

MEMORANDUM

Agenda Item No. 8(H)(1)


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

DATE: June 3, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing execution of an underground distribution facilities agreement and granting of a Non-Exclusive Underground Utility Easement to Florida Power and Light Company, for the installation of underground facilities within Southridge Park; authorizing the County Mayor to execute same and exercise all provisions contained therein

The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: June 3, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Underground Distribution Facilities Installation Agreement and Non-exclusive Easement from Miami-Dade County to Florida Power and Light Company for Underground Utilities at Southridge Park

Executive Summary

The purpose of this item is to gain approval by the Board of County Commissioners (Board) for the County to grant a non-exclusive easement (Easement) and Underground Distribution Facilities Installation Agreement (Agreement) to Florida Power and Light Company (FPL) to install underground electrical facilities within Southridge Park. The placement of the underground utilities will serve the new recreation center and aquatic facility. The proposed easement to FPL is attached hereto as Exhibit 1. The proposed Underground Distribution Facilities Installation Agreement is attached hereto as Exhibit 2.

Recommendation

It is recommended that the Board approve the attached resolution authorizing the Agreement and the granting of a non-exclusive Easement from Miami-Dade County to FPL for the placement of underground utilities within Southridge Park. FPL has coordinated with PROS to ensure the best location of utilities in order to facilitate reliable electrical service to facilities within the Park. The non-exclusive Easement to FPL is located on a portion of land within the Park, which is managed by the County's Department of Parks, Recreation, and Open Spaces (PROS).

Scope

The proposed Easement is on a portion of land within Southridge Park, located at 11201 SW 196th Street, in unincorporated Miami Dade County, Florida, under Folio No. 30-6006-003-0252; identified on attached Exhibit A. This property is located within County Commission District 9, represented by Vice Chairman Kionne McGhee. See the Property Appraiser's Summary Report, attached hereto as Exhibit B.

Fiscal Impact/Funding Source

There is no fiscal impact to the County associated with this easement. FPL will pay a nominal sum of \$1.00 for the Easement and will be responsible for the installation, operation, and maintenance of the underground electrical service utility facilities; including, cables, conduits, and appurtenant equipment.

Track Record/Monitor

Alissa Turtletaub, PROS Park Acquisition and Asset Manager, will oversee the execution of the Agreement and recording of the Easement to FPL.

Delegation of Authority

The County Mayor or County Mayor's Designee shall have the authority to execute the Agreement and the Easement, to record the necessary documents in the public records of Miami-Dade County and provide a copy to the Clerk of the Board, and to exercise any and all other rights conferred in the easement.

Background

The Easement and Agreement are in support of a new Recreation and Aquatic Center to be constructed by PROS within Southridge Park. As part of the development of the park facilities, a 10' wide by 20' long utility easement is needed for installation and maintenance of underground electrical utilities. In addition to the Easement, the attached Agreement will authorize FPL to install underground facilities within the proposed easement area in order to provide utility services to Southridge Park.

The Underground Distribution Facilities Installation Agreement and Non-exclusive Easement will grant FPL access in the easement area to install, operate and maintain underground electric utility facilities; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities within the easement area.

The underground Easement shall grant FPL access to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area at all times; the right to trim and cut trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution.

Attachments

A handwritten signature in black ink, reading "Roy Coley", written over a horizontal line.

Roy Coley
Chief Utilities and Regulatory Services Officer

"Exhibit 1"

Work Request No.

Sec. __, Twp __S, Rge __E

Parcel I.D. _____
(Maintained by County Appraiser)

UNDERGROUND EASEMENT (BUSINESS)

This Instrument Prepared By

Name: _____
Co. Name: _____
Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Circuit Court

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with electric service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways through said Easement Area.

IN WITNESS WHEREOF the undersigned has signed and sealed this instrument on this ____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Grantor:

Name: _____
Address: _____

Name: _____
Address: _____

ATTEST:

Harvey Ruvin, Clerk

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

By: _____

Name: _____

Title: _____

Address: _____

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____

Name: _____

Title: _____

STATE OF FLORIDA)

) ss:

COUNTY OF MIAMI-DADE)

The foregoing Underground Utility Easement Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this __ day of _____, 20__, by _____, who is the _____ of **MIAMI-DADE COUNTY** and who is personally known to me.

