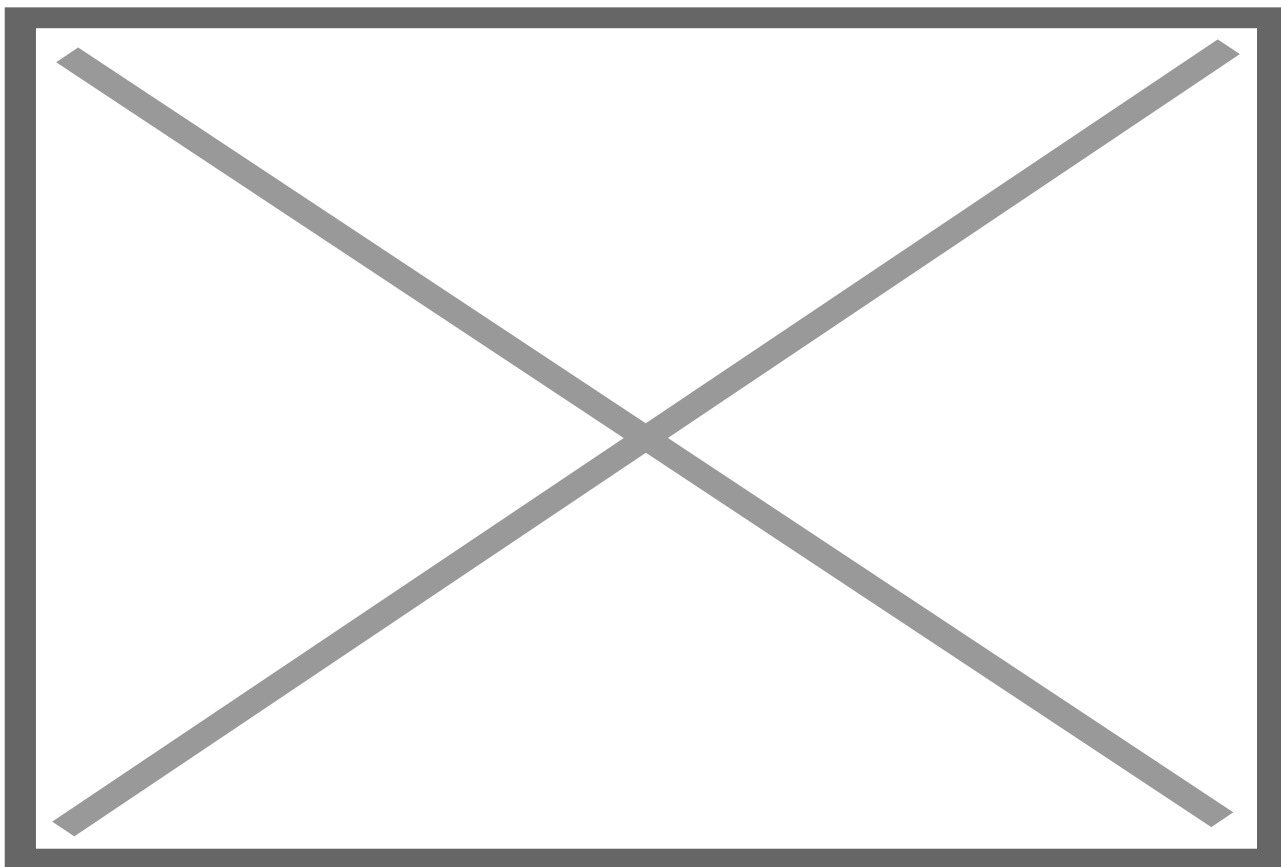


## City's Agreement to Extend Life of Billboards Violated Initiative Measure Prohibiting New Billboards

The Second District Court of Appeal held that the purported amendment of an agreement to extend the period in which billboards were permitted within the City constituted a new agreement and hence violated the terms of a ballot initiative prohibiting new billboards. *Citizens for Amending Proposition L v. City of Pomona*, No. (2nd Dist., Nov. 9, 2018). The City of Pomona entered into an agreement with Regency Outdoor Advertising allowing billboards alongside several Pomona freeways, but requiring their removal upon the agreement's expiration. Thereafter, Proposition L was passed prohibiting construction of new billboards within city limits. The City/Regency agreement expired in June 2014. One month later, the city council adopted an ordinance purporting to amend the agreement by extending it for an additional 12-year term. Plaintiffs sued, contending that the "amendment" was in fact a new agreement allowing new billboards in violation of Proposition L.



Preliminarily, the court rejected the City's argument that the plaintiffs lacked standing. It noted that both plaintiffs -- one of whom was a competitor of Regency -- were residents of the City and hence could assert public interest standing in having City laws enforced. The court also disagreed with the City's claim that Regency was an indispensable party and that the failure to include Regency within the applicable limitations period required dismissal of the suit. The agreement required Regency to pay the City \$1 million as consideration for the new agreement. Accordingly, the court reasoned, the interests of the City and Regency were aligned both legally and financially and Regency's interests were thus adequately protected by the City's assertion of its own interests in upholding the contract. On the merits, the court found that the purported

amendment of the City/Regency agreement was a nullity because the agreement had already expired at the time the amendment was approved by the city council. As a new agreement, it was subject to the rules, regulations, and official policies in force in the City at the time of its adoption, including Proposition L. The new agreement violated Proposition L because the original agreement had required removal of the billboards upon its expiration, and thus the new agreement effectively permitted billboards that would otherwise not have existed, contravening both the letter and spirit of the ballot measure.

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