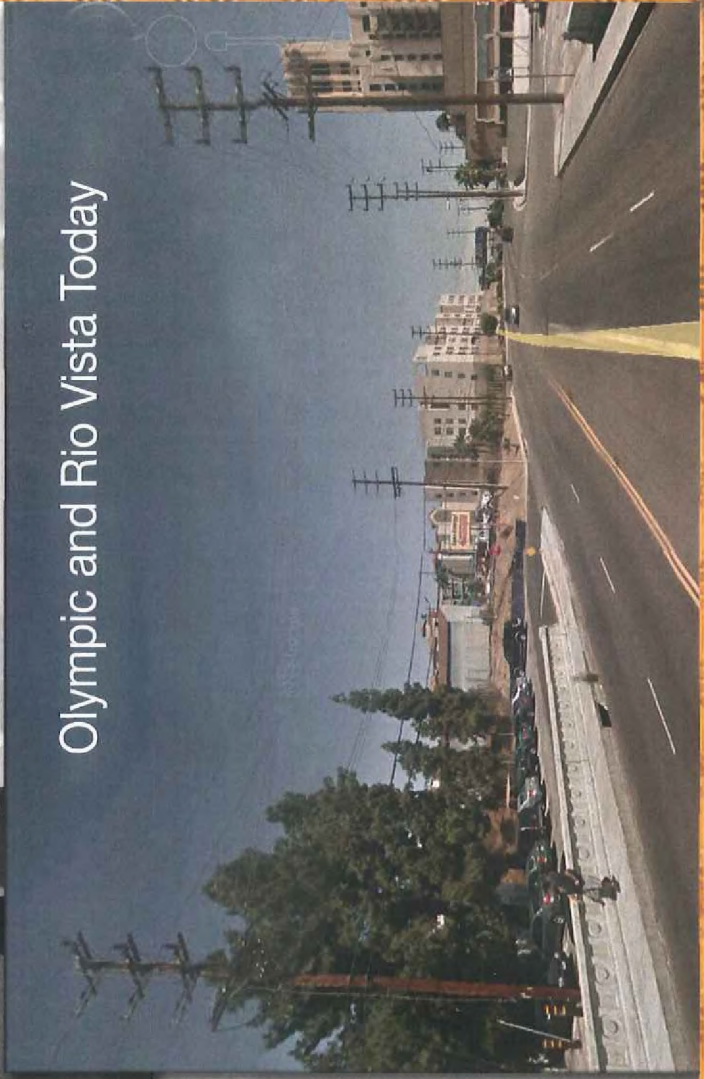
Crenshaw and 39th Today



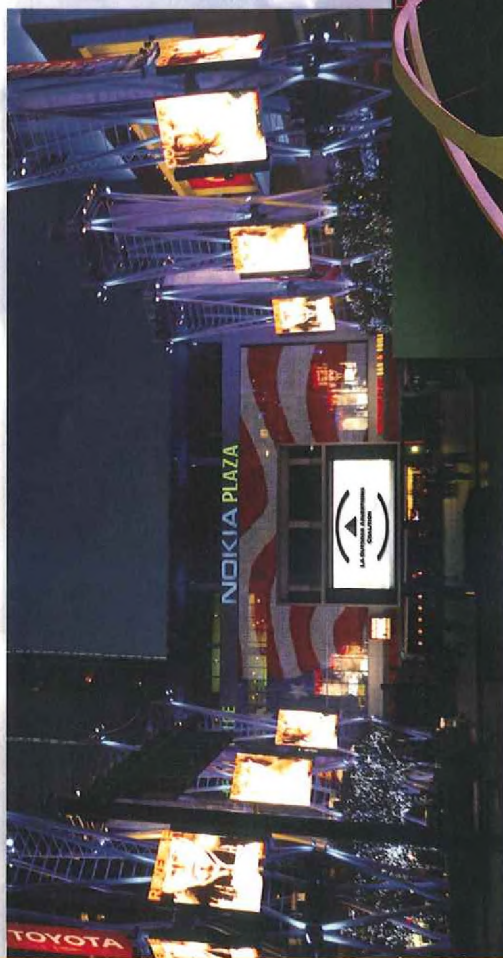
Olympic and Rio Vista 1942



Olympic and Rio Vista Today

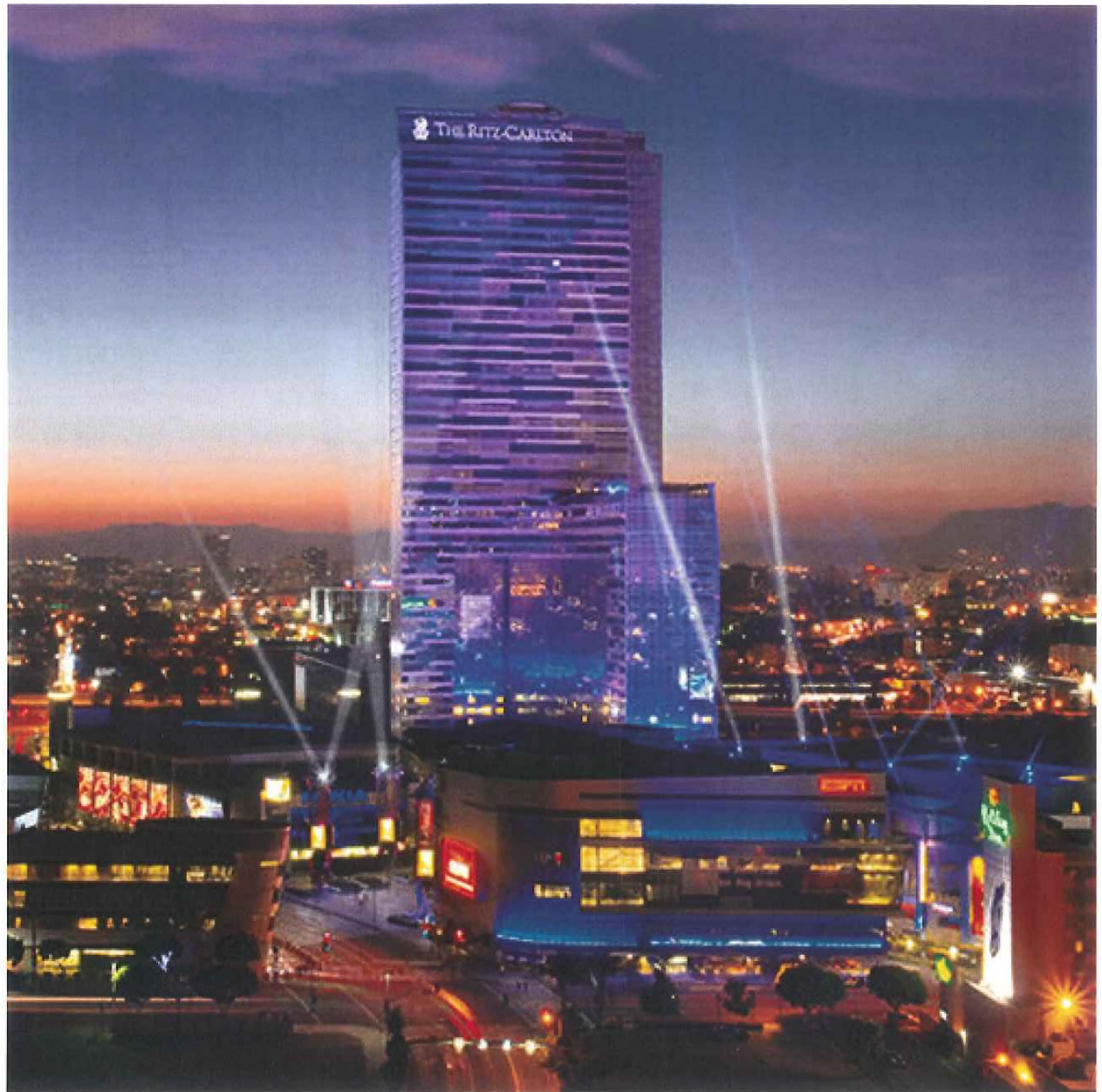


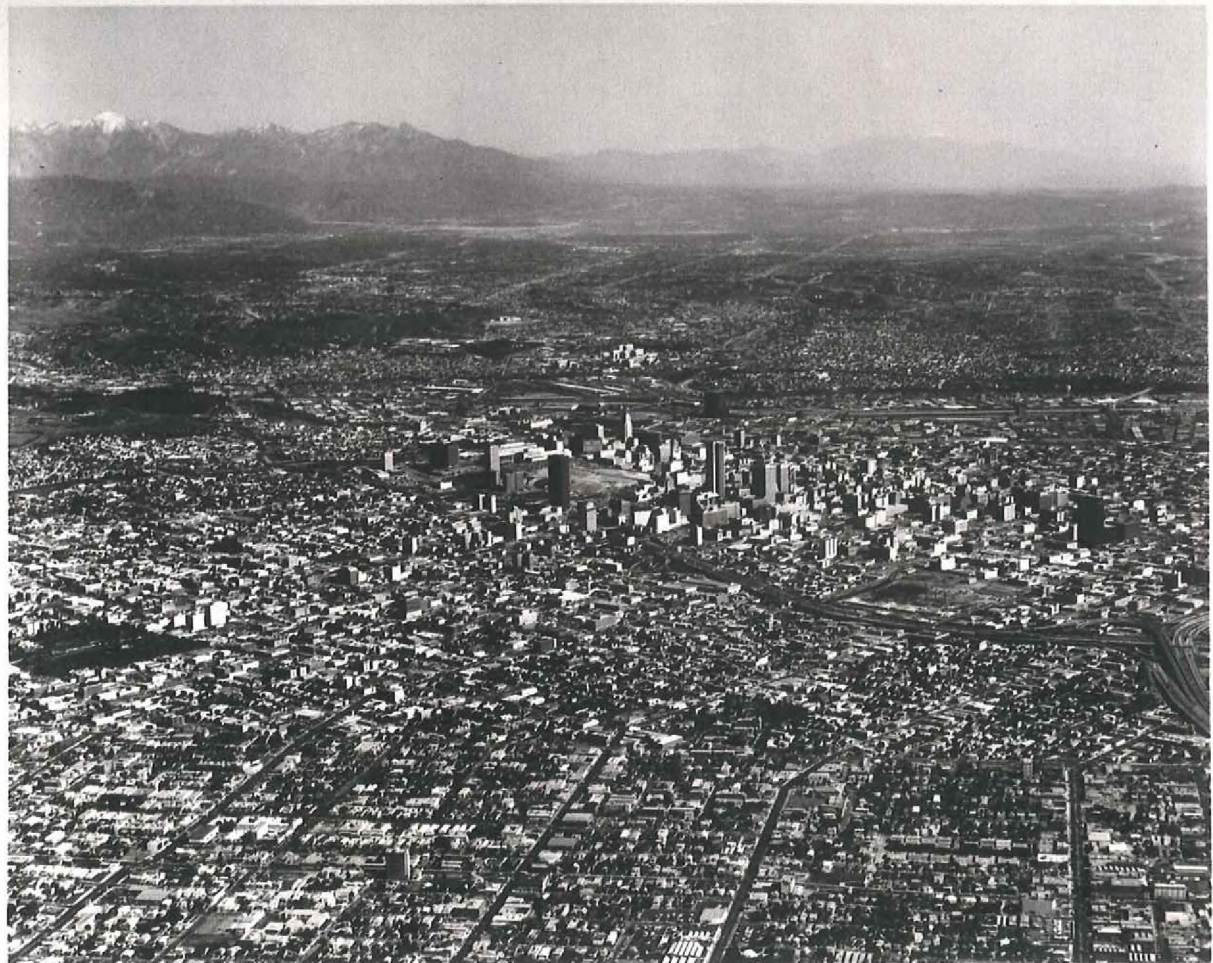
LOS ANGELES



HOLLYWOOD







Los Angeles in 1960



Present Day Los Angeles

Digital billboards working
for local business, non-profits
and public safety



SIGN UP LA

Cities across the country enjoy the multiple communication, economic, and financial benefits that digital displays offer. Over the past five years, the City has enjoyed such benefits on a limited basis, and the implementation of policies that encourage the responsible construction, placement, maintenance, operation and usage of digital billboards to the betterment of the communities where they are located will only expand the reach of these benefits.

DIGITAL DISPLAYS MAXIMIZE PUBLIC SAFETY AND LOCAL COMMUNITY SUPPORT

Digital signs allow for timely communication of important public alerts regarding safety, traffic, and natural disasters, as well as support for nonprofit organizations and other community initiatives.

- Amber Alerts & Finding Missing Children.
- Aiding LAPD, L.A. County Office of Emergency Services, FBI, U.S. Marshals.
- Carmageddon I & II.
- Helping nonprofit organizations like Make-a-Wish Foundation, Operation Hope, Habitat for Humanity, Art Share LA, Special Olympics, American Red Cross, and AIDS Project Los Angeles.

DIGITAL DISPLAYS SUPPORT LOCAL BUSINESSES

Both large and small business—and their employees—benefit from digital signs in the form of job creation and efficient, effective marketing.

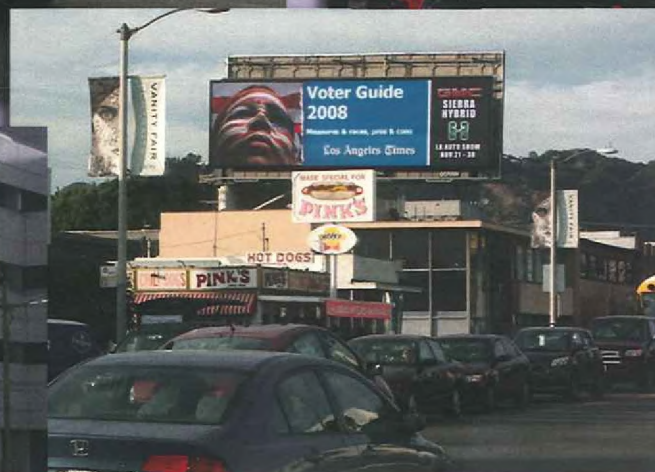
- Each advertiser using outdoor signage employs, on average, 43 new workers (in small to mid-size markets, up to thirty workers).
- Good jobs for highly skilled technicians, digital services analysts, and maintenance and repair craftsmen.
- Support for and from the MPAA, local entertainment industry, holiday retail campaigns, VICA, and local, regional, and state Chambers of Commerce.