Print Name: _____
Notary Public, State of Florida

My Commission Expires:

[NOTARIAL SEAL]

MDC005

"Exhibit 2"

UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this ___ day of _____, 2025 by and between Southridge Park (hereinafter called the Customer) and Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida (hereinafter called FPL).

WITNESSETH:

Whereas, the Customer has applied to FPL for underground distribution facilities to be installed on Customer's property known as Southridge Park located in Miami, Florida.
(City/County)

That for and in consideration of the covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Customer shall pay FPL a Contribution in Aid of Construction of \$0 (the total Contribution) to cover the differential cost between an underground and an overhead system. This is based on the currently effective tariff filed with the Florida Public Service Commission by FPL and is more particularly described on Exhibit A attached hereto.
2. That a credit of \$0.00 shall be provided to the Customer for trenching, backfilling, installation of Company provided conduit and other work, as shown on Exhibit B, if applicable, and approved by FPL. If such credit applies, the resulting Contribution cash payment shall be \$0.
3. The contribution and credit are subject to adjustment when FPL's tariff is revised by the Florida Public Service Commission and the Customer has requested FPL to delay FPL's scheduled date of installation. Any additional costs caused by a Customer's change in the Customer's plans submitted to FPL on which the contribution was based shall be paid for by the Customer. The contribution does not include the cost of conversion of any existing overhead lines to underground or the relocation of any existing overhead or underground facilities to serve the property identified above.
4. That the Contribution provides for 120/208 volt, 3 phase (120/240 volt, single phase for URD Subdivisions) underground electrical service with facilities located on private property in easements as required by FPL. The Contribution is based on employment of rapid production techniques and cooperation to eliminate conflicts with other utilities. Underground service, secondary, and primary conductors are to be of standard FPL design, in conduit, and with above-grade appurtenances.
5. That the payment of the Contribution does not waive any provisions of FPL's Electric Tariff.

If the property is subject to an underground ordinance, FPL shall notify the appropriate governmental agency that satisfactory arrangements have been made with the Customer as specified by FPL.

Title to and ownership of the facilities installed as a result of this agreement shall at all times remain the property of FPL.

6. That good and sufficient easements, including legal descriptions and survey work to produce such easements, and mortgage subordinations required by FPL for the installation and maintenance of its electric distribution facilities must be granted or obtained, and recorded, at no cost to FPL, prior to trenching, installation and/or construction of FPL facilities. FPL may require mortgage subordinations when the Customer's property, on which FPL will install its facilities, is mortgaged and (1) there are no provisions in the mortgage that the lien of the mortgage will be subordinate to utility easements, (2) FPL's easement has not been recorded prior to the recordation of the mortgage, (3) FPL's facilities are or will be used to serve other parcels of property, or (4) other circumstances exist which FPL determines would make such a subordination necessary.
 - a) The Customer shall furnish FPL a copy of the deed or other suitable document which contains a full legal description and exact name of the legal owner to be used when an easement is prepared, as required by FPL.
 - b) The Customer shall furnish drawings, satisfactory to FPL, showing the location of existing and proposed structures on the Customer's construction site, as required by FPL.
 - c) Should for any reason, except for the sole error of FPL, FPL's facilities not be constructed within the easement, FPL may require the Customer to grant new easements and obtain any necessary mortgage subordinations to cover FPL's installed facilities, and FPL will release the existing easement. Mortgage subordinations will be necessary in this context when 1) the Customer's property on which FPL will install its facilities is mortgaged, 2) there are no provisions in the mortgage for subordination of the lien of the mortgage to utility easements, or 3) FPL's facilities are or will be used to serve other parcels of property.
7. Before FPL can begin its engineering work on the underground electric distribution facilities, the Customer shall provide FPL with the following:
 - a) Paving, grading, and drainage plans showing all surface and sub-surface drainage satisfactory to FPL,
 - b) A construction schedule,
 - c) An estimate of when electric service will be required, and
 - d) Copies of the Customer's final construction plans as well as other construction drawings (plot, site, sewage, electrical, etc.) requested by FPL. Plans provided by the Customer must be either recorded by the circuit clerk or other recording officer or prepared and certified as meeting the requirements for recording (except approval by the governing body) by a registered land surveyor.
8. Prior to FPL construction pursuant to this agreement, the Customer shall:
 - a) Clear the FPL easement on the Customer's property of tree stumps, all trees, and other obstructions that conflict with construction, including the drainage of all flooded areas. The Customer shall be responsible for clearing, compacting, boulder and large rock removal, stump removal, paving and addressing other special conditions. The easement shall be graded to within six inches of final grade with soil stabilized.
 - b) Provide property line and corner stakes, designated by a licensed surveyor, to establish a reference for locating the underground cable trench route in the easement and additional reference points when required by FPL. Also, the Customer shall provide stakes identifying the location, depth, size and type facility of all non-FPL underground facilities within or near the easement where FPL distribution facilities will be installed. The Customer shall maintain these stakes, and if any of these stakes are lost, destroyed or moved and FPL requires their use, the Customer shall replace the stakes at no cost to FPL, unless the stakes are lost, destroyed or moved by an agent, employee, contractor or subcontractor of FPL, in which case FPL will pay the Customer the cost of replacing the stakes.

