

MEMORANDUM

Agenda Item No. 11(A)(7)

TO:	Honorable Chairman Anthony Rodriguez and Members, Board of County Commissioners	DATE:	October 20, 2026
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution approving the settlement in <i>Road.Space Media Miami LLC v. Miami-Dade County et al.</i> , Case No. 2023-026498 CA 01, pending in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, and <i>Road.Space Media LLC v. Miami-Dade County</i> , Case No. 1:19-cv-21971-RNS, pending in the United States District Court, Southern District of Florida; authorizing the County Mayor to execute the attached settlement agreement and exercise and enforce all terms contained therein

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/smm

MDC001



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: October 20, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
10-20-26

RESOLUTION NO. _____

RESOLUTION APPROVING THE SETTLEMENT IN ROAD.SPACE MEDIA MIAMI LLC V. MIAMI-DADE COUNTY ET AL., CASE NO. 2023-026498 CA 01, PENDING IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA, AND ROAD.SPACE MEDIA LLC V. MIAMI-DADE COUNTY, CASE NO. 1:19-CV-21971-RNS, PENDING IN THE UNITED STATES DISTRICT COURT, SOUTHERN DISTRICT OF FLORIDA; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE ATTACHED SETTLEMENT AGREEMENT AND EXERCISE AND ENFORCE ALL TERMS CONTAINED THEREIN

WHEREAS, on May 15, 2019, Road.Space Media LLC (“RS”) filed a lawsuit against the County (*Road.Space Media LLC v. Miami-Dade County*, Case No. 1:19-cv-21971-RNS) in the United States District Court, Southern District of Florida, challenging article VI of chapter 33 (the “Sign Code”), claiming that the Sign Code’s content-based restrictions on what signs could be displayed violated free speech protections (the “Federal Lawsuit”); and

WHEREAS, thereafter, on January 19, 2022, the Board of County Commissioners (“County Commission”) adopted Ordinance No. 22-4 to comprehensively re-write the Sign Code (the “Sign Code Rewrite Ordinance”); and

WHEREAS, the Sign Code Rewrite Ordinance included an uncodified section 5, which provided that for certain proposed annexation areas, “the provisions of section 33-121.13(c)(1) and (2) that authorize Class C signs in the protected areas of an expressway, other than Class C signs oriented to serve only other streets, shall not be implemented or otherwise deemed to apply

until July 31, 2022, ” which date was extended by Ordinance No. 22-84 to “July 31, 2023, or, for a particular proposed annexation area, 15 days after the effective date of the ordinance effectuating the annexation for the respective annexation area” (“Section 5”); and

WHEREAS, due to Section 5, certain applicants—including RS—seeking to permit a Class C sign during the pendency of such prior annexation applications may have had their sign permit applications held in abeyance or denied, or their permits revoked, pending the outcome of the pending annexation process; and

WHEREAS, RS filed sign applications in certain areas that were ultimately determined to be within areas subject to Section 5, including a permit application in the Town of Medley potential annexation area (the “Medley Permit Application”), among others; and

WHEREAS, on May 11, 2022, Miami-Dade County (“MDC”) issued permit no. 2022050203 to RS based on the Medley Permit Application (the “Medley Sign Permit”); and

WHEREAS, on July 14, 2022, MDC revoked the Medley Sign Permit based on Section 5; and

WHEREAS, in an abundance of caution, on December 16, 2022, RS filed a second application with MDC for a billboard permit at the same site (the “Second Medley Permit Application”); and

WHEREAS, on January 17, 2023, the County Commission adopted Ordinance No. 23-3 (“Annexation Ordinance”) approving the Town of Medley’s requested annexation of the Medley Annexation Area, subject to certain terms and conditions, including the execution of an interlocal agreement between the Town of Medley and MDC, and such annexation became effective on April 6, 2023; and

WHEREAS, by March 31, 2023, MDC concluded that a permit could not be issued because of Section 5, which remained in effect under Ordinance No. 22-84; and

WHEREAS, while MDC had not issued the applied-for permits to RS, on August 29, 2023, a competing permit application was filed by another outdoor advertising company for a site on unincorporated land, outside of the Medley annexation area, but within proximity to the RS site; and

WHEREAS, MDC issued permit no. 2024-001074 (the “Competing Permit”) to the other outdoor advertising company on October 5, 2023; and

WHEREAS, due to spacing regulations in the Sign Code Rewrite Ordinance, the Competing Permit disqualified RS from obtaining the applied-for sign permit at the location of the Medley Sign Permit Application and the Second Medley Sign Permit Application; and