DIGITAL DISPLAYS CAN CREATE NEW SOURCES OF PUBLIC REVENUES AND REDUCE EXISTING SIGNAGE

The City has a significant revenue-generating opportunity during a time of serious fiscal constraints and an opportunity to exercise positive control over signage location and improvements, including sustainable, modern digital technology in appropriate nonresidential areas.

- Reduce existing, traditional signs and control proper siting of new signs.
- Additional substantial revenue from permitting fees and other taxes.
- Local governments in over 43 states (450 jurisdictions) across the country have adopted standards for digital signs—for example—Cities of Sacramento, Oakland, and Hayward.

Digital's immediacy plays
an important role for media





**Public Service:
Carmaggeddon Announcement**



Public Service: Amber Alerts

Los Angeles Times

MONDAY, MARCH 25, 2013

latimes.com

BACA TOLD AIDE TO RETIRE

The sheriff publicly defended Paul Tanaka amid the jail scandal. In private, he wanted him out, sources say.

By ROBERT FATURECHI AND JACE LEONARD

Despite publicly defending his second-in-command for months amid an abuse scandal in the Los Angeles County jail system, Sheriff Lee Baca pressured Under-sheriff Paul Tanaka into stepping down, several sources said.

The Sheriff's Department has repeatedly portrayed Tanaka's decision to retire earlier this month as a move Tanaka initiated. But sources said Baca met with Tanaka and told him he should retire. The conversation, they said, stunned his once-trusted confidant.

One source close to Tanaka said the under-sheriff believes Baca views him as a political liability and is trying to use him as a scapegoat for the jail's problems as the sheriff seeks reelection to a fifth term. That same source, who has spoken with Tanaka, said Tanaka has not ruled out running for sheriff himself, challenging his boss in the 2014 election.

Jim McDonnell, the police chief of Long Beach, isn't ready considering a run against Baca in 2014, and Tanaka's entry into the race would pose the most serious electoral challenge the sheriff has faced in his 14 years of leading the agency.

Sheriff's spokesman Steve Whitmore said Sunday that both Baca and Tanaka insist that the under-sheriff's retirement was voluntary and had nothing to do with Baca's reelection campaign. Whitmore said he spoke to both men Friday afternoon and that they said Tanaka independently decided to retire. [See Tanaka, A1]



A DIGITAL billboard displays a "wanted" alert for Christopher Dornier. Karen and Jim Reynolds, above left, who were taken captive by Dornier, have filed a claim for the reward. So has Rick Heltebrake, above right.

Wanted alive, not dead

With no 'arrest and conviction' of Dornier, some donors rethink their reward pledges. LAPD says there's still enough for a \$1-million payout.

By LOUIS SANAGUY AND JOEL RUBIN

As the manhunt for Christopher Dornier gripped Southern California last month, Los Angeles Mayor Antonio Villaraigosa announced a \$1-million reward for the capture of the fired LAPD officer.

Two claims have been made on the money since

Dornier's death Feb. 12 — by a couple near Big Bear who were tied up and whose car was stolen and by a man whose pickup truck Dornier later hijacked. Now, however, some groups that pledged money are reconsidering.

They said they offered the reward for information that would have led to the capture and conviction of Dornier, neither of which oc-

curred. Dornier committed suicide when cornered in a burning cabin near Big Bear. Underlying their objections is a moral argument that donors will not make publicly. Some find the claims for the money unseemly.

They believe reward seekers had called police to report they were victims of crimes by Dornier and now seek to profit from their brief

encounters, which left them unharmed, during a rampage that devastated the families of police officers and others he killed.

Police believe Dornier went on a 10-day killing rampage of revenge against law enforcement officials whom he blamed for his 2009 firing from the force. Dornier is thought to have killed Riverside Police Officer Michael [See Reward, A7]

Prop. 8 hearing carries many options

The Supreme Court could rule narrowly or broadly, extending gay marriage rights nationwide. Justices hear the case Tuesday.

By DAVID G. SAVAAGE AND MAURA DOLAN

WASHINGTON — Four years ago, many gay rights advocates shook their heads when super-lawyers Theodore B. Olson and David Boies announced they would challenge California's ban on gay marriages in federal court and take the case all the way to the U.S. Supreme Court.

It was too risky, the skeptics said. Voters in state after state were rejecting same-sex marriage, and no federal judge had said such bans were illegal. One liberal legal scholar called the lawsuit a "Hail Mary" pass.

But now that Proposition 8, a ban on gay marriage, is set for a hearing Tuesday before the Supreme Court, the lawyers and activists who started the case think they may be on the verge of a historic victory. Even the early doubters are hopeful.

"We think the time is right," said Los Angeles lawyer Theodore J. Boutrous Jr., Olson's partner on the case. "Everything seems to be breaking in favor of marriage equality."

Olson and Boies are urging the court to rule that gays and lesbians have an equal right to marry under the Constitution, a decision that would not only strike down the California ban but could make gay marriage legal nationwide.

"That is 'the right result,'" Boies said last week. "There is no rational or legitimate reason for the government to deny marriage to these loving couples."

That may go too far for the court's majority. The [See Proposition 8, A12]



RANDY LEWIS performs "Ave Verum Corpus" with the Pacific Chorus.

COLUMN ONE

The power to lift and heal

A Mozart choral work captivates, then transforms a life

By RANDY LEWIS

The morning commute was like any other — almost. As cars flew by on the northbound 70, I hit "play" on my iPod and a melody swept over me. Rush hour melted away.

"Ah-vey, ah-vey, voh-room corripooose," the choir began. The Latin words upon "Ave Verum Corpus" (Hail true body), a choral composition that has

captivated listeners for more than two centuries.

I sang along, and I wasn't doing it alone. At that moment, two friends in New Jersey and Georgia were singing the words as well. It was our new daily ritual, a pact we had made three months earlier.

We were in upstate New York on a spiritual retreat when someone suggested forming a choir. We gathered on a warm August afternoon. Men and women around a [See Mozart, A11]

Syrian opposition leader steps down

The decision comes as the conflict shows signs of spreading instability beyond the nation's borders.

By PATRICK J. McDONNELL

BEIRUT — The head of a U.S.-backed Syrian opposition coalition resigned his post Sunday, a major blow to a group that the United States and other nations have lauded as the legitimate representative of the Syrian people and a potential interim government.

The departure of the charismatic Moaz Khatib, a moderate Islamist who has championed national reconciliation, plunged the fractious Syrian conflict into disarray as the escalating Syrian conflict shows fresh signs of spreading instability be-

yond its borders.

Israeli forces in the occupied Golan Heights reported firing a guided missile Sunday at a Syrian military post, responding to gunfire that struck an Israeli vehicle along the disputed frontier. Clashes have been flaring on the Syrian side, raising the specter that Islamist insurgents could gain control of territory adjacent to a United Nations-monitored border strip that had been relatively calm for decades.

Meanwhile, the government of Lebanon collapsed over the weekend, a victim at least in part of spillover from the war in neighboring Syria. Outgoing Prime Minister Najib Mikati had tried to [See Syria, A4]

Kerry presses Iraq on flights

Mahdi insists there's no proof Iran is ferrying weapons. WORLD, A4

A special guest of the chief justice

John Roberts' lesbian cousin will be in court for the hearing. NATION, A12

UCLA dismisses basketball coach

Ben Howland is fired after another successful but tumultuous season. SPORTS

Cyprus agrees to new bailout deal

It would shut down its No. 2 bank in exchange for aid. WORLD, A3

Complete Index — A42

Weather: Low clouds, then sun. L.A. Basin: 72/52. A49

Printed with 50% recycled paper, partially recycled paper.





LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169



February 1, 2013

Lee Ann Muller, President
Clear Channel Outdoor - Southern California
19320 Harborage Way
Los Angeles, California 90501

Dear Ms. Muller:

The Los Angeles County Sheriff's Department would like to extend our thanks for your continued commitment to public safety and dedication to the County of Los Angeles. Digital billboards provide a unique resource to law enforcement agencies and public safety organizations, and the benefit digital signs provide our community is truly invaluable. The ability to display real-time messages in a dynamic and effective manner cannot be underestimated, particularly in large metropolitan areas such as Los Angeles.

Here in Los Angeles County, your digital boards have been used by numerous agencies and organizations at crucial times. By partnering with Clear Channel Outdoor and the outdoor advertising industry, Los Angeles public safety agencies have the ability to run important and timely messages, such as AMBER Alerts and wanted ads, which critically aides the efforts to protect and serve the public.

The Los Angeles County Sheriff's Department is pleased to know that this resource is available to us in emergency situations, such a natural disasters, where the effective and quick dissemination of information to the public is absolutely crucial.

We look forward to your continued work in our community, and with other Los Angeles agencies, and thank you for your dedication to public safety in Los Angeles County.

Sincerely,

LEROY D. BACA
SHERIFF

A Tradition of Service



U.S. Department of Justice
Federal Bureau of Investigation

Washington, D. C. 20535-0001

January 18, 2013

Mr. Tony Alwin
Senior Vice President
Creative Marketing and Public Relations
Clear Channel Outdoor
2325 East Camelback Road
Suite 300
Phoenix, AZ 85016

Dear Mr. Alwin:

On behalf of the FBI, I want to extend to you and to your entire organization our thanks and appreciation for the partnership that we've had for many years.

Nationally, digital billboards have greatly aided the FBI's investigative efforts and, because of the publicity billboards have afforded our cases, many fugitives were stopped from further victimizing the public. Clear Channel's willingness to assist in bringing these criminals to justice, as well as the speed in which you are able to publicize crucial fugitive information, is a credit to your organization. To date, through the use of digital billboards the FBI has captured 50 individuals as a direct result of billboard publicity.

By enlisting the support of private individuals and an organization such as yours, the FBI can more effectively carry out its mission. For that, the FBI owes you an incalculable debt of gratitude.

We look forward to working with you in the years to come.

Sincerely yours,

Susan T. McKee
Chief, Investigative Publicity and
Public Affairs
Office of Public Affairs



March 7, 2013

Ms. Daisy Mo
City Planning Associate
City of Los Angeles Department of City Planning
200 N. Spring St.
Los Angeles, CA 90012

Dear Ms. Mo,

We are writing to address the traffic safety issues raised at the first two meetings of the Billboard and Visual Landscape Visioning Group and a study presented at the February 26 Billboard and Visual Landscape Visioning Group meeting, purportedly as evidence that billboards pose traffic safety hazards. To ensure you have more complete information as to the extensive research that has been conducted on digital billboards and traffic safety, attached are some additional materials for your review. What this research consistently shows is that off-site digital signs do not create traffic safety hazards.

Numerous studies analyzing digital billboards have concluded that they are not linked to traffic accidents.

- A series of studies conducted by a traffic consulting firm in 2007, 2009, and 2010 analyzed accident rates near off-site digital billboards in Cleveland, Ohio, Rochester, Minnesota, Richmond, Virginia, Albuquerque, New Mexico, and Reading, Pennsylvania. The firm found, based on data, that digital billboards did not statistically increase the rate of accidents. In fact, in the studies using an Empirical Bayes Method Analysis, the number of accidents near billboards was comparable to the number of accidents on sections of the highway *without* billboards.
- In 2007, the Virginia Tech Transportation Institute used eye-tracking methodology to measure whether drivers glanced more frequently or for a longer duration at digital billboards compared to conventional billboards. Drivers did *not* glance at digital billboards more frequently, and their glances at digital billboards, like glances at traditional billboards, were short in duration (approximately one second) and well below the duration commonly accepted to be associated with an increased risk of a traffic accident.

- A 2006 study from the National Highway Traffic Safety Administration concluded that short, brief glances away from the roadway to scan the driving environment actually *decrease* the risk of near-crashes and crashes. Several federal and scientific authorities (including the National Highway Traffic Safety Administration and Federal Motor Carrier Safety Administration) have acknowledged that crash data is a widely accepted, reliable, accurate, and complete source of data with which to analyze traffic safety.

Consistent with these findings, the City of Los Angeles already allows on-site and off-site digital signs. The City has already confirmed that digital signs, when properly regulated, do not pose a traffic safety risk. The consensus sign ordinance recommended for approval by the Planning and Land Use Committee on January 22, 2013, does not prohibit digital displays for on-site signs. Further, Sign Districts across the City permit digital signage, subject to limits on brightness, refresh rates, hours of operation, and size.

We are not aware of any studies that show a conclusive or significant link between digital billboards and traffic safety. Prior research on the traffic safety implications of digital billboards has concluded that there was insufficient evidence to establish a relationship between digital billboards and traffic accidents. (Jerry Wachtel & R. Netherton, *Safety and Environmental Design Considerations in the Use of Commercial Electronic Variable-Message Sign* (1980).) No published study conducted in the United States since off-site digital billboards have been implemented has found a causal relationship between digital billboards and driver inattention or distraction that poses a threat to traffic safety.

For example, in 2009, the FHWA again found that all scientific literature that had examined this issue was “inconclusive with regard to demonstrating a possible relationship between driver safety and [digital billboards].” (FHWA, *The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update* (2009).) Mr. Jerry Wachtel, the author of the 1980 literature review cited above and the more recent 2009 review which was submitted to you, agreed with this conclusion: “Mr. Wachtel believes that it is neither feasible from the perspective of research design and methodology, nor necessary from a regulatory perspective, to demonstrate a causal relationship between digital billboards and road safety.” (SRF Consulting Group, Inc., “*Dynamic Signage: Research Related to Driver Distraction and Ordinance Recommendations*, at p. 3 (June 2007) [hereafter *SRF Consulting 2007 Review*].)

The FHWA has also concluded that digital billboards are acceptable for off-premise signs. The FHWA recommends that states regulate—not ban—digital billboards. Regulations include dwell time, lighting, and maintenance. Mr. Wachtel, who prepared the literature review submitted to you for the American Association of State Highway and Transportation Officials titled “*Safety Impacts of the Emerging Digital Display Technology for Outdoor Advertising Signs*,” reached the same conclusion in 2009. The 2009 Wachtel review does not demand a ban of digital displays. Rather, consistent with the FHWA’s position, it states that reasonable regulation based on placement, brightness, and duration of message is required to ensure the safe deployment of digital displays. (See also, *supra*, *SRF Consulting 2007 Review* (citing Jerry Wachtel).)