- c) It is further understood and agreed that subsequent relocation or repair of the FPL system, once installed, will be paid by the Customer if said relocation or repair is a result of a change in the grading by the Customer or any of the Customer's contractors or subcontractors from the time the underground facilities were installed; and, that subsequent repair to FPL's system, once installed, will be paid by the Customer if said repair is a result of damage caused by the Customer or any of the Customer's contractors or subcontractors.
- d) Provide sufficient and timely advance notice (30 days) as required by FPL, for FPL to install its underground distribution facilities prior to the installation of paving, landscaping, sodding, sprinkler systems, or other surface obstructions. In the absence of sufficient coordination, as determined by FPL, by the Customer, all additional costs for trenching and backfilling shall be paid by the Customer, and none of the costs of restoring paving, landscaping, grass, sprinkler systems and all other surface obstructions to their original condition, should they be installed prior to FPL's facilities, shall be borne by FPL.
- e) Pay for all additional costs incurred by FPL which may include, but are not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to this agreement on the subdivision or development layout or grade.
- f) Provide applicable trenching, backfilling, installation of Company provided conduit and other work in accordance with FPL specifications more particularly described on Exhibit B attached hereto. At the discretion of FPL, either correct any discrepancies, within two (2) working days, found in the installation that are inconsistent with the instructions and specifications attached to this agreement or pay the associated cost to correct the installation within thirty (30) days of receiving the associated bill, and in either case, reimburse FPL for costs associated with lost crew time due to such discrepancies.

9. FPL shall:

- a) Provide the Customer with a plan showing the location of all FPL underground facilities, point of delivery, and transformer locations and specifications required by FPL and to be adhered to by the Customer.
- b) Install, own, and maintain the electric distribution facilities up to the designated point of delivery except when otherwise noted.
- c) Request the Customer to participate in a pre-construction conference with the Customer's contractors, the FPL representatives and other utilities within six (6) weeks of the start of construction. At the pre-construction conference, FPL shall provide the Customer with an estimate of the date when service may be provided.

10. This Agreement is subject to FPL's Electric Tariff, including but not limited to the General Rules and Regulations for Electric Service and the Rules of the Florida Public Service Commission, as they are now written, or as they may be revised, amended or supplemented.

11. This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Customer and FPL.

The Customer and FPL will coordinate closely in fulfilling obligations in order to avoid delays in providing permanent electric service at the time of the Customer's receipt of a certificate of occupancy.