WHEREAS, on November 10, 2023, RS filed suit against MDC (*Road.Space Media Miami LLC v. Miami-Dade County, Town of Medley, and Giant Outdoor Advertising, Inc.*, Case No. 2023-026498 CA 01) in the 11th Judicial Circuit Court in and for Miami-Dade County, Florida, General Jurisdiction Division, challenging MDC’s refusal to issue a permit to RS and instead issue the Competing Permit (the “State Lawsuit”); and

WHEREAS, RS contends in its suit that Section 5 was introduced in a floor amendment at second reading without prior notice, and was thus defective and unenforceable, and that the County’s actions in reliance on Section 5 were therefore improper; and

WHEREAS, the County disputes that Section 5 was defective or unenforceable or that its actions were in any way improper or unlawful, and maintains that the Sign Code Rewrite Ordinance, including Section 5, was properly enacted pursuant to all applicable legal requirements; and

WHEREAS, despite the parties' differing positions as to the enforceability of Section 5, the parties wish to resolve all claims, allegations, and causes of action set forth in these cases without admission of liability; and

WHEREAS, in connection with fully resolving the Federal Lawsuit and the State Lawsuit (collectively, the "Lawsuits"), an ordinance (Legistar File No. 260972) has been put forward to provide for an administrative variance of certain County Sign Code regulations (the "Administrative Variance Ordinance") relating to sign permit applications to address circumstances where a prior applicant's efforts to obtain a sign permit may have been frustrated by the annexation process; and

WHEREAS, this Board desires to resolve these disputes pursuant to the terms and conditions set forth in the attached settlement agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are approved and incorporated herein.

Section 2. This Board hereby approves the settlement of the lawsuits styled *Road.Space Media Miami LLC v. Miami-Dade County, Town of Medley, and Giant Outdoor Advertising, Inc.*, Case No. 2023-026498 CA 01) in the 11th Judicial Circuit Court in and for Miami-Dade County, Florida, and *Road.Space Media LLC v. Miami-Dade County*, Case No. 1:19-cv-21971-RNS) in the United States District Court, Southern District of Florida, pursuant to the terms and conditions set forth in the attached settlement agreement.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute the attached settlement agreement and exercise and enforce all terms contained therein.

The Prime Sponsor of the foregoing resolution is Commissioner Raquel A. Regalado. It was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of October, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



James Eddie Kirtley

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered into by and between Road.Space Media, LLC, a Florida limited liability company and Road.Space Media Miami LLC, a limited liability company (collectively, "RS"), and Miami-Dade County, a political subdivision of the State of Florida ("MDC").

RECITALS

WHEREAS, on May 15, 2019, RS filed a lawsuit against the County (Road.Space Media LLC v. Miami-Dade County, Case No. 1:19-cv-21971-RNS) in the United States District Court, Southern District of Florida, challenging Article VI of Chapter 33 (the "Sign Code") claiming that the Sign Code's content-based restrictions on what signs could be displayed violated free speech protections (the "Federal Lawsuit"); and

WHEREAS, thereafter, on January 19, 2022, the Board of County Commissioners ("County Commission") adopted Ordinance No. 22-4 to comprehensively re-write the Sign Code (the "Sign Code Rewrite Ordinance"); and

WHEREAS, the Sign Code Rewrite Ordinance included an uncodified section 5, which provided that for certain proposed annexation areas, "the provisions of section 33-121.13(c)(1) and (2) that authorize Class C signs in the protected areas of an expressway, other than Class C signs oriented to serve only other streets, shall not be implemented or otherwise deemed to apply until July 31, 2022, " which date was extended by Ordinance No. 22-84 to "July 31, 2023, or, for a particular proposed annexation area, 15 days after the effective date of the ordinance effectuating the annexation for the respective annexation area" ("Section 5"); and

WHEREAS, due to Section 5, certain applicants seeking to permit a Class C sign during the pendency of such prior annexation applications may have had their sign permit applications held in abeyance or denied, or their permits revoked, pending the outcome of the pending annexation process; and

WHEREAS, RS filed sign applications in certain areas that were ultimately determined to be within areas subject to Section 5, including a permit application in the Town of Medley potential annexation area (the "Medley Permit Application"), among others; and

WHEREAS, on May 11, 2022, MDC issued permit no. 2022050203 to RS based on the Medley Permit Application (the "Medley Sign Permit"); and

WHEREAS, on July 14, 2022, MDC revoked the Medley Sign Permit based on Section 5; and

WHEREAS, in an abundance of caution, on December 16, 2022, RS filed a second application with the County for a billboard permit at the same site (the "Second Medley Permit Application"); and