Moreover, those studies that have been cited as supporting a different conclusion, including the 2009 Wachtel review already submitted to the working group, are often not specific to off-site digital billboards. In fact, such studies have focused on on-site signs, which often feature full-motion video, scrolling text, and rapid flashing. Digital billboards, like the ones deployed in the City of Los Angeles, display still images that change once every eight seconds. Additionally, some such studies have also used simulators, which Mr. Wachtel has explained are not reliable due to the inherent limitations in the simulator environment. We would be happy to provide more detail on these at your request.

We believe the City has already correctly determined, like the FHWA, that digital billboards are appropriate forms of communication when reasonably regulated. Studies cited for the contrary proposition must be reviewed carefully, in light of the broad range of scientific literature, and examined to understand the purpose and focus of the study.

Thank you for the opportunity to comment. Your attention to this matter is greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Stacy Miller".

Stacy Miller
Los Angeles Outdoor Advertising Coalition (LAOAC)



U.S. Department
of Transportation
**Federal Highway
Administration**

Memorandum

Subject: **INFORMATION:** Guidance on
Off-Premise Changeable Message Signs

Date: September 25, 2007

From: Original signed by:
Gloria M. Shepherd
Associate Administrator for
Planning, Environment, and Realty

In Reply Refer To:
HEPR -20

To: Division Administrators
Attn: Division Realty Professionals

Purpose

The purpose of this memorandum is to provide guidance to Division offices concerning off-premises changeable message signs adjacent to routes subject to requirements for effective control under the Highway Beautification Act (HBA) codified at 23 U.S.C. 131. It clarifies the application of the Federal Highway Administration (FHWA) July 17, 1996 memorandum on this subject. This office may provide further guidance in the future as a result of additional information received through safety research, stakeholder input, and other sources.

Pursuant to 23 CFR 750.705, a State DOT is required to obtain FHWA Division approval of any changes to its laws, regulations, and procedures to implement the requirements of its outdoor advertising control program. A State DOT should request and Division offices should provide a determination as to whether the State should allow off-premises changeable electronic variable message signs (CEVMS) adjacent to controlled routes, as required by our delegation of responsibilities under 23 CFR 750.705(j). Those Divisions that already have formally approved CEVMS use on HBA controlled routes, as well as those that have not yet issued a decision, should re-evaluate their position in light of the following considerations. The decision of the Division should be based upon a review and approval of a State's affirmation and policy that: (1) is consistent with the existing Federal/State Agreement (FSA) for the particular State, and (2) includes but is not limited to consideration of requirements associated with the duration of message, transition time, brightness, spacing, and location, submitted for FHWA approval, that evidence reasonable and safe standards to regulate such signs are in place for the protection of the motoring public. **Proposed laws, regulations, and procedures that would allow permitting CEVMS subject to acceptable criteria (as described below) do not violate a prohibition against "intermittent" or "flashing" or "moving" lights as those terms are used in the various FSAs that have been entered into during the 1960s and 1970s.**

This Guidance is applicable to conforming signs, as applying updated technology to nonconforming signs would be considered a substantial change and inconsistent with the requirements of 23 CFR 750.707(d)(5). As noted below, all of the requirements in the HBA and its implementing regulations, and the specific provisions of the FSAs, continue to apply.

Background

The HBA requires States to maintain effective control of outdoor advertising adjacent to certain controlled routes. The reasonable, orderly and effective display of outdoor advertising is permitted in zoned or unzoned commercial or industrial areas. Signs displays and devices whose size, lighting and spacing are consistent with customary use determined by agreement between the several States and the Secretary, may be erected and maintained in these areas (23 U.S.C. § 131(d)). Most of these agreements between the States and the Secretary that determined the size, lighting and spacing of conforming signs were signed in the late 1960's and the early 1970's.

On July 17, 1996, this Office issued a Memorandum to Regional Administrators to provide guidance on off-premise changeable message signs and confirmed that FHWA has "always applied the Federal law 23 U.S.C. 131 as it is interpreted and implemented under the Federal regulations and individual Federal/State agreements." It was expressly noted that "in the twenty-odd years since the agreements have been signed, there have been many technological changes in signs, including changes that were unforeseen at the time the agreements were executed. While most of the agreements have not changed, the changes in technology require the State and FHWA to interpret the agreements with those changes in mind". The 1996 Memorandum primarily addressed tri-vision signs, which were the leading technology at the time, but it specifically noted that changeable message signs "regardless of the type of technology used" are permitted if the interpretation of the FSA allowed them. Further advances in technology and affordability of LED and other complex electronic message signs, unanticipated at the time the FSAs were entered into, require the FHWA to confirm and expand on the principles set forth in the 1996 Memorandum.

The policy espoused in the 1996 Memorandum was premised upon the concept that changeable messages that were fixed for a reasonable time period do not constitute a moving sign. If the State set a reasonable time period, the agreed-upon prohibition against moving signs is not violated. Electronic signs that have stationary messages for a reasonably fixed time merit the same considerations.

Discussion

Changeable message signs, including Digital/LED Display CEVMS, are acceptable for conforming off-premise signs, if found to be consistent with the FSA and with acceptable and approved State regulations, policies and procedures.

This Guidance does not prohibit States from adopting more restrictive requirements for permitting CEVMS to the extent those requirements are not inconsistent with the HBA, Federal regulations, and existing FSAs. Similarly, Divisions are not required to concur with State proposed regulations, policies, and procedures if the Division review determines, based upon all relevant information, that the proposed regulations, policies and procedures are not consistent with the FSA or do not include adequate standards to address the safety of the motoring public. If the Division Office has any question that the FSA is being fully complied with, this should be discussed with the State and a process to change the FSA may be considered and completed before such CEVMS may be allowed on HBA controlled routes. The Office of Real Estate Services is available to discuss this process with the Division, if requested.

If the Division accepts the State's assertions that their FSA permits CEVMS, in reviewing State-proposed regulations, policy and procedures for acceptability, Divisions should consider all relevant information, including but not limited to duration of message, transition time, brightness, spacing, and location, to ensure that they are consistent with their FSA and that there are adequate standards to address safety for the motoring public. Divisions should also confirm that the State provided for appropriate public input, consistent with applicable State law and requirements, in its interpretation of the terms of their FSA as allowing CEVMS in accordance with their proposed regulations, policies, and procedures.

Based upon contacts with all Divisions, we have identified certain ranges of acceptability that have been adopted in those States that do allow CEVMS that will be useful in reviewing State proposals on this topic. Available information indicates that State regulations, policy and procedures that have been approved by Divisions to date, contain some or all of the following standards:

- Duration of Message
 - Duration of each display is generally between 4 and 10 seconds – 8 seconds is recommended.
- Transition Time
 - Transition between messages is generally between 1 and 4 seconds – 1-2 seconds is recommended.
- Brightness
 - Adjust brightness in response to changes in light levels so that the signs are not unreasonably bright for the safety of the motoring public.
- Spacing
 - Spacing between such signs not less than minimum spacing requirements for signs under the FSA, or greater if determined appropriate to ensure the safety of the motoring public.
- Locations
 - Locations where allowed for signs under the FSA except such locations where determined inappropriate to ensure safety of the motoring public.

Other standards that States have found helpful to ensure driver safety include a default designed to freeze a display in one still position if a malfunction occurs; a process for modifying displays and lighting levels where directed by the State DOT to assure safety of the motoring public; and requirements that a display contain static messages without movement such as animation, flashing, scrolling, intermittent or full-motion video.

Conclusion

This Memorandum is intended to provide information to assist the Divisions in evaluating proposals and to achieve national consistency given the variations in FSAs, State law, and State regulations, policies and procedures. It is not intended to amend applicable legal requirements. Divisions are strongly encouraged to work with their State in its review of their existing FSAs and, if appropriate, assist in pursuing amendments to address proposed changes relating to CEVMS or other matters. In this regard, our Office is currently reviewing the process for amending FSAs, as established in 1980, to determine appropriate revisions to streamline requirements while continuing to ensure there is adequate opportunity for public involvement.

For further information, please contact your Office of Real Estate Point of Contact or Catherine O'Hara (Catherine.O'Hara@dot.gov).



Outdoor Advertising Act and Regulations 2011 Edition

Citations from the California Business and Professions Code,
And Citations from the California Code of Regulations,
Title 4: Business Regulations

(Includes Law Changes through January 1, 2010
and Regulation Changes through February 18, 2011)

EDMUND G. BROWN JR.
Governor
State of California

CINDY MCKIM
Director
Department of Transportation



from the nearest edge of a commercial or industrial building or activity and which is zoned under authority of state law primarily to permit industrial or commercial activities or an unzoned commercial or industrial area.

§ 5206. Centerline of the highway

"Centerline of the highway" means a line equidistant from the edges of the median separating the main traveled way of a divided highway, or the centerline of the main traveled way of a nondivided highway.

§ 5208. Collier-Z'berg Act

"Collier-Z'berg Act" refers to Chapter 128, Statutes of 1964 (First Extraordinary Session).

§ 5208.6. Department

"Department" means the Department of Transportation.

§ 5209. Director

"Director" refers to the Director of Transportation of the State of California.

§ 5210. Federal Aid Highway Act of 1958

"Federal Aid Highway Act of 1958" refers to Section 131 of Title 23 of the United States Code, as in effect before October 22, 1965¹.

¹23 U.S.C.A. § 131.

§ 5211. Flashing

"Flashing" is a light or message that changes more than once every four seconds.

§ 5212. Freeway

"Freeway," for the purposes of this chapter only, means a divided arterial highway for through traffic with full control of access and with grade separations at intersections.

§ 5213. Highway

"Highway" includes roads, streets, boulevards, lanes, courts, places, commons, trails, ways or other rights-of-way or easements used for or laid out and intended for the public passage of vehicles or of vehicles and persons.

§ 5214. Highway Beautification Act of 1965

"Highway Beautification Act of 1965" refers to Section 131 of Title 23 of the United States Code, as in effect October 22, 1965¹.

¹23 U.S.C.A. § 131.

§ 5215. Interstate highway

"Interstate highway" means any highway at any time officially designated as

§ 5401. Wind resistance

No advertising structure shall be placed unless it is built to withstand a wind pressure of 20 pounds per square foot of exposed surface. Any advertising structure not conforming to this section shall be removed as provided in Section 5463.

§ 5402. Obscenity, indecency or immorality

No person shall display or cause or permit to be displayed upon any advertising structure or sign, any statements or words of an obscene, indecent or immoral character, or any picture or illustration of any human figure in such detail as to offend public morals or decency, or any other matter or thing of an obscene, indecent or immoral character.

§ 5403. Improper displays

No advertising display shall be placed or maintained in any of the following locations or positions or under any of the following conditions or if the advertising structure or sign is of the following nature:

- (a) If within the right-of-way of any highway.
- (b) If visible from any highway and simulating or imitating any directional, warning, danger or information sign permitted under the provisions of this chapter, or if likely to be mistaken for any permitted sign, or if intended or likely to be construed as giving warning to traffic, by, for example, the use of the words "stop" or "slow down."
- (c) If within any stream or drainage channel or below the floodwater level of any stream or drainage channel where the advertising display might be deluged by flood waters and swept under any highway structure crossing the stream or drainage channel or against the supports of the highway structure.
- (d) If not maintained in safe condition.
- (e) If visible from any highway and displaying any red or blinking or intermittent light likely to be mistaken for a warning or danger signal.
- (f) If visible from any highway which is a part of the interstate or primary systems, and which is placed upon trees, or painted or drawn upon rocks or other natural features.
- (g) If any illumination shall impair the vision of travelers on adjacent highways. Illuminations shall be considered vision impairing when its brilliance exceeds the values set forth in Section 21466.5 of the Vehicle Code.
- (h) If visible from a state regulated highway displaying any flashing, intermittent, or moving light or lights.
- (i) If, in order to enhance the display's visibility, the owner of the display or anyone acting on the owner's behalf removes, cuts, cuts down, injures, or destroys any tree, shrub, plant, or flower growing on property owned by the department that

is visible from the highway without a permit issued pursuant to Section 670 of the Streets and Highways Code.

§ 5404. Locations of displays

No advertising display shall be placed outside of any business district as defined in the Vehicle Code or outside of any unincorporated city, town or village, or outside of any area that is subdivided into parcels of not more than 20,000 square feet each in area in any of the following locations or positions, or under any of the following conditions, or if the advertising display is of the following nature:

(a) If within a distance of 300 feet from the point of intersection of highway or of highway and railroad right-of-way lines, except that this does not prevent the placing of advertising display on that side of an intercepted highway that is opposite the point of interception. But in case any permanent building, structure or other object prevents any traveler on any such highway from obtaining a clear view of approaching vehicles for a distance of 300 feet, then advertising displays may be placed on such buildings, structure or other object if such displays will not further obstruct the vision of those approaching the intersection or interception, or if any such display does not project more than one foot therefrom.

(b) If placed in such a manner as to prevent any traveler on any highway from obtaining a clear view of approaching vehicles for a distance of 500 feet along the highway.

§ 5405. Displays prohibited; exceptions

Notwithstanding any other provision of this chapter, no advertising display shall be placed or maintained within 660 feet from the edge of the right-of-way of, and the copy of which is visible from, any interstate or primary highway, other than any of the following:

(a) Directional or other official signs or notices that are required or authorized by law, including, but not limited to, signs pertaining to natural wonders and scenic and historical attractions, and which comply with regulations adopted by the director relative to their lighting, size, number, spacing, and any other requirements as may be appropriate to implement this chapter which are consistent with national standards adopted by the United States Secretary of Transportation pursuant to subdivision (c) of Section 131 of Title 23 of the United States Code.

(b) Advertising displays advertising the sale or lease of the property upon which they are located, if all advertising displays within 660 feet of the edge of the right-of-way of a bonus segment comply with the regulations adopted under Sections 5251 and 5415.