Accepted:

For FPL (Date)

Accepted:

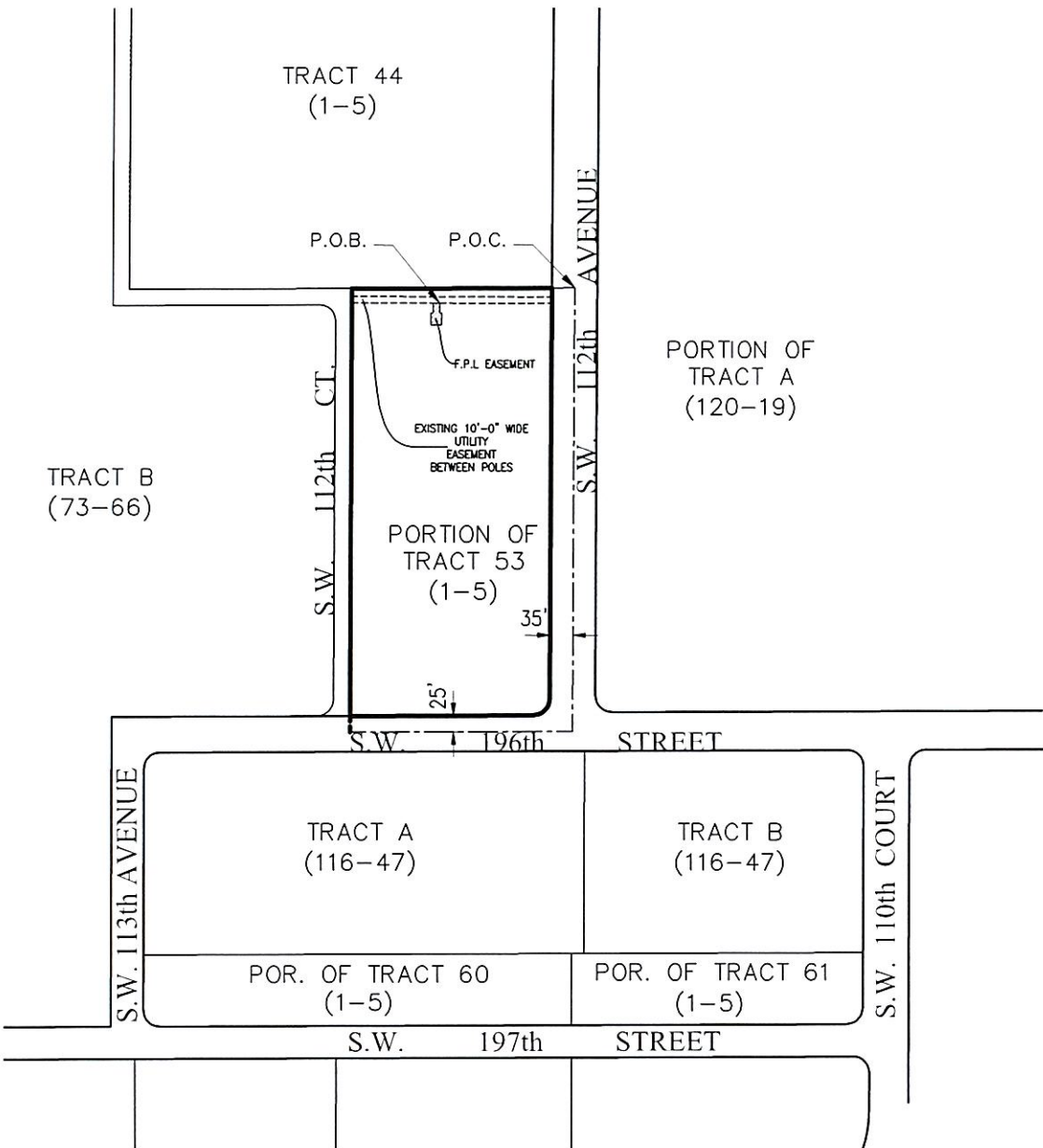
Customer (Date)

Witness (Date)

Witness (Date)

"Exhibit A"

SKETCH AND LEGAL DESCRIPTION