WHEREAS, on January 17, 2023, the County Commission adopted Ordinance No. 23-3 (“Annexation Ordinance”) approving the Town of Medley’s requested annexation of the Medley Annexation Area, subject to certain terms and conditions, including the execution of an interlocal agreement between the Town of Medley and the County, and such annexation became effective on April 6, 2023; and

WHEREAS, by March 31, 2023, MDC concluded that a permit could not be issued because of Section 5, which remained in effect under Ordinance No. 22-84; and

WHEREAS, while MDC had not issued the applied-for permits to RS, on August 29, 2023, a competing permit application was filed by another outdoor advertising company for a site on unincorporated land outside of the Medley annexation area but within proximity to the RS site; and

WHEREAS, MDC issued permit no. 2024-001074 (the “Competing Permit”) to the other outdoor advertising company on October 5, 2023; and

WHEREAS, due to spacing regulations in the Sign Code Rewrite Ordinance, the Competing Permit disqualified RS from obtaining the applied-for sign permit at the location of the Medley Sign Permit Application and the Second Medley Sign Permit Application; and

WHEREAS, on November 10, 2023, RS filed suit against MDC (Road.Space Media Miami LLC v. Miami-Dade County, Town of Medley, and Giant Outdoor Advertising, Inc., Case No. 2023-026498 CA 01) in the 11th Judicial Circuit Court in and for Miami-Dade County, Florida, General Jurisdiction Division, challenging MDC’s refusal to issue a permit to RS and instead issue the Competing Permit (the “State Lawsuit”), and

WHEREAS, RS contends in its suit that Section 5 was introduced in a floor amendment at second reading without prior notice, and was thus defective and unenforceable, and that the County’s actions in reliance on Section 5 were therefore improper; and

WHEREAS, the County disputes that Section 5 was defective or unenforceable or that its actions were in any way improper or unlawful, and maintains that the Sign Code Rewrite Ordinance, including Section 5, was properly enacted pursuant to all applicable legal requirements; and

WHEREAS, despite the parties’ differing positions as to the enforceability of Section 5, the parties wish to resolve all claims, allegations, and causes of action set forth in these cases without admission of liability; and

WHEREAS, in connection with fully resolving the Federal Lawsuit and the State Lawsuit (collectively, the “Lawsuits”), an ordinance (Legistar File No. 260972) has been put forward to provide for an administrative variance of certain County Sign Code regulations (the “Administrative Variance Ordinance”) relating to sign permit applications to address circumstances where a prior applicant’s efforts to obtain a sign permit may have been frustrated by the annexation process,

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions set forth herein, the parties agree as follows:

1. Dismissal of Lawsuits; Withdrawal of Permit Applications; Mutual Release.

No later than ninety (90) days from the Administrative Variance Ordinance becoming effective, in substantially the form advanced at first reading, subject to Section 12 below, the parties hereto agree to mutually release each other of all claims raised in the Lawsuits or otherwise in connection with the circumstances that gave rise to the Lawsuits, including MDC's actions in connection with the Medley Sign Permit, the Second Medley Permit Application, and the Competing Permit. In furtherance of this agreement, RS shall dismiss with prejudice the Lawsuits and withdraw and abandon the Medley Sign Permit, Second Medley Permit Application, and any other permit applications affected by Section 5 no later than the 90-day period referenced above in this paragraph. Such withdrawal and abandonment shall be evidenced by written notification from RS to the County.

2. Eligibility for Legislative Relief.

In the event the County enacts an ordinance in settlement of another lawsuit by another non-governmental party in connection with Class C Outdoor Advertising Signs in the Sign Code Rewrite Ordinance, as may be amended from time to time, RS may avail itself of the relief afforded in such ordinance subject to its terms and to the maximum extent RS is eligible for relief under such ordinance.

3. Department Administrator Responsibilities.

The County acknowledges that the Administrative Variance Ordinance, once effective, shall be administered in accordance with its terms by the Department of Regulatory or Economic Resources, or its successor department, and its Director and staff. The County acknowledges that a complete administrative variance application filed under the Administrative Variance Ordinance in the form approved by the Administrative Variance Ordinance shall be processed as provided in the ordinance.

4. Extensions. The County acknowledges that the Director shall issue extensions to a Zoning Verification Letter ("ZVL") issued under the Administrative Variance Ordinance in accordance with applicable law, including the terms of the Administrative Variance Ordinance, provided RS provides an affidavit with the information required by the ordinance.