(c) Advertising displays which advertise the business conducted, services rendered, or goods produced or sold upon the property upon which the advertising

display is placed, if the display is upon the same side of the highway as the advertised activity; and if all advertising displays within 660 feet of the right-of-way of a bonus segment comply with the regulations adopted under Sections 5251, 5403, and 5415; and except that no advertising display shall be placed after January 1, 1971, if it contains flashing, intermittent, or moving lights (other than that part necessary to give public service information, including, but not limited to, the time, date, temperature, weather, or similar information, or a message center display as defined in subdivision (d)).

(d)(1) Message center displays that comply with all requirements of this chapter. The illumination or the appearance of illumination resulting in a message change of a message center display is not the use of flashing, intermittent, or moving light for purposes of subdivision (b) of Section 5408, except that no message center display may include any illumination or message change that is in motion or appears to be in motion or that changes in intensity or exposes its message for less than four seconds. No message center display may be placed within 1,000 feet of another message center display on the same side of the highway. No message center display may be placed in violation of Section 131 of Title 23 of the United States Code.

(2) Any message center display located beyond 660 feet from the edge of the right-of-way of an interstate or primary highway and permitted by a city, county, or city and county on or before December 31, 1988, is in compliance with Article 6 (commencing with Section 5350) and Article 7 (commencing with Section 5400) for purposes of this section.

(3) Any message center display legally placed on or before December 31, 1996, which does not conform with this section may continue to be maintained under its existing criteria if it advertises only the business conducted, services rendered, or goods produced or sold upon the property upon which the display is placed.

(4) This subdivision does not prohibit the adoption by a city, county, or city and county of restrictions or prohibitions affecting off-premises message center displays which are equal to or greater than those imposed by this subdivision, if that ordinance or regulation does not restrict or prohibit on-premises advertising displays, as defined in Chapter 2.5 (commencing with Section 5490).

(e) Advertising displays erected or maintained pursuant to regulations of the director, not inconsistent with the national policy set forth in subdivision (f) of Section 131 of Title 23 of the United States Code and the standards promulgated thereunder by the Secretary of Transportation, and designed to give information in the specific interest of the traveling public.

§ 5405.3. Temporary political signs

Nothing in this chapter, including, but not limited to, Section 5405, shall

prohibit the placing of temporary political signs, unless a federal agency determines that such placement would violate federal regulations. However, no such sign shall be placed within the right-of-way of any highway or within 660 feet of the edge of and visible from the right-of-way of a landscaped freeway.

A temporary political sign is a sign which:

(a) Encourages a particular vote in a scheduled election.

(b) Is placed not sooner than 90 days prior to the scheduled election and is removed within 10 days after that election.

(c) Is no larger than 32 square feet.

(d) Has had a statement of responsibility filed with the department certifying a person who will be responsible for removing the temporary political sign and who will reimburse the department for any cost incurred to remove it.

§ 5405.5. Farm produce outlet locations; advertising displays

In addition to those displays permitted pursuant to Section 5405, displays erected and maintained pursuant to regulations of the director, which will not be in violation of Section 131 of Title 23 of the United States Code,¹ and which identify the location of a farm produce outlet where farmers sell directly to the public only those farm or ranch products they have produced themselves, may be placed or maintained within 660 feet from the edge of the right-of-way so that the copy of the display is visible from a highway.

The advertising displays shall indicate the location of the farm products but not the price of any product and shall not be larger than 150 square feet.

¹23 U.S.C.A. § 131.

§ 5405.6. Outdoor advertising displays exceeding 10 feet in length or width on land or right-of-way owned by Los Angeles County Metropolitan Transportation Authority

Notwithstanding any other provision of law, no outdoor advertising display that exceeds 10 feet in either length or width, shall be built on any land or right-of-way owned by the Los Angeles County Metropolitan Transportation Authority, including any of its rights-of-way, unless the authority complies with any applicable provisions of this chapter, the federal Highway Beautification Act of 1965 (23 U.S.C.A. Sec. 131), and any local regulatory agency's rules or policies concerning outdoor advertising displays. The authority shall not disregard or preempt any law, ordinance, or regulation of any city, county, or other local agency involving any outdoor advertising display.

§ 5406. Exemption of segments of highways within incorporated municipalities

The provisions of Sections 5226 and 5405 shall not apply to bonus segments

which traverse and abut on commercial or industrial zones within the boundaries of incorporated municipalities, as such boundaries existed on September 21, 1959, wherein the use of real property adjacent to and abutting on the national system of interstate and defense highways is subject to municipal regulation or control, or which traverse and abut on other business areas where the land use, as of September 21, 1959, was clearly established by state laws as industrial or commercial, provided that advertising displays within 660 feet of the edge of the right-of-way of such bonus segments shall be subject to the provisions of Section 5408.

§ 5407. Inapplicability of certain sections to penalty segments

The provisions of Sections 5226 and 5405 shall not apply to penalty segments which are located, or which are to be located, in business areas and which comply with Section 5408, except that Sections 5226 and 5405 shall apply to unzoned commercial or industrial areas in which the commercial or industrial activity ceases and is removed or permanently converted to other than a commercial or industrial activity, and displays in such areas shall be removed not later than five years following the cessation, removal, or conversion of the commercial or industrial activity.

§ 5408. Standards for advertising displays in business areas

In addition to the advertising displays permitted by Section 5405 to be placed within 660 feet of the edge of the right-of-way of interstate or primary highways, advertising displays conforming to the following standards, and not in violation of any other provision of this chapter, may be placed in those locations if placed in business areas:

(a) Advertising displays may not be placed that exceed 1,200 square feet in area with a maximum height of 25 feet and a maximum length of 60 feet, including border and trim, and excluding base or apron supports and other structural members. This subdivision shall apply to each facing of an advertising display. The area shall be measured by the smallest square, rectangle, triangle, circle, or combination thereof, which will encompass the entire advertisement. Two advertising displays not exceeding 350 square feet each may be erected in a facing. Any advertising display lawfully in existence on August 1, 1967, that exceeds 1,200 square feet in area, and that is permitted by city or county ordinance, may be maintained in existence.

(b) Advertising displays may not be placed that are so illuminated that they interfere with the effectiveness of, or obscure any official traffic sign, device, or signal; nor shall any advertising display include or be illuminated by flashing, intermittent, or moving lights (except that part necessary to give public service information such as time, date, temperature, weather, or similar information); nor

shall any advertising display cause beams or rays of light to be directed at the traveled ways if the light is of an intensity or brilliance as to cause glare or to impair the vision of any driver, or to interfere with any driver's operation of a motor vehicle.

(c) Advertising displays may not be placed to obstruct, or otherwise physically interfere with, an official traffic sign, signal, or device or to obstruct, or physically interfere with, the vision of drivers in approaching, merging, or intersecting traffic.

(d) No advertising display shall be placed within 500 feet from another advertising display on the same side of any portion of an interstate highway or a primary highway that is a freeway. No advertising display shall be placed within 500 feet of an interchange, or an intersection at grade, or a safety roadside rest area on any portion of an interstate highway or a primary highway that is a freeway and if the interstate or primary highway is located outside the limits of an incorporated city and outside the limits of an urban area. No advertising display shall be placed within 300 feet from another advertising display on the same side of any portion of a primary highway that is not a freeway if that portion of the primary highway is located outside the limits of an incorporated city and outside the limits of an urban area. No advertising display shall be placed within 100 feet from another advertising display on the same side of any portion of a primary highway that is not a freeway if that portion of the primary highway is located inside the limits of an incorporated city or inside the limits of an urban area.

(e) Subdivision (d) does not apply to any of the following:

(1) Advertising displays that are separated by a building or other obstruction in a manner that only one display located within the minimum spacing distances set forth herein is visible from the highway at any one time.

(2) Double-faced, back-to-back, or V-type advertising display, with a maximum of two signs per facing, as permitted in subdivision (a).

(3) Advertising displays permitted by subdivisions (a) to (c), inclusive, of Section 5405. The minimum distance between signs shall be measured along the nearest edge of the pavement between points directly opposite the signs along each side of the highway.

(4) Any advertising display lawfully in existence on August 1, 1967, which does not conform to this subdivision but that is permitted by city or county ordinances.

(f) "Urban area," as used in subdivision (d), shall be determined in accordance with Section 101(a) of Title 23 of the United States Code.

§ 5408.1. Displays beyond 660 feet of right-of-way of interstate or primary highway in nonbusiness area; removal of existing displays

(a) No advertising display shall be placed or maintained beyond 660 feet from



March 25, 2013

Mr. Alan Bell, Deputy Director
Ms. Daisy Mo, Planning Associate
City of Los Angeles Department of City Planning
200 N. Spring Street
Los Angeles, CA 90012

Dear Mr. Bell and Ms. Mo:

The Los Angeles Outdoor Advertising Coalition once again thanks the City for convening the Billboard and Visual Landscape Visioning Group, which we think was very successful in bringing a truly broad array of perspectives to the table as we envision the role of digital outdoor advertising in the Los Angeles of the future.

An issue of importance identified by many of the stakeholders during the Visioning process was setting the City on a path toward the rationalization of sign regulation and a reduction of the total signage in the City. The LA Outdoor Advertising Coalition recognizes these goals and supports a variety of creative paths toward overall sign reduction, such as context-sensitive zoning and sign relocation agreements. One important consideration in tackling these projects that was not clearly expressed in the Visioning process, however, is the fact that signs, like other private property in the City, are attended by property rights, and programs to curtail or modernize them must meet legal and constitutional protections for property.

In particular, efficient deployment of the limited resources for sign enforcement have been hindered by the absence of a mechanism to distinguish between older lawful signs for which the City may have trouble finding antiquated permits, and illegal signs that were built without permits or altered in violation of building regulations. The purpose of this letter is to provide some background for a "Building Permit Replacement" plan, which can advance multiple regulatory and community goals while respecting property rights. This plan could be implemented with modest changes to the current Off-Site Sign Periodic Inspection Program Ordinance.

1. Summary of the Issue

Prior to implementing comprehensive off-site sign regulations in 2002, the City historically maintained very poor permit records for signs. As a result, the City is currently unable to locate building permits for hundreds of old billboards, which creates regulatory

confusion because State law regards older signs as presumptively lawful. Enforcement directed at lawful older signs where a permit is missing results in a diversion of City resources from investigating illegal signs and typically leads to expensive and protracted administrative proceedings and litigation.

2. Proposed Solution: Building Permit Replacements

The City's revised sign regulations should include a process for issuing building permit replacements for older, lawfully existing off-site signs where an original building permit cannot be found. Upon satisfactory proof that a sign has been in place for at least 15 years without being subject to enforcement and upon proof that the sign could have been permitted at the time the sign was erected, DBS would issue a replacement permit. Permit replacements would allow the City to focus enforcement against the proliferation of illegal signs, rather than targeting signs that have been a legal part of the cityscape for half a century or longer and are legally entitled to continue.

3. Background

Billboards have been an integral part of the Los Angeles landscape and an important resource for the local business community for well over one hundred years, with signs playing no small part in the City's remarkable twentieth-century expansion. Hundreds of the billboards that once advertised the films of Hollywood's Golden Age and Ford's Model A are still standing today. Hundreds more, built after the Second World War to greet the westward baby boom, are still standing. These signs have benefited the local economy for decades and have also been an important income source for local property owners who have often bequeathed sign leases to their children and their grandchildren.

It was not until 1986 that the City government adopted its first comprehensive regulation of off-site signs (billboards) as a distinct form of communication from on-site signs. It would be another sixteen years, until 2002, before the City would amend the Municipal Code to limit the installation of new billboards. Also in 2002, the City initiated the Off-Site Sign Periodic Inspection Program ("OSSPIP") to document the number and size of signs in the City and to ensure compliance with the new comprehensive regulations.

Until the late 1990s and early 2000s, one of the significant impediments to effective sign regulation has been the City's historically deficient building records for signs. DBS and the City have admitted, on numerous occasions, that the City's permit files are incomplete and in disarray. Indeed, one of the factors motivating a punishing (and legally unsustainable) sign inspection fee implemented in 2002 was to seek to bring DBS resources to contend with its shoddy recording keeping.

For example, the motion to build a citywide sign inventory, which was adopted by the City Council on January 16, 2002, states, "No one seems to know how extensive the problem is, where the billboards are, whether they have permits." At the Council meeting regarding this motion, Councilmember Hal Bernson explained that "I wanted to tell you that Building and Safety doesn't have records of some of this stuff." Councilmember Hahn concurred:

“sometimes our own department of Building and Safety doesn’t have the records on what’s legal and what’s not legal. I think that’s a problem.”

This was borne out during litigation concerning the City’s inspection fee. In 2005, the Chief of the DBS Code Enforcement Bureau Chief at the time, David Keim, testified that the absence of a permit in the City’s files did not necessarily indicate that a sign was not lawfully erected. Bradley Neighbors, then a Principal Inspector, testified that there had been instances where an Order to Comply had been issued to a sign company to have permits turn up later. Several years later, Councilmember Weiss explained on the November 28, 2006 episode of AirTalk that “a lot of the other problems lie in the fact that the City of LA has never kept good records about its billboards. The City itself doesn’t seem to know, the City’s Building and Safety Department doesn’t seem to know which signs are legal and which signs are not legal.”

The City’s incomplete records have presented an acute challenge for DBS as it has sought to build the OSSPIP sign inventory particularly with respect to older signs. In particular, in the years prior to any regulation of off-site signs in 1986, and even prior to ban on new off-site signs in 2002, the companies that owned the signs had no independent reason to maintain permit records (because signs were rarely subject to efforts to have them removed and, besides, owners could always re-apply for new permits if any permitting issue came up). On top of that, many older permits are stored on microfiche, which is incomplete and mislabeled, or have long since been warehoused outside of the City and lost. Not only that, all signs present a challenge because permits are often not matched with the correct parcel and are frequently associated with a variety of different street addresses. DBS has in the past issued blanket orders to comply for permitting violations only to rescind the vast majority of them when the sign-owner was able to find a mis-filed permit.

