



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#19-1056

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Alain E. Boileau, City Attorney

DATE: October 15, 2019

TITLE: Motion to Approve Amended and Restated Settlement Agreement
between the City of Fort Lauderdale and Outfront Media LLC -
(Commission Districts 1, 2, 3, and 4)

Recommendation

It is recommended that the City Commission approve the Amended and Restated Settlement Agreement between the City of Fort Lauderdale and Outfront Media LLC.

Background

In 2015 Outfront Media, LLC, the successor to National Advertising Company ("National"), which is in the business of outdoor advertising (billboards), filed a three (3) count complaint against the City seeking declaratory relief and damages based on the City's alleged refusal to comply with a Settlement Agreement entered into between the parties in 1992. The 1992 Settlement Agreement arose out of a lawsuit brought in federal district court by National alleging that the City had enacted ordinance(s) which violated certain provision(s) of the United States Constitution (commercial speech) with respect to the construction and maintenance of billboards within the City. The trial court entered a declaratory judgment in favor of National and the 11th Circuit Court of Appeals affirmed the trial court's ruling leading to the Settlement Agreement. The 1992 Settlement Agreement provided, inter alia, that in exchange for National waiving its claim for attorney's fees and damages and agreeing to reduce the overall number of billboards it had a right to maintain in the City from 33 to 23, the City agreed that National would be permitted to construct, maintain, repair, replace and relocate a limited number of billboards within the City, subject only to compliance with the South Florida Building Code and state billboard regulations. The 1992 Settlement Agreement further provided that National would have the right to rebuild, reconstruct, and repair existing billboards within 100 feet of their location; construction, operate and maintain new billboards within the City provided they were located on property adjacent to an interstate highway and zoned commercial or industrial, and when a billboard was erected it would cause the total billboards within the City to reach 23, an existing surface street billboard would be removed; and that building standards for both new and existing billboards would be governed by the South Florida Building Code, Chapter 479, Florida Statutes and Chapter 14-10, Florida Administrative Code.

The current dispute arises out of Outfront's request that it be permitted to "convert" some of the current permitted, non-movable single display billboards into billboards with digital automatic changeable message technology. In response, the City took the position that the multi-message face billboards are prohibited under the City's sign ordinance and the 1992 Settlement Agreement.

Resource Impact

There is no fiscal impact associated with approving the settlement agreement. However, if Outfront installs and/or operates any automatic changeable face billboards in the future, Outfront will remit an annual \$1,000.00 fee for each automatic changeable face.

Attachment

Exhibit 1 – Amended and Restated Settlement Agreement

Prepared by: Alain E. Boileau, City Attorney, City Attorney's Office

Charter Officer: Alain E. Boileau, City Attorney, City Attorney's Office