5. Rights; Impairment; Enforcement.

The Parties acknowledge and agree that each party has rights and obligations under this Agreement. The parties agree that the provisions of this agreement do not preclude or impair any future vested rights claims that may be pursued in accordance with applicable law based on future actions of the parties or others. In the event that the Administrative Variance Ordinance is amended or repealed at any point after becoming effective and after RS has submitted any ZVL requests, RS may pursue any and all legally available remedies, including but not limited to any vested rights claims pursuant to the County Code and governing law, to the extent such remedies are applicable. The parties agree that any such

claims or remedies shall be decided in accordance with the terms of applicable provisions of the County Code and governing law based on the facts presented.

6. Disputes.

The parties may enforce this Agreement in accordance with all applicable law.

7. Attorneys' Fees.

Each party shall bear its own attorneys' fees and costs arising from its respective legal representation in connection with this matter, the Lawsuits, and any future efforts to enforce this Agreement.

8. Entire Agreement; Construction of Agreement.

This Agreement constitutes the entire agreement between the parties, and all terms have been mutually agreed upon. No supplement, modification, or amendment of this Agreement shall be binding unless it is executed in writing by the parties, subject to any approval that may be required by the County. This Agreement shall not be construed against any party as the drafter thereof.

9. Severability.

If any provision of this Agreement is determined to be invalid, the remaining provisions shall continue in full force and effect.

10. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.

11. Successors; Assignment.

Assignment of interests relating to the Administrative Variance Ordinance shall be governed by the provisions of that ordinance.

12. Termination Option. In the event the Administrative Variance Ordinance is amended after first reading in a manner that RS finds unacceptable, RS shall, within five (5) days of the public hearing or public meeting at which such amendment is adopted by motion, notify the County Attorneys' office of its objection. In the event that RS timely objects to any amendment, and such objection is not addressed in a manner acceptable to RS prior to adoption of the Administrative Variance Ordinance, RS shall have the option to terminate this Agreement and the County shall have no obligation to enact the Administrative Variance Ordinance in furtherance of this Agreement.

13. No Waiver of Sovereign Rights or Powers. Nothing herein shall be deemed or construed to be a waiver of any sovereign rights, powers, or immunity afforded the County under applicable law. Further, nothing herein shall be deemed to limit or restrict the County's authority or ability to enforce its legislative enactments, rules, regulations, and penalties fully in accordance with the provisions thereof, including, without limitation, its Sign Code regulations, nor shall anything in this Agreement be deemed to obligate the County to exercise its legislative powers in any particular manner or for any particular party. By

virtue of this Agreement, the parties merely acknowledge that, should the County enact the Administrative Variance Ordinance in a manner acceptable to RS, then the parties agree that resolution of their disputes as provided herein shall occur in accordance with the terms of this Agreement.

- 14. No Admission of Liability.** It is understood that the terms of this Agreement and any action or forbearance taken pursuant to this Agreement shall in no way constitute, nor be construed as, an admission of liability or acknowledgement of the validity of any allegation, claim, finding, or conclusion by RS or the County, or their respective agents. Rather this Agreement is made as a contractual settlement by way of compromise to avoid the expense and uncertainty of further litigation.
- 15. County Commission Approval; Effective Date.** The parties acknowledge and agree that this Agreement shall not become effective until such time as approved by the County Commission with the subsequent assent of the County Mayor or, if the County Mayor vetoes any legislation approving this Agreement, upon an override of the County Mayor's veto by the County Commission. The effective date of this Agreement shall be the date that the County Mayor or County Mayor's designee executes this Agreement, after the legislation approving the Agreement has become effective.
- 16. Authority to Execute and Bind.** By executing this Agreement the undersigned warrant and represent that they are authorized to enter into this Agreement and empowered to bind their respective parties to its terms and, where applicable, their parent, affiliated, subsidiary, successor, assignee and related entities. Further, the parties represent that they have not assigned any of their respective rights or claims subject of or to this Agreement to any third party.
- 17. Counterparts; Electronic Signatures.** The parties agree that this Agreement, and any and all other documents in connection with this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same Agreement. This Agreement may be executed as facsimile, email, or electronic originals and each copy of this Agreement bearing the facsimile, email, or electronic transmitted signature of any party's authorized representative shall be deemed to be an original.

[EXECUTION BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Settlement Agreement and Release as of the Effective Date.

ROAD.SPACE MEDIA LLC,
a Florida limited liability company

By:
Name: _____

Title: _____
Date: _____

ROAD.SPACE MEDIA MIAMI LLC,
a Florida limited liability company

By:
Name: _____

Title: _____
Date: _____

MIAMI-DADE COUNTY,
a political subdivision of the State of Florida

By:
Name: _____

Title: _____
Date: _____