Los Angeles is not the only city with old billboards, of course, and it is not the only City with these recordkeeping challenges. For this very reason, the California Business and Professions Code includes special provisions to protect older signs from being wrongfully condemned: section 5216.1 of the Business and Professions Code establishes an evidentiary presumption that any sign that has been in place for five years or more without ever receiving written notice of a violation is presumed to be lawfully erected and may not be curtailed without the payment of just compensation to the sign owner. Thus, where a sign owner has evidence that her sign has been in place for decades and has not been the subject of enforcement, the City cannot take away her property without payment for the sign, unless of course the City has evidence that the sign is illegal. But, by the City’s own admission, the absence of a building permit in its 2013 archives is simply not evidence that a sign built in 1933 did not receive all of the approvals required eighty years ago.

For the past few years, older signs where a permit cannot be found have therefore been in state of limbo. DBS and property owners both deserve clarity as to the status of these signs. Given the presumptively lawful status of these signs, the City does not have a strong likelihood of success if it chooses an adversary process. Moreover, the law requires that the property owner first exhaust all of the City’s administrative review processes and then file lawsuit before receiving compensation. The City should take action to avoid these unnecessary costs.

Simply, there is no public policy justifying the City to initiate hugely expensive litigation over every antiquated sign in the City and no significant public demand for such measures. DBS has long recognized and acted upon its discretion to accept documentation concerning a sign's lawful construction in lieu of permits that could not be located. As David Keim testified in 2004: "The other thing we do by policy is – is not only search all of our records thoroughly, we will try to establish how long the sign has been there in some cases. If it is an electrified sign for lights we may ask sometimes for DWP records, but we will also ask the sign company if they can produce any kind of documentation to show that it was lawfully erected." In fact, in a citywide inventory of off-site signs that DBS compiled in November 2012, DBS has for hundreds of signs noted that the signs are "presumed lawful pursuant to California Bus. & Prof. Code 5216.1."

Despite these promises to accept substitute documentation in lieu of a building permit, administrative and court battles continue concerning the City's efforts to remove older signs without the payment of compensation, draining countless resources from far more pressing enforcement concerns.

4. Legislative Proposal

To facilitate the Department of Building and Safety's inspection and enforcement efforts, the City should create a process to issue Building Permit Replacements for older off-site signs, provided that the sign owner or operator can demonstrate that the sign was lawfully erected under the provisions of the Municipal Code in effect at the time the sign was erected or subsequently modified. Replacement permits would help DBS and sign operators alike to maintain consistent records and facilitate DBS's triennial OSSPIP inspection process.

Proposed revisions to the City's OSSPIP ordinance are attached as Attachment A, which shows the proposed changes to the current language in redline format. In plain terms, the Building Permit Replacement program would work as follows:

- If DBS concludes that a sign was erected before July 1, 1986, when the City first began distinguishing between on-site and off-site signs, and that any subsequent modifications to the sign could have been lawfully made at the time the modifications were made, then the sign would be entitled to be issued a replacement permit.
- If the sign was erected or modified after July 1, 1986 but prior to July 1, 1998, during a time when the City's permit records were still grossly inadequate, the sign's owner or operator would be entitled to obtain a Building Permit Replacement, but only if DBS concludes that the sign could have been lawfully erected under the provisions of the Municipal Code in effect at the time the sign was erected, and that any subsequent modifications could also have been lawfully made at the time they were made.
- If a sign was erected or modified in the last fifteen years, *i.e.*, after July 1, 1998, it would not be entitled to a building permit replacement through this process.

The Building Permit Replacement proposal builds upon and streamlines a program that began in City of San Francisco, which has had to confront many of the same challenges in harmonizing modern sign enforcement goals, poor record keeping, and substantial vested property rights in old signs. S.F. Municipal Code section 604.1(c). Under the San Francisco

program, sign owners are entitled to "in lieu" permits in comparable circumstances where the City cannot rebut the presumption that a sign is lawfully erected.

Whether the City of Los Angeles uses the term "in lieu" or the term "replacement building permit" the policy principle that a city should not and may not exploit its own poor record keeping to deprive a property owner of a valuable property right remains unassailable.

Besides ensuring basic fairness and respect for longstanding property rights, Los Angeles will find, as San Francisco has found, that replacement permitting allows a City to synchronize rigorous modern day regulation with the realities of older signs in a manner that will actually help to ensure that the signs are operated in accordance with the appropriate conditions specified in the replacement permits. And, instead of targeting decades-old signs that pre-date the City's ban on new off-site signs, replacement permits would free the City to concentrate enforcement resources on instances where unscrupulous actors have flouted the law and erected new structures after the City had announced its policy of limiting new signs

Thank you again for the opportunity to participate in the Billboard and Visual Landscape Visioning Group meetings and for this opportunity to comment. We look forward to continuing to work with the City and all stakeholders on devising clear, reasonable, and workable ordinances and principles that permit off-site digital signage in Los Angeles and make the City the model for regulating off-site digital signs.

Sincerely,

A handwritten signature in cursive script, reading "Stacy Miller".

Stacy Miller
Los Angeles Outdoor Advertising Coalition (LAOAC)

ATTACHMENT A

91.6205.18. Off-Site Sign Periodic Inspection Program.

91.6205.18.1. General. All off-site sign structures as defined in Section 14.4.2 of the LAMC and subject to the provisions of Chapter I of the LAMC, are subject to regular inspection. Inspection shall occur once in the initial three year period starting on February 1, 2009 and subsequent inspections shall be conducted in three year intervals by the Superintendent or an authorized representative. Inspections may also be complaint-based.

91.6205.18.2. Fees for Inspection. This fee shall be known as the "**Off-Site Sign Periodic Inspection Fee**". The person in control of an off-site sign structure subject to inspection shall pay a regulatory fee of \$186.00 to the Department and provide a copy of a valid permit issued by the City of Los Angeles for each off-site sign structure, ~~or a~~ copy of a valid permit issued by the appropriate jurisdiction if the lot was annexed to the City of Los Angeles or a Building Permit Replacement issued pursuant to Sec. 91.6205.18.6 of this division. The person in control of an off-site sign structure shall pay a regulatory fee of \$342.00 if valid permits or Building Permit Replacements are not provided.

The regulatory fee shall be due on February 1 every three years starting on February 1, 2009. If the fees are not paid on or before the last day of the month in which they are due, a monthly penalty equal to five percent of any outstanding fees, but not less than \$10.00, shall be added to those fees each month until the outstanding fees are paid. Should the person in control fail to pay the required fee, the City of Los Angeles will recover it, plus accrued penalties, utilizing any remedies provided by law.

The Department shall cause all money collected pursuant to this section to be deposited into the Off-Site Sign Periodic Inspection Fee Trust Fund described in Section 5.111.17 of the Los Angeles Administrative Code for purposes of disbursement as that section permits. The Department of Building and Safety shall report to the City Council on the actual costs of the regulatory program at the end of each three year cycle no later than June 30 of the third year.

The regulatory fee shall be used to finance the costs of administering the inspection program, including but not limited to, inspection, issuance of inspection certificates and maintenance of an off-site sign structure database. Payment of the fee shall not create a presumption that the sign is lawfully erected, as that term is defined in Section 91.6205.18.7 of this division.

91.6205.18.3. Inspection Certificate. The Department shall issue a certificate of compliance when appropriate fees have been paid, inspections have been conducted and the off-site sign structure has been determined to be in compliance the terms of the permit described in Sec. 91.6205.18.2 of this division and with all applicable regulations at the time the permit was issued or the terms of the Building Permit Replacement

time it was modified before the Department shall issue a BPR. If site characteristics make such compliance infeasible or impractical, the Department shall issue a BPR if the structure does not deviate more than 10 percent from the height, size, shape, projection, location, or clearance requirements in effect at the time the modification was made or 10 feet from the height or clearance requirements, whichever is greater.

91.6205.18.7. Building Permit Replacement Application Fee. The person in control of an off-site sign structure subject to inspection shall pay a regulatory fee of \$342 to the Department upon the submission of an application for a Building Permit Replacement pursuant to 91.6205.18.6. The applicant shall also provide the address of the sign structure, the date the structure was erected, a description of all subsequent modifications and the dates such modification were made, if known, and all supporting evidence in the applicant's possession.

The Department shall cause all money collected pursuant to this section to be deposited into the Off-Site Sign Periodic Inspection Fee Trust Fund described in Section 5.111.17 of the Los Angeles Administrative Code for purposes of disbursement as that section permits. The regulatory fee shall be used to finance the costs of administering the inspection program, including but not limited to, inspection, issuance of permits, Building Permit Replacements and inspection certificates, and maintenance of an off-site sign structure database.

91.6205.18.6.91.6205.18.8. Orders. If, upon inspection, the Superintendent or an authorized representative observes one or more violations of the LAMC, the Superintendent shall issue an Order to Comply. The person in control of the sign shall eliminate all violations by the compliance date stated on the Order to Comply.

91.6205.18.7.91.6205.18.9. Violations. If the Department determines that an off-site sign structure was not lawfully erected, then the off-site sign structure shall have its sign face removed and replaced with blank panels until the off-site sign structure is made to comply with the applicable provisions of the LAMC. The term "lawfully erected" means an off-site sign structure that was erected in compliance with the provisions of the LAMC in effect at the time of its erection or which was subsequently brought into full compliance with the provisions of the LAMC, except that the term does not apply to any off-site sign structure whose use was modified after erection in a manner that caused it to become illegal. A Building Permit Replacement issued pursuant to Sec. 91.6205.18.6 of this division shall be evidence that a sign was lawfully erected.

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Submitted in PLUM Committee
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Item No.: 1
Deputy: Comm from Public

No. B220198

**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT, DIVISION TWO**

SUMMIT MEDIA LLC,
Plaintiff, Respondent and Cross-Appellant,

VS.

CITY OF LOS ANGELES,
Defendant and Cross-Respondents

**CBS OUTDOOR INC. and
CLEAR CHANNEL OUTDOOR, INC.**

Real Parties in Interest, Appellants and Cross-Respondents

On Appeal From The Los Angeles County Superior Court
Honorable Terry A. Green, Honorable James C. Chalfant
Case No. BS116611

**APPLICATION FOR LEAVE TO FILE *AMICI CURIAE* BRIEF;
AMICI CURIAE BRIEF OF THE WESTWOOD SOUTH OF SANTA
MONICA BLVD. AND WESTWOOD HOMEOWNERS
ASSOCIATIONS IN SUPPORT OF PLAINTIFF/PETITIONER,
RESPONDENT
& CROSS-APPELLANT SUMMIT MEDIA LLC**

Michael J. O'Connor, Jr., SBN 202734
Shauna L. Sinnott, SBN: 228489
ANDREWS · LAGASSE · BRANCH & BELL, LLP
4365 Executive Drive, Suite 950
San Diego, CA 92121
Telephone: (858) 345-5080
Facsimile: (858) 345-5025
moconnor@albblaw.com
ssinnott@albblaw.com

Attorneys for Amici Curiae
The Westwood South of Santa Monica Blvd. Homeowners Association and
The Westwood Homeowners Association

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**APPLICATION FOR PERMISSION
TO FILE AMICI CURIAE BRIEF**

**TO THE HONORABLE PRESIDING JUSTICE AND ASSOCIATE
JUSTICES OF THE COURT OF APPEAL OF THE STATE OF
CALIFORNIA FOR THE SECOND APPELLATE DISTRICT,
DIVISION TWO:**

Pursuant to California Rules of Court, Rule 8.200(c), the Westwood South of Santa Monica Blvd. Homeowners Association ("WSSM") and The Westwood Homeowners Association ("WHA") (together "*Amici*") respectfully request permission to file an *Amici Curiae* brief in support of Respondent Summit Media.

STATEMENT OF INTEREST

Amici are comprised of large groups of homeowners who live in the areas that are directly affected by the private settlement agreement ("Settlement Agreement") entered into between the City of Los Angeles ("the City") and CBS Outdoor Inc./Clear Channel Outdoor, Inc. ("CBS/CC"), which agreement is at issue on appeal.

A. Westwood South of Santa Monica Blvd. Homeowners Association

WSSM is a non-profit homeowners association that represents over 3,800 residential property owners located between Santa Monica Boulevard (on the north), Pico Boulevard (on the south), Beverly Glen Boulevard (on the east) and Sepulveda Boulevard (on the west) in West Los Angeles.

B. The Westwood Homeowners Association

WHA is a non-profit homeowners association that represents approximately 2500-plus residential property owners located between Wilshire Boulevard (on the north), Santa Monica Boulevard (on the south),

Club View Drive (on the east) and Sepulveda Boulevard (on the west) in West Los Angeles.

WSSM and WHA are located in the areas governed by the Los Angeles Municipal Code ("LAMC"), as well as the Westwood/Pico Neighborhood Oriented District ("NOD") and Westwood Boulevard Pedestrian Oriented District ("POD"), all of which govern land use in the area. Accordingly, *Amici*, and their constituent homeowners' interests, are directly affected by the erection and/or digitalization of certain billboards purportedly allowed by the parties' private Settlement Agreement, in contravention of the LAMC, NOD and POD regulations.

This litigation was initiated by one billboard company (Summit Media, LLC) against the City and two other billboard companies (CBS/CC) because the Settlement Agreement gives the two settling billboard companies a competitive advantage over the suing billboard company. Lost in the shuffle, and certainly not about to be brought up by these parties, are the legal interests of the ordinary citizens who are impacted adversely by the billboard companies' and by the City's illegal "agreement" allowing any or all of them to violate municipal codes and ordinances enacted to protect the citizens from harm. *Amici* represent the citizens who live in the area of immediate impact, whose homes and streets are detrimentally affected by the very existence of the billboards that all parties in the action seek to impose upon the landscape, by hook or by crook. *Amici* play an important role in bringing to the attention of the Court factors that neither the litigating billboard companies, nor the City, discuss, which is the underlying *raison d'être* for the codes and ordinances being violated by the devil's bargain struck-- the prevention of blight, nuisance and harm.

Absent this Court's voiding the private Settlement Agreement at issue, WSSM and WHA homeowners would be required to endure new and/or modified billboards promulgated pursuant to the parties' private

Settlement Agreement, despite the fact that City codes and ordinances clearly prohibited, and still do prohibit, such billboards and digital variations thereof.

As a result, WSSM and WHA homeowners' community, property values and daily quality of life are directly and negatively impacted by the City and CBS/CC's illegal Settlement Agreement. Further, the ability of residents to rely on local ordinances and regulations, and the process by which they were and are promulgated, will be significantly diminished, if not extinguished, if the trial court decision were to be overturned.

