

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida**

**FAIRWAY OUTDOOR FUNDING, LLC,**

**DOAH CASE NO. 19-0270  
DOT CASE NO.: 18-067**

**Petitioner,**

vs.

**DEPARTMENT OF TRANSPORTATION,**

**Respondent.**

**FINAL ORDER**

On November 8, 2018, Fairway Outdoor Funding, LLC, (Fairway), initiated this proceeding by filing a Request for an Administrative Hearing. The request was filed in response to a Notice of Intent to Revoke Sign Permit for Violation (Notice), issued by Respondent, Florida Department of Transportation (Department). On January 16, 2019, this matter was referred to the Division of Administrative Hearings. On February 26, 2019, the Administrative Law Judge entered an order relinquishing jurisdiction to the Department so that the parties could engage in settlement negotiations. The parties have since entered into the attached Stipulation of Settlement, resolving all issues.

**FINDINGS OF FACT**

1. On October 14, 2018, the Department issued Fairway a Notice of Intent to Revoke Sign Permit for Violation (Notice Number 56062) regarding outdoor advertising permit 2391, tag

number CH534, for a nonconforming sign that was destroyed and rebuilt in violation of Rule 14-10.007, F.A.C.

2. On November 8, 2018, the Department received a Request for an Administrative Hearing challenging the Department's Notice. The Request was assigned DOT Case No. 18-067.

3. On January 16, 2019, the Department referred this matter to the Division of Administrative Hearings.

4. On February 26, 2019, the Administrative Law Judge entered an Order Relinquishing Jurisdiction Without Prejudice and Closing File.

5. The Department and Fairway have agreed to amicably resolve the issue without the necessity of a hearing, under the terms set forth in the Stipulation of Settlement.

### CONCLUSIONS OF LAW

The Department has jurisdiction over the subject matter of and the parties to this proceeding pursuant to Chapters 120 and 479, Florida Statutes, and Chapters 14-10 and 28-106, Florida Administrative Code.

### ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, it is

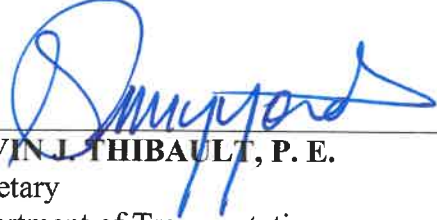
**ORDERED** that Fairway may continue to maintain the sign until July 30, 2020 and agrees to remove the sign at its own expense. It is further

**ORDERED** that if Fairway does not remove the sign by July 30, 2020, the Department will remove the sign and will assess all costs of removal against Fairway pursuant to section 479.10, Florida Statutes. It is further

**ORDERED** that Fairway's request for an administrative hearing is **DISMISSED**. It is further

**ORDERED** that the attached Stipulation of Settlement is incorporated into this Order by reference.

**DONE AND ORDERED** this 26<sup>th</sup> day of March, 2020.

for   
\_\_\_\_\_  
**KEVIN J. THIBAUT, P. E.**  
Secretary  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street  
Tallahassee, Florida 32399

FILED D.O.T. CLERK  
2020 MAR 26 AM 9:49

**NOTICE OF RIGHT TO APPEAL**

**THIS ORDER CONSTITUTES FINAL AGENCY ACTION AND MAY BE APPEALED BY ANY PARTY PURSUANT TO SECTION 120.68, FLORIDA STATUTES, AND RULES 9.110 AND 9.190, FLORIDA RULES OF APPELLATE PROCEDURE, BY FILING A NOTICE OF APPEAL CONFORMING TO THE REQUIREMENTS OF RULE 9.110(d), FLORIDA RULES OF APPELLATE PROCEDURE, BOTH WITH THE APPROPRIATE DISTRICT COURT OF APPEAL, ACCOMPANIED BY THE APPROPRIATE FILING FEE, AND WITH THE DEPARTMENT'S CLERK OF AGENCY PROCEEDINGS, HAYDON BURNS BUILDING, 605 SUWANNEE STREET, M.S. 58, TALLAHASSEE, FLORIDA 32399-0458, WITHIN 30 DAYS OF RENDITION OF THIS ORDER.**

Copies furnished to:

David Tropin, Esq.  
Assistant General Counsel  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 58  
Tallahassee, Florida 32399

Michael Green  
Outdoor Advertising Administrator  
Department of Transportation  
Haydon Burns Building  
605 Suwannee Street, M.S. 22  
Tallahassee, Florida 32399-0450