PURPOSE OF THE PROPOSED BRIEF

Amici believe that the attached brief will assist the Court in evaluating and deciding this matter.

As briefly alluded to above, this case presents the question of whether this Court should affirm a trial court order striking the private Settlement Agreement reached between the City and CBS/CC, which agreement purports to allow CBC/CC to erect, maintain and/or digitalize (euphemistically phrased by the industry as "modernize") certain billboards and off-site signs, in direct conflict with the area's past, current and potentially future regulations, all of which are identified and discussed below.

Amici assists the Court by providing perspective on what the parties' Settlement Agreement really means for the local community and its residents, beyond the reasons provided by Respondent Summit Media (which is after all, a billboard company itself), as to why it should be set aside and voided. *Amici* speak in defense of the established land use planning process, which includes the public's participation in developing and revising planning documents and ordinances, including the 2000 and 2002 sign regulations promulgated by the City, including adopted, localized

planning directions (known as the “NOD” and the “POD,” discussed *post*) established specifically to govern, preserve, enhance and promote the character of the specified geographic areas. The surrounding residents relied on these regulations when purchasing and improving their properties and in planning for the future. Quite simply, development within a given jurisdiction must comply with the applicable municipal codes and these ordinances may be overruled or amended only by legislative action, not by private agreement. The City has overstepped its power by attempting to circumvent the formally adopted regulations related to the CBS/CC billboards within the stated areas, by exempting CBS/CC from their purview, and by contracting away its police power to CBS/CC. Because of the illegal Settlement Agreement, the residents within the surrounding communities, who remain governed by these laws, suffer permanent and severe negative impacts on their quality of life, home property values as well as the livability of their community, due to being improperly saddled with, illegal, intrusive and/or garish digitalized billboards throughout their community, with no help from the City and no available relief except through the courts.

DISCLOSURE STATEMENT

As counsel for *Amici*, we have reviewed the briefs filed in this case and believe this Court will benefit from additional briefing. We have attempted to supplement, but not duplicate, the parties’ briefs.

Pursuant to California Rules of Court, Rule 8.200(c), *Amici* state that no party or counsel for a party authored the proposed *Amici* in whole or in part and that no one (including a party or counsel for a party), other than *Amici* and their members, has made a monetary contribution to fund the preparation or submission of this proposed *Amici Curiae* brief.

This brief is timely, as it is filed within fourteen days after the last reply brief was filed. Accordingly, WSSM and WHA respectfully request that this Court accept and file the attached *Amici Curiae* brief.

Dated: April 4, 2012

ANDREWS · LAGASSE · BRANCH & BELL, LLP

By: _____



Michael J. O'Connor, Jr.

Shauna L. Sinnott

Attorneys for *Amici Curiae*

THE WESTWOOD SOUTH OF SANTA
MONICA BLVD. HOMEOWNERS
ASSOCIATION AND THE WESTWOOD
HOMEOWNERS ASSOCIATION
No. B220198

**IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA
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Real Parties in Interest, Appellants and Cross-Respondents

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**PROPOSED *AMICI CURIAE* BRIEF OF THE WESTWOOD SOUTH
OF SANTA MONICA BLVD. AND WESTWOOD HOMEOWNERS
ASSOCIATIONS IN SUPPORT OF PLAINTIFF/PETITIONER,
RESPONDENT & CROSS-APPELLANT SUMMIT MEDIA LLC**

Michael J. O'Connor, Jr., SBN 202734
Shauna L. Sinnott, SBN: 228489
ANDREWS · LAGASSE · BRANCH & BELL, LLP
4365 Executive Drive, Suite 950
San Diego, CA 92121
Telephone: (858) 345-5080
Facsimile: (858) 345-5025
moconnor@albblaw.com
ssinnott@albblaw.com

Attorneys for Amici Curiae
The Westwood South of Santa Monica Blvd. Homeowners Association and
The Westwood Homeowners Association

I. INTRODUCTION

Neither the City of Los Angeles ("the City") on the one hand, nor CBS Outdoor, Inc./Clear Channel Outdoor, Inc. ("CBS/CC") or Plaintiff/Respondent Summit Media, LLC, on the other, have fully and properly considered the impact that the private Settlement Agreement ("Settlement Agreement") will have on the people who live and work in the communities affected by the new and/or digitalized billboards contemplated therein. Nor has any party recognized and accounted for the regulations promulgated by these very communities and adopted by the City to protect their neighborhoods, and how the settlement completely disregards and vitiates those, as well as future, regulations.

Here, the Los Angeles Municipal Code ("LAMC"), as well as two ordinances discussed below, prohibit the issuance of permits for, as well as the alteration of, billboards and off-site signs. (3 AA 698; 5 AA 1378-82; 6 AA 1453; 10 AA 2692-96 (L.A. Mun. Code, §§ 14.4(B)(11), 12.21(A)(7)(1).) The Westwood/Pico Neighborhood Oriented District ("NOD") and Westwood Boulevard Pedestrian Oriented District ("POD") further regulate certain conduct within their borders, including the erection, proliferation and alteration of billboards and off-site signs. (L.A. City Ord. Nos. 171859, 174260.) In exercising this power, the LAMC, NOD and POD specifically banned the erection of any new billboards, the erection of any new (or alteration of any existing) off-site signs, and banned any billboards and off-site signs which flash or involve the appearance of movement.

CBS/CC attempted to circumvent the express terms of the LAMC, NOD and POD regulations by entering into a private Settlement Agreement with the City. This is despite the fact that they cried "*Foul*" when Respondent Summit Media attempted to do the same thing. However, the law is clear that the City may not exempt CBS/CC from zoning laws such

as the LAMC, NOD and POD regulations, nor may it contract away its police powers, and its attempt to do so is null and void.

Neither the City, nor CBS/CC, nor Summit Media, has a practical, vested interest in complying with the LAMC, NOD and POD regulations. On the other hand, WSSM, WHA and their members are directly governed by the LAMC, NOD and POD regulations and are affected by the billboards at issue, and therefore have a vested interest in the proper outcome of this litigation.

The community relied on the LAMC, NOD and POD regulations to plan and build their future. Allowing the City and CBS/CC to disregard and evade the LAMC, NOD and POD regulations by an agreement side stepping zoning regulations is not only contrary to well-established law, it would also have a permanent and severe effect on the community and its residents. Accordingly, to preserve and uphold the enforceability of the regulations, *Amici* respectfully submit that the proper outcome is for this Court to affirm the trial court's decision to set aside and void the Settlement Agreement.

II. BRIEF FACTUAL AND PROCEDURAL BACKGROUND

A. The City's Regulation of Billboards

In 2000 and 2002, the City passed ordinances that banned the erection of new "off-site" signs and billboards. The ordinances also banned the renovation or alteration of existing signs ("Sign Ban"). (3 AA 698, 6 AA 1453 [L.A. Mun. Code, §§ 14.4.4(B)(11), 12.21(A)(7)(1)].) Off-site signs and billboards advertise businesses, products or services sold or offered elsewhere than the premises where the sign is located. (3 AA 696 [L.A. Mun. Code, § 14.4.2].)

Pursuant to the Sign Ban, the City also enacted an Off-Site Sign Inspection Program that required the annual inspection of all off-site signs on private property in Los Angeles, the payment of fees by sign owners and

the issuance of a certificate of compliance by the City. (6 AA 1674-1675 [L.A. Mun. Code, § 91.6205.18].)

B. The Westwood/Pico NOD & Westwood Boulevard POD Also Regulates Billboards.

In 1998, the City of Los Angeles passed an ordinance establishing the Westwood/Pico Neighborhood Oriented District ("NOD") to preserve, enhance and promote the character of the Westwood/Pico area. (21 Appellants' Appendix ("AA") 3649-3656; L.A. City Ord. No. 171859.) In 2001, the City passed an ordinance establishing the Westwood Blvd. Pedestrian Oriented District ("POD"), a similar ordinance to the NOD that also was designed to encourage people in the surrounding neighborhoods to walk and shop along the designated streets. (21 AA 3651; L.A. City Ord. No. 174260.) Development within the NOD and POD must comply with NOD and POD regulations. (21 AA 3651-2652.) NOD and POD regulations specifically prohibit "off-site commercial signs" and signs that "flash, move or have the appearance of movement." (21 AA 3655; L.A. City Ord. Nos. 171859, 174260.)

C. CBS/Clear Channel Initiates Litigation Over The City's *Sign Inspection Program*.

In September 2002, CBS/CC filed suit against the City, claiming that the Off-Site Sign Inspection Program was invalid. (1 AA 185-216; 10 AA 2700-2716; 13 AA 3500-3519.)

D. Vista Initiates Litigation Over the City's *Inspection Fees*.

In October 2002, Vista Media Group, Inc. ("Vista") brought an action against the City, seeking to invalidate the City's ordinance imposing a periodic inspection fee for off-site signs. (2 AA 534-73.)

E. Vista Attempts Settlement With The City.

In 2005, Vista and the City attempted settlement of their dispute. However, CBS/CC challenged the settlement reached by Vista and the City *on the grounds that it illegally attempted to contract away the City's police power.* (10 AA 2716-56.)

F. City and CBS/Clear Channel Enter Into Settlement Agreement

Subsequently, in November 2006, the City and CBS/CC entered into a settlement agreement to resolve their dispute ("Settlement Agreement"). (1 AA 25-52; 12 AA 3361, 3370.) Amazingly, the Settlement Agreement seeks to exempt CBS/CC from numerous zoning and building laws (past and future), including many provisions of the Sign Ban, the NOD and POD.

- The Settlement Agreement requires the City to issue up to 10 permits monthly from each company (CBS and CC) upon request to "modernize" off-site signs by replacing existing billboards with new digital displays. (1 AA 30-32.) CBS/CC thereby digitalize the signs, use multi-colored LED lighting, and change the messages and content of the digitalized billboards as often as once every four seconds. (1 AA 32 (SA § 5(D)(i)).)

- The Settlement Agreement assigns such high priority to modernization permits, for CBS/CC only, such that if the City fails to process and issue the permits requested by CBS/CC within a given month, the City forfeits the ability to issue any and all building and demolition permits, to anyone:

"In the event that, despite its best efforts, the City is unable to process and act upon the permit applications within such time, and until the City has done so, the City shall refrain from acting upon any applications for building, demolition, or relocation permits for any structure, including but not limited to signs, submitted to it after the applicable Monthly Submission Date." (SA § 5(D)(ii).)

- The Settlement Agreement allows for non-compliant signs to remain, despite their non-compliance and conflict with LAMC Section 91.6205.18(3). (SA § 6(A).) The Settlement requires the City to provide CBS/CC with new permits for these illegal, but suddenly grandfathered, signs and, again, states that the City must issue permits for previously unpermitted signs upon request or forfeit its ability to issue any permits for demolition or construction in the entire City.

- The Settlement Agreement allows for new permits to be obtained by CBS/CC, despite the contradictory provisions of LAMC Sections 91.106.1, 96.205.1, and 91.6205.18 (9). (SA §§ 6(A)(i-ii), 7(A).)

- The Settlement Agreement mandates that permits issue to CBS/CC, without further review or opportunity to challenge and without a public process or public input, upon passing only an electrical and/or structural safety inspection. (10 AA 2657; SA § 5(B)(ii).)

- The Settlement Agreement also allows for the disregard of *future* zoning laws. (See, e.g., SA §§ 5(A)(iv), 6 (A)(iii)(c).)

The Settlement Agreement identifies some 10 separate City laws with which CBS/CC need not comply in undertaking the modernization of their signs. (1 AA 30-31; SA § 5(B)(ii).) The City agreed to issue these permits to CBS/CC only, and allow for the above despite the Sign Ban for new off-site signs, despite the City's strictly enforced ban on these sign improvements, despite the contradictory contents of the LAMC, NOD and POD, and despite the prior disallowed settlement agreement between the City and Vista.

G. *Amici* are Directly Impacted by Some of The Billboards at Issue

CC/CBS own billboards located within the WSSM and WHA communities. For example, CC owns a billboard located within the NOD at 2131 South Westwood Boulevard, just north of Olympic Boulevard ("CC Billboard"). Likewise, CBS owns a billboard located within the POD at

1333 South Westwood Boulevard, north of Rochester Avenue ("CBS Billboard").

After the City and CC/CBS entered into the Settlement Agreement, CC/CBS proceeded with requesting permits for modernization and began their installation. Thereafter, CC/CBS began work to install necessary electrical service, constructed necessary reinforcements to support electronic screens and associated operating equipment for the CC and CBS Billboards, first for the 2131 S. Westwood Blvd. sign and later for the 1333 S. Westwood Blvd. sign. When all alterations to the existing static signs and their support structures had been made, hoisting equipment was brought in to lift and install the large LED digital screens. Gone were the static, wood billboard signs. In their place, the community received large LED screens with glaring, bright, multi-colored and changing lights. These new billboards are located near intersections, often capable of distracting drivers and pedestrians alike and creating what is often referred to as flashing and/or flickering, resulting in what has come to be known as a "24-hour digital sunrise" in the local residents' community. This is not a minor alteration to an existing billboard creating minor inconvenience, but rather a major reconstruction and resulting in highly visible blight.

III. LEGAL DISCUSSION

Through their Settlement Agreement, CBS/CC and the City attempted to circumvent the LAMC, NOD and POD regulations. However, the trial court correctly ruled that neither party has the power to do so via private agreement. Further, the equities and public policy dictate that they be prevented from doing so. Accordingly, this Court should affirm the trial court's decision to set aside and void the Settlement Agreement.

A. If the Settlement Agreement is Not Set Aside, It Will Have a Permanent and Severe Affect on the Community and Its Residents.

The City has consistently recognized that off-site advertising creates visual blight and impairs traffic safety, while the courts have recognized that the City (and by extension, the LAMC) has a legitimate interest in protecting against such commercial blight and safety hazards. (*Metro Lights LLC v. Los Angeles* (9th Cir. 2009) 551 F.3d 898, 901-902.)