Thornton Williams, Esq.  
Post Office Box 10109  
Tallahassee, Florida 32302  
twilliams@twalaw.com



*Florida Department of Transportation*

605 Suwannee Street  
Tallahassee, FL 32399-0450

**RON DESANTIS**  
GOVERNOR

**KEVIN J. THIBAUT, P.E.**  
SECRETARY

**DELEGATION OF AUTHORITY**

I, Kevin J. Thibault, P.E., Secretary of the Florida Department of Transportation, delegate to Tom Byron, P.E. as the Assistant Secretary for Strategic Development and Courtney Drummond, P.E. as the Assistant Secretary for Engineering and Operations, and Stacy Miller, P.E., as the Assistant Secretary for Finance and Administration, the authority and responsibility to take action on my behalf at anytime during my absence from the Department headquarters in Tallahassee. I also rescind any prior delegations to the contrary.

Kevin J. Thibault, P.E., Secretary  
Florida Department of Transportation

4/24/2019

Date

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**STIPULATION OF SETTLEMENT**

Fairway Outdoor Funding, LLC, (“Fairway”), and the Florida Department of Transportation, (“Department”), together referred to as “Parties,” enter into this Stipulation of Settlement (“Stipulation”) and agree as follows:

**WHEREAS**, Fairway is the permit holder for a sign with tag number CH534 and permit number 2391, located in Gadsden County, Florida (“Sign”).

**WHEREAS**, on October 14, 2018, the Department issued a Notice of Intent to Revoke Sign Permit for Violation, notice number 56062 (“Notice”) for the Sign. The Department asserts that the Sign is a nonconforming sign and may not continue to exist once it has been destroyed.

**WHEREAS**, on November 8, 2018, Fairway requested a hearing challenging the Department’s Notice.

**WHEREAS**, on January 16, 2019, this matter was referred to the Florida Division of Administrative Hearings.

**WHEREAS**, the Department and Fairway, have agreed to amicably resolve this issue without the necessity of a hearing, under the terms set forth in this Stipulation of Settlement.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. The provisions of the foregoing whereas clauses are incorporated in and made a part of this Stipulation.
2. Fairway may continue to maintain the Sign until July 30, 2020 and agrees to remove the Sign at its own expense. If the Sign is not removed by July 30, 2020, the Department will remove the Sign and will assess all costs of removal against Fairway pursuant to section 479.10, Florida Statutes.
3. As of July 30, 2020, Fairway's permit for the Sign will be revoked.
4. Fairway waives its right to an administrative hearing on the matters contained in its request for hearing.
5. Nothing in this Stipulation prevents the Department from taking all action available under Florida law if a new violation involving the Sign occurs.
6. Nothing in this Stipulation prevents Fairway from defending any new violation notices from the Department.
7. Each Party shall bear its own costs and attorney's fees in this proceeding.
8. Fairway, for itself and its attorneys, administrators, heirs, and assigns, unconditionally releases and forever discharges the State of Florida and the Department and its Secretary, agents, employees, representatives, insurers, and attorneys from any and all charges, complaints, claims, liabilities, demands, actions, causes of actions, suits, damages, losses, and expenses of any nature, including attorney's fees and costs, whether known or unknown,

whatsoever arising from any or all of the facts or circumstances which give rise to, or related to this issue in any manner.

9. Any failure of any party to insist upon the strict performance of any terms or provisions hereof shall not be deemed to be a waiver of any of the terms and provisions thereof.

10. This Stipulation is contingent upon the approval of the Secretary of the Department of Transportation by Final Order. Until such Final Order is received, the Department incurs no liability or obligation whatsoever pursuant to this Stipulation.

**Authority to Sign.** Each individual signing this Stipulation directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the Party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile or as a pdf copy to electronic mail shall be treated as original for all purposes.

**IN WITNESS THEREOF**, the parties hereto have executed the foregoing Stipulation of Settlement.

Signed this 13<sup>th</sup> day of March, 2020.

**FLORIDA DEPARTMENT OF TRANSPORTATION**

By: 

Printed: Kenneth J. Fye

Legal Review:

By: 

David Tropin  
Assistant General Counsel



**FAIRWAY OUTDOOR FUNDING, LLC**

Signed this 12<sup>TH</sup> day of MARCH, 2020.

By: Deb E

Title: GENERAL MANAGER

Printed: Deb Einfinger