Further, several studies have been conducted to determine the impact that the digitalized billboards have on safety in the community. (See, e.g., P. Cairney and T. Gunatillake, *Roadside Advertising Signs – A Review of the Literature and Recommendations for Policy* (2000), Contract Report for RACV (Royal Automobile Club of Victoria); D.D., Beijer, Department of Mechanical and Industrial Engineering, University of Toronto, *Driver Distraction due to Roadside Advertising* (2002); CTC & Associates, *Transportation Synthesis Report*, Bureau of Highway Operations, Division of Transportation Infrastructure Development, Wisconsin Department of Transportation, *Electronic Billboards and Highway Safety* (2003); SWOV, Dutch National Road Safety Research Institute, *Advertising and Information Alongside the Road*, (2006), Fact Sheet, Leidschendam, The Netherlands; D. Crundall, E. Van Loon, and G. Underwood., *Attraction and Distraction of Attention with Roadside Advertisements* (2006). *Accident Analysis and Prevention*, 38 (4), 671-677.)

These studies conclude that billboards, and in particular digital billboards with changeable message displays, present an increased degree of hazard to drivers. (See, e.g., CTC & Associates, Bureau of Highway Operations, Division of Transportation Infrastructure Development, Wisconsin Department of Transportation, *Electronic Billboards and Highway Safety* (2003) *Transportation Synthesis Report*, at p. 5; P. Cairney

and T. Gunatillake, Roadside Advertising Signs – A Review of the Literature and Recommendations for Policy (2000) Contract Report for RACV, at pp. 3, 9; SWOV (Dutch National Road Safety Research Institute), Advertising and Information Alongside the Road (2006) Fact Sheet, Leidschendam, The Netherlands, at pp. 2, 4).) Because drivers tend to spend more time looking at these digital billboards than a regular static, wood billboard, especially at or near intersections, they are more likely to be involved in a traffic collision or similar incident. (*Ibid.*) These findings also have implications for pedestrian safety, since distracted drivers may be dangerous to all roadway users, including people traveling by foot or bicycle. The potential safety issues have a direct, adverse affect on the quality of life for residents who live and work in the area. In fact, studies of the effects and dangers of digital billboards continues to this day, due to significant and lingering concerns related to their placement, displays, and resulting effect on drivers and surrounding communities. (U.S. Dept. of Transportation, Federal Highway Administration, *The Effects of Commercial Electronic Variable Message Signs (CEVMS) on Driver Attention and Distraction: An Update*, Publication No. FHWA-HRT-09-018, pp. 11-12, 29 <<http://fhwa.dot.gov/realstate/CEVMS.pdf>> [as of April 2, 2012].)

An unregulated proliferation of signage within the surrounding communities also detracts from the underlying character and appeal of the neighborhoods. Residential use is allowed in all of the City's commercial zones, and, in fact, is often encouraged as part of urban development. Digital signage, such as the signs owned by CBS/CC within the surrounding communities, often create "sky glow" and can glare through residential windows and into homes, disturbing sleep and adding unwanted brightness and commercial messages around and within the home, which negatively impacts the quality of life for residents. Further, this unwanted

intrusion around and into the home (“light trespass”) is particularly burdensome at night when digital displays tend to dominate the visual environment. (See, e.g., *Digital Billboards: New Regulations for New Technology*, Illinois Coalition for Responsible Outdoor Lighting (May 2010) <<http://illinoislighting.org/billboards.html>> [as of Apr. 2, 2012]; Ian Lewin, *Digital Billboards Recommendations and Comparisons to Conventional Billboards* (2009) <<http://www.polcouncil.org/polc2/DigitalBillboardsIanLewin.pdf>> [as of Apr. 2, 2012].)

Since visually appealing communities tend to attract investment, those communities with more signage and visual blight face lower property values and decreasing economic vitality. (Jonathan Snyder, *Beyond Aesthetics: How Billboards Affect Economic Prosperity* (2011) <<http://scenic.org/blog/134-new-study-shows-billboards-hurt-nearby-property-values>> [as of Jan. 12, 2012].) Experienced realtors in the WSSM and WHA areas have also indicated that the value and desirability of homes adjacent to properties with digital billboards have been and will be diminished as a result of this proximity.

Moreover, the use of digital billboards negatively affects the environment, requiring thousands of diodes – the LED version of a bulb – be lit, and to change, 24 hours a day. These billboards are also computer operated, and often contain additional accessories, which in turn necessitates cooling by air conditioners or fans, which consume more energy. Thus, these billboards hinder communities’ ability to become greener and more environmentally friendly. (See, e.g., Gregory Young, *Illuminating Issues, Digital Signage and Philadelphia’s Green Future* (2010) <http://Scenic.org/storage/docuemtns/Digital_Signage_Final_Dec_14_2010.pdf> [as of April 2, 2012].)

For these reasons, several other cities have banned digital billboards, including San Francisco, Denver, Houston, Austin, and most recently, Tacoma, Washington, Durham, N.C. and Rapid City, S.D., as well as the states of Maine, Hawaii, Vermont and Alaska. (Maine, Me. Rev. Stat. Ann., Tit. 23, § 1901 et seq. (1980); Hawaii, Haw. Rev. Stat. § 264-71 et seq., § 445-111 et seq. (1976); Vermont, Vt. Stat. Ann., Tit. 10, § 488 et seq. (1973); Christopher Osher, *Denver Bans New LED Billboards* (Mar. 9, 2010) <http://www.denverpost.com/breakingnews/ci_14638259> [as of Jan. 3, 2012]; Ramona Du Houx, *Attack on Maine's Billboard Ban* (Apr. 26, 2011) <<http://www.maineinsights.com/perma/lepages-billboard-by-randell-berry>> [as of Jan. 12, 2012]; Larry Copeland, *More Cities Ban Digital Billboards* (Mar. 24, 2010) <http://www.usatoday.com/news/nation/2010-03-22-visual-soup_N.htm> [as of Jan. 3, 2012].)

In addition, the federal government prohibits billboards on federal land, and enacted the federal Highway Beautification Act of 1965, which requires that States eliminate billboards from areas adjacent to certain highways constructed with federal funds in order to “protect the public investment in such highways, to promote the safety and recreational value of public travel, and to preserve natural beauty.” (23 U.S.C., § 131; 34 CFR § 2921.0-6 (a) (1980).)

The very purpose of the LAMC, NOD and POD is to govern and preserve the character of the community, while encouraging people in the surrounding areas to walk and shop along the streets. The regulations are specifically designed to fulfill this purpose. Accordingly, CBS/CC's ability to disregard the LAMC, NOD and POD through the Settlement Agreement directly thwarts the purpose of the regulations. Moreover, the Settlement Agreement renders the LAMC, NOD and POD virtually meaningless, since a select group is exempted from complying with past and future zoning

laws. This establishes a dangerous precedent that cannot be allowed to stand. Because of the negative impact this Settlement Agreement will directly have on Los Angeles residents, this Court should affirm the trial court's decision to set aside and void the Settlement Agreement.

B. The Settlement Agreement Constitutes an *Ultra Vires* Act and Must Be Set Aside.

The Settlement Agreement was invalid when it was made and is void as a matter of public policy.

1. The City Cannot Contract Away its Police Power.

It is well settled that the City cannot contract away its police power. Because land use regulations such as zoning laws involve the exercise of government police power, the government may not contract away its right to exercise its police power. (See *Delucchi v. County of Santa Cruz* (1986) 179 Cal.App.3d 814, 823 [225 Cal.Rptr. 43]; *Avco Community Developers, Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 800 [132 Cal.Rptr. 386] [superseded by statute on other grounds].) "Municipalities may not waive or consent to a violation of their zoning laws, which are enacted for the benefit of public. Any such agreement to circumvent applicable zoning laws is invalid and unenforceable." (*League of Residential Neighborhood Advocates v. City of Los Angeles* (9th Cir. 2007) 498 F.3d 1052, 1056.) Accordingly, allowance or issuance of a permit that is inconsistent with an existing zoning ordinance is invalid as *ultra vires* and must be set aside. (See *Land Waste Management v. Contra Costa County Bd. of Supervisors* (1990) 222 Cal.App.3d 950, 959 [271 Cal.Rptr. 909] ("*Land Waste Management*").)

In passing establishing the LAMS, the NOD and the POD, the City and its residents defined specific regulations, for all, governing land use conduct, including the erection, placement and operation of billboards. The

LAMC, NOD and POD may be overturned only through the legislative process. (*Land Waste Management, supra*, 222 Cal.App.3d 950, 957-958.)

The LAMC, NOD and POD regulations clearly prohibit the erection of new billboards or the alteration of existing billboards or off-site signs. Yet, pursuant to the Settlement Agreement, the City must selectively allow CBS/CC to disregard, and/or violate some 10 separate City laws, and also disregard future laws. (1 AA 30-31; SA §§ 5(A)(iv), 5(B)(ii-iv), 6(A)(iii)(c).) This is improper; it is the very definition of illegally contracting away the City's police power.

Notably, and abhorrently, the Settlement Agreement also provides that, if any delays are experienced, the City agrees to process and approve CBS/CC's permits before anyone else's. (SA § 5(D)(ii).) Thus, we have here not only an illegal contracting away of police power, but also a contracting away of the manner in which the police power will be effectuated, as well as the (disparate) order in which citizens will be treated by the City. This type of private, preferential arrangement is not only illegal, it is the type of arrangement that will only exacerbate the current tenuous state of our economy should the issuance of permits to others actually be delayed or come to a halt.

2. The City Cannot Contradict its Current, or Future, Zoning Laws.

Additionally, the City cannot enter into an agreement which contradicts, or allows the contradiction of, current or future zoning laws.

The Settlement Agreement requires the City to issue new permits to allow CBS/CC to "modernize" off-site signs by replacing existing billboards with new digital LED displays. (1 AA 30-32.) However, the LAMC prohibits such activities. (3 AA 698, 5 AA 1378-82, 6 AA 1453, 10 AA 2692-96 (L.A. Mun. Code, §§ 14.4(B)(11), 12.21(A)(7)(1).) The NOD and POD also prevent "off-site commercial signs," as well as

billboards which “flash, move or have the appearance of movement.” (21 AR 3655; L.A. City Ord. Nos. 171859, 174260.) Yet, the private Settlement Agreement expressly calls for the permitting or re-permitting of signs which move, with no discretion, further review or input, in direct contrast to such regulations. (See, e.g., SA §§ 5(A), 5(B)(i) [“tri-vision structures... with *moving* three-sided slats”; “[signs]...change more than once”](emphasis added).)

The Settlement Agreement also allows non-compliant signs to remain, despite their non-compliance and being in conflict with LAMC Section 91.6205.18(3). (SA § 6(A).) The Settlement Agreement similarly allows new permits to be obtained by CBS/CC, despite the contradictory provisions of LAMC Sections 91.106.1, 96.205.1, and 91.6205.18 (9). (SA §§ 6(A)(ii), 7(A).)

The Settlement Agreement also mandates that permits issue to CBS/CC, *without further review/opposition*, upon passing only an electrical and/or structural safety inspection. (10 AA 2657.) However, the applicable regulations not only prohibit the erection of new billboards or the alteration of existing billboards or off-site signs, they certainly do not, and would not, restrict their current or future review to such limited and impractical criteria. (1 AA 30-31; 3 AA 698; 5 AA 1378-82; 6 AA 1453; 10 AA 2692-96; L.A. Mun. Code, §§ 14.4(B)(11), 12.21(A)(7)(1); SA §§ 5(B)(ii-iv), 6(A)(iii)(c).)

By agreeing to the above exemptions, the City has improperly attempted to give CBS/CC the right to disregard applicable regulations and erect, or alter, their billboards and signs, in direct conflict with existing (and future) regulations, while everyone else is explicitly prohibited from doing so. The law is clear that the City does not have the authority to circumvent the regulations via private settlement agreement. (See *Hansen Brothers v. Board of Supervisors* (1996) 12 Cal.4th 533, 564 [48 Cal.Rptr.

2d 778]; *Trancas Property Owners Assn. v. City of Malibu* (2006) 138 Cal.App.4th 172, 181-182 [41 Cal.Rptr.3d 200] ("*Trancas*"); *Smith v. City & County of San Francisco* (1990) 225 Cal.App.3d 38, 55 [275 Cal.Rptr. 17]; *League of Residential Neighborhood Advocates v. City of Los Angeles* (9th Cir. 2007) 498 F.3d 1052, 1056.)

Accordingly, for all of these reasons, this Court should affirm the trial court's decision to set aside and void the illegal Settlement Agreement.

3. The Courts Have The Power to Set Aside & Void The Settlement Agreement.

The courts have the power to set aside and void the Settlement Agreement. In light of all of the above, this court should affirm the lower court's decision to do so.

a. The Remedy is Authorized & Proper.

It is indisputable that mandamus is an appropriate remedy and is available where a violation of law is to be corrected, such as revoking a permit issued in violation of applicable laws or setting aside an illegal agreement. (See *Tustin Heights Association v. Board of Supervisors* (1959) 170 Cal.App.2d 619 [339 P.2d 914]; *Transdyn/Cresci v. City & County of San Francisco* (1999) 72 Cal.App.4th 746, 752 [85 Cal.Rptr.2d 512]; *Neighbors in Support of Appropriate Land Use v. County of Tuolumne* (2007) 157 Cal.App.4th 997 [68 Cal.Rptr.3d 882] ("*Neighbors in Support of Appropriate Land Use*"); *Trancas, supra*, 138 Cal.App.4th 172, 188.) Accordingly, such relief should be affirmed here.

b. No Equities or Estoppel Arguments Exist Which Favor CBS/CC, Nor May They Overcome Public Policy.

In addition to the above, a balancing of the equities and public policy dictate that the private Settlement Agreement be set aside.

First, CBS/CC knew going into the Settlement Agreement that it was *ultra vires*. Indeed, they had already challenged Vista's settlement with the City as such. (10 AA 2716-56.) Further, an agreement to allow the issuance of permits or licenses which violate zoning laws is void as a matter of law. (L.A. Mun. Code, §§ 11.02; 91.106.4.3.2; see also *Trancas*, *supra*, 138 Cal.App.4th, 172, 181-182, 188; *Horowitz v. City of Los Angeles* (2004) 124 Cal.App.4th 1344, 1356 [22 Cal.Rptr.3d 295]; *Neighbors in Support of Appropriate Land Use*, *supra*, 17 Cal.App.4th 997 [68 Cal.Rptr.3d 882], 1004.) Thus, CBS/CC cannot credibly argue that they did not know they were entering into an illegal contract, or that setting aside the Settlement Agreement is improper.

Further, failure to affirm the lower court decision would result in injury to the very public the zoning laws were designed to protect. The homeowners in the area affected, *i.e.*, WSSM and WHA, are foremost among the citizens for whom the zoning laws were meant to afford reliance and protection; to allow a private commercial interest to swallow and digest the wider public interest would be improper. (See, *e.g.*, *Pettit v. City of Fresno* (1973) 34 Cal.App.3d 813, 819, 823-824 [110 Cal.Rptr. 262]; *Golden Gate Water Ski Club v. County of Contra Costa* (2008) 165 Cal.App.4th 249, 262 [80 Cal.Rptr.3d 876]; *People ex rel. Dept. Pub. Wks. v. Ryan Outdoor Advertising, Inc.* (1974) 39 Cal.App.3d 804, 808, 812 [114 Cal.Rptr. 499].)

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IV. CONCLUSION

The City may not contract away its police powers and allow CBS/CC to circumvent, contradict or violate past and future zoning regulations. Because the Settlement Agreement does just that, the trial court properly set aside and voided the Settlement Agreement. WSSM and WHA respectfully request that this Court affirm the trial court's decision, to set aside and void the private Settlement Agreement.

Dated: April 4, 2012

ANDREWS · LAGASSE · BRANCH & BELL LLP

By: 

Michael J. O'Connor, Jr.

Shauna L. Sinnott

Attorneys for *Amici Curiae*

THE WESTWOOD SOUTH OF SANTA MONICA
BLVD. HOMEOWNERS ASSOCIATION AND
THE WESTWOOD HOMEOWNERS
ASSOCIATION

CERTIFICATE OF WORD COUNT

(Cal. Rules of Court, Rule 8.204(c)(1).)

Pursuant to California Rules of Court, Rule 8.204(c)(1), counsel for *Amici* hereby certifies that the text of this *Amici Curiae* brief consists of 7,076 words, including footnotes and excluding the caption, tables, signature block, and this certification, as counted by the Microsoft Word version 2010 word processing program used to generate the brief. Other than the proof of service, the font size is 13 point.

Dated: April 4, 2012

ANDREWS · LAGASSE · BRANCH & BELL, LLP

By: 

Michael J. O'Connor, Jr.

Shauna L. Sinnott

Attorneys for *Amici Curiae*

THE WESTWOOD SOUTH OF SANTA MONICA
BLVD. HOMEOWNERS ASSOCIATION AND
THE WESTWOOD HOMEOWNERS
ASSOCIATION

PROOF OF SERVICE

STATE OF CALIFORNIA – COUNTY OF SAN DIEGO

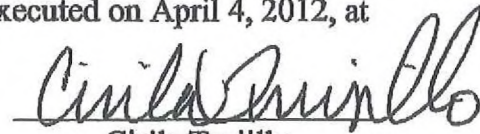
I, the undersigned, declare that I am a citizen of the United States and am employed in the City and County of San Diego, State of California. I am over the age of 18 and not a party to this action; my business address is: 4365 Executive Drive, Suite 950, San Diego, California 92121.

On the execution date indicated below I served the documents (s) described as: **APPLICATION FOR LEAVE TO FILE AMICI CURIAE BRIEF; AMICI CURIAE BRIEF OF THE WESTWOOD SOUTH OF SANTA MONICA BLVD. AND WESTWOOD HOMEOWNERS ASSOCIATIONS IN SUPPORT OF PLAINTIFF/PETITIONER, RESPONDENT & CROSS-APPELLANT SUMMIT MEDIA LLC** in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

PLEASE SEE ATTACHED SERVICE LIST

- () **BY MAIL.** I am familiar with this firm's practice of collection and processing correspondence for mailing with the United States Postal Service, and that the correspondence shall be deposited with the United States Postal Service this same day in the ordinary course of business pursuant to Code of Civil Procedure §1013a.
- () **BY PERSONAL SERVICE BY CAUSE.** Personal service by cause of said documents to be hand-delivered to the addressee(s) on said date below, pursuant to Code of Civil Procedure §1011.
- (X) **BY OVERNIGHT MAIL.** I deposited said document(s) in a box or other facility regularly maintained by the express service carrier providing NORCO OVERNITE overnight delivery pursuant to Code of Civil Procedure §1013(c).

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on April 4, 2012, at San Diego, California.


Cirila Trujillo

Summit Media, LLC v. City of Los Angeles, et al.
 Second Appellate District, Division Two – Case No. B220198
 (Los Angeles County Superior Court – Case No. BS116611)

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Westwood Homeowners Association

Incorporated 1961

P.O. Box 241986 Los Angeles, CA 90024

whawestwood@gmail.com

March 26, 2013

Los Angeles City Council
Planning and Land Use Committee
Committee Chairman Ed Reyes
Committee Member Jose Huizar
Committee Member, Mitch Englander
Via email - Attn: Sharon.gin@lacity.org
200 North Spring Street
Los Angeles, CA 90012

Re: Council File: 08-2020

Dear Councilmembers Reyes, Huizar and Englander:

We write to you once again to ask, encourage, energize, and even inspire you to pass the City's Sign Ordinance out of PLUM, with no changes, with all deliberate speed.

The threats and more from Clear Channel and CBS Outdoor are all to one end: delay any action on the Sign Ordinance. This gives them more time to try and convince you to ignore the will of the people of Los Angeles and modify (water down) the ordinance so they make more money. Time is money in this case and the more time you delay the more money they make. It's that simple.

But making money is not the name of the game. The name of the game is doing what's right, what's best for the City. You have the best interests of the City in your hands. You know the courts have spoken and the 100 digital billboards that are part of the Summit Media case must come down. We are all waiting for the Judge to sign the order. There are no more legal appeals. But there are appeals of another sort by CBS Outdoor and Clear Channel, but only if you let them.

Send a strong message to Clear Channel and CBS by saying "you lost." Pass the Sign Ordinance immediately and you'll be sending an even stronger message to the people. Thank you.

Sincerely,

Stephen Resnick, President
Westwood Homeowners Association

26 March 2013

MR. ED P. REYES,
Los Angeles City Council – Chair PLUM Committee

reyes@lacity.org

RE: SIGNAGE HEARING TODAY
COUNCIL FILE 88-2060
11-1705

Dear Councilman and PLUM Chair Reyes,

Uphold compliance by Summit Media LLC to comply with the California Supreme Courts decision.

Require all illegal signage be removed. Cited Signage would easily be a source of revenue for the City of Los Angeles

We generally support signage as being a vehicle to enliven the street scape and was on the committee

that supported instituting the Signage Overlay Zone in Hollywood.

We have been a members of the 13th Council District's Design Review Committee for over 25 years. I Co-Chair the HSDNC (Hollywood District Neighborhood Council) PLUM Committee and am a Partner in a local Hollywood architecture firm since 1983 and residents of Hollywood since 1977.

What we need is an open thoughtfully instituted City Policy - Not an immediate piecemeal decision or Action that mires the issue into undesirable situations. Digital Signage is only one element of a variety of applications.

Set a Precedent to all - Frivolous lawsuits and bullying by threats are not proper behavior to be rewarded.

Thank you for your consideration.



Pablo and Jackie Ruiz
Melrose Hill Residents

e-mail: alphadesignpartnership@vanoo.com

Cc: Council Members /City of LA PLUM Committee Members:

huiizar@lacity.org Englander@lacity.org

marcel.pooras@lacity.org

michae.logrande@lacity.org

kevin.keller@lacity.org

Steve Whittion – President HSDNC – chair@hsdnc.org

Juri Ripinski - Co-Chair HSDNC PLUM - jrgroup@aol.com

Ed Hunt - President Melrose Hill Neighborhood Association – edvhunt@earthlink.net

NOTE: PLACE COPY IN COUNCIL FILE



Community Health Councils, Inc.



3731 Stocker Street
Suite 201
Los Angeles, CA 90008

Tel: 323.295.9372
Fax: 323.295.9467
www.chc-inc.org

March 26, 2013

Ed P. Reyes, Chair
Planning and Land Use Management Committee
Los Angeles City Council
200 North Spring Street, room 410
Los Angeles, California 90012

Date: 3/26/13
Submitted in PLUM Committee
Council File No: 08-2020, 11-1705
Item No.: 1
Deputy: Comm from Public

Re: Recommendation for Billboards Ordinance/Visual Landscape Visioning Group

Dear Councilmember Reyes:

Community Health Councils (CHC) appreciate the efforts of the City Council, Department of City Planning and the Billboards/Visual Landscape Visioning Group to recognize and address the over-concentration of billboard advertising in many parts of Los Angeles and its impact on the community, particularly as it relates to the evolving technology of digital advertising. While the debate on the permitting of digital signs continues, we call on the City to take steps to improve the effectiveness of the current billboard policy by limiting and reducing the prevalence of billboard advertisements in close proximity to schools.

Our goal for participating in the Visioning Group was to shed light on how outdoor product messaging affects community health and wellness. This is sometimes a marginalized aspect of the current billboard advertising debate, but is still highly relevant, considering efforts to address the obesity and health-related illness epidemic current confronting Los Angeles.

South LA has a 26% higher density of billboard advertising than other communities. A large portion of the current outdoor advertising content in South LA promotes fast food restaurants and, particularly, those most unhealthy, high-sales menu items which are proven to hasten the onset of diabetes and other illnesses. Because the lack of healthy food access and the proliferation of fast food is well documented within the Los Angeles' "food desert", many Angelenos are only the more compelled by advertising to consume the cheapest, most convenient and least healthy eating options. Therefore, outdoor product messaging is a consideration that must be addressed if Angelenos are to attain better diets and enhanced health.

Advertising has a pervasive influence on children and adolescents and has been linked to childhood and adolescent obesity, poor nutrition, and cigarette and alcohol use. Advertisers are known to target young children in an effort to establish brand preference as early an age as possible. Data shows the average young person views more than 3000 ads per day. However, children younger than 8 years—are cognitively and psychologically defenseless against advertising and are unable to understand the notion of intent to sell and frequently accept advertising claims at face value. The primary effects of media exposure are increased violent and aggressive behavior, increased high-risk behaviors, including

Ed Reyes, LA City PLUM
Bill Board Ordinance – March 26, 2013

alcohol and tobacco use, and accelerated onset of sexual activity. Research has found strong associations between increases in advertising for non-nutritious foods and rates of childhood obesity¹

The proximity of billboards near schools where children spend much of their day, take-in an abundance of advertising and navigate a food retail environment designed to entice them is problematic. There is increasing adoption of land use policy at the federal, state and local level to restrict exposure for a variety of hazards by sensitive receptors including children in schools. For example, the City of Los Angeles adopted policy in 1998 to restrict tobacco advertising within 1,000 feet of schools.

In the same spirit as the highly successful tobacco-related advertising restrictions, our recommendation to the City Council is to include provisions in any new billboard/outdoor advertising ordinances that **restrict the marketing of any unhealthy food products** (exceeds USDA nutritional guidelines), **alcohol and adult entertainment within 1000 feet of schools**. CHC is glad to assist the City Council and the Department of City Planning in crafting future policy related to this concern in the future.

In addition to the above, any effort to allow for the permitting of electronic/digital signs must, at a minimum: (1) prohibit their installation within sufficient distance from residential properties, parks or open space to ensure compliance with acceptable illumination standards and limit the obstructive aspect of lighting; (2) require the removal of a significant (not less than 1: 100) existing stationary billboards prior to installation; (3) generate sufficient fees to fully support a robust enforcement program; and (4) prioritize the removal of existing and illegal signs from areas with disproportionately higher concentrations of billboards.

Thank you for considering these requests.

Respectfully,



Lark Galloway-Gilliam, MPA
Executive Director

cc: Councilmember Jose Huizar
Councilmember Mitchell Englander

¹ American Psychological Association (2004). *Report of the APA task force on advertising and children*. Washington, DC: Author. Retrieved from <http://www.apa.org/pi/families/resources/advertising-children.pdf>.

From: **Lisa Sarkin** <lsarkin@studiocitync.org>

Date: Wed, Mar 27, 2013 at 10:55 AM

Subject: Council File No. 11-1705

To: Sharon Gin <sharon.gin@lacity.org>, Shannon Hoppes <shannon.hoppes@lacity.org>

Cc: councilmember.english@lacity.org, councilmember.huizar@lacity.org, councilmember.reyes@lacity.org, Paul Krekorian <councilmember.krekorian@lacity.org>, Karo Torossian <karo.torossian@lacity.org>, Barbara Broide <bbroide@hotmail.com>, "John T. Walker" <jwalker@studiocitync.org>, Renee Weitzer <renee.weitzer@lacity.org>

Dear Councilmembers:

I am writing to express my personal feelings about what I saw and have seen at City Council Committee and City Council meetings related to the Sign Ordinance and Digital Billboards.

Yesterday during the PLUM meeting I realized that the Outdoor Advertising Media lawyers had brought and probably donated money to numerous Non-Profits and Unions to gather their support. I believe this process is legal but it is not ethical and presents further misrepresentation of the real issues facing property owners, especially residential homeowners. The jobs and non-profit support are short term, while the affects on the quality of life for residents is long lasting.

The lawyers for the Outdoor Advertising Media are paid to attend the city's hearings and meetings. Residents, Neighborhood Council and other interested parties are not paid and are not given the same access. This is a fundamental problem in our city.

I have already expressed my displeasure with the timing of important issues during holidays and vacations.

I believe the members of PLUM see through these attempts to tip the scales. It was shocking to me that several of the lawyers were allowed to manipulate the comment cards and/or stack the deck even further. I request that this process is no longer allowed.

Very truly yours, Lisa Sarkin (writing personally and not for the SCNC).

Lisa Sarkin, Vice President

Studio City Neighborhood Council Board Member

Chair Land Use Committee

CD2 Appointee - Ventura/Cahuenga Blvd. Corridor Specific Plan Review Board

SCNC office (818) 655-5400 Home office (818) 980-1010

FAX (818) 980-1011 Cell (818) 439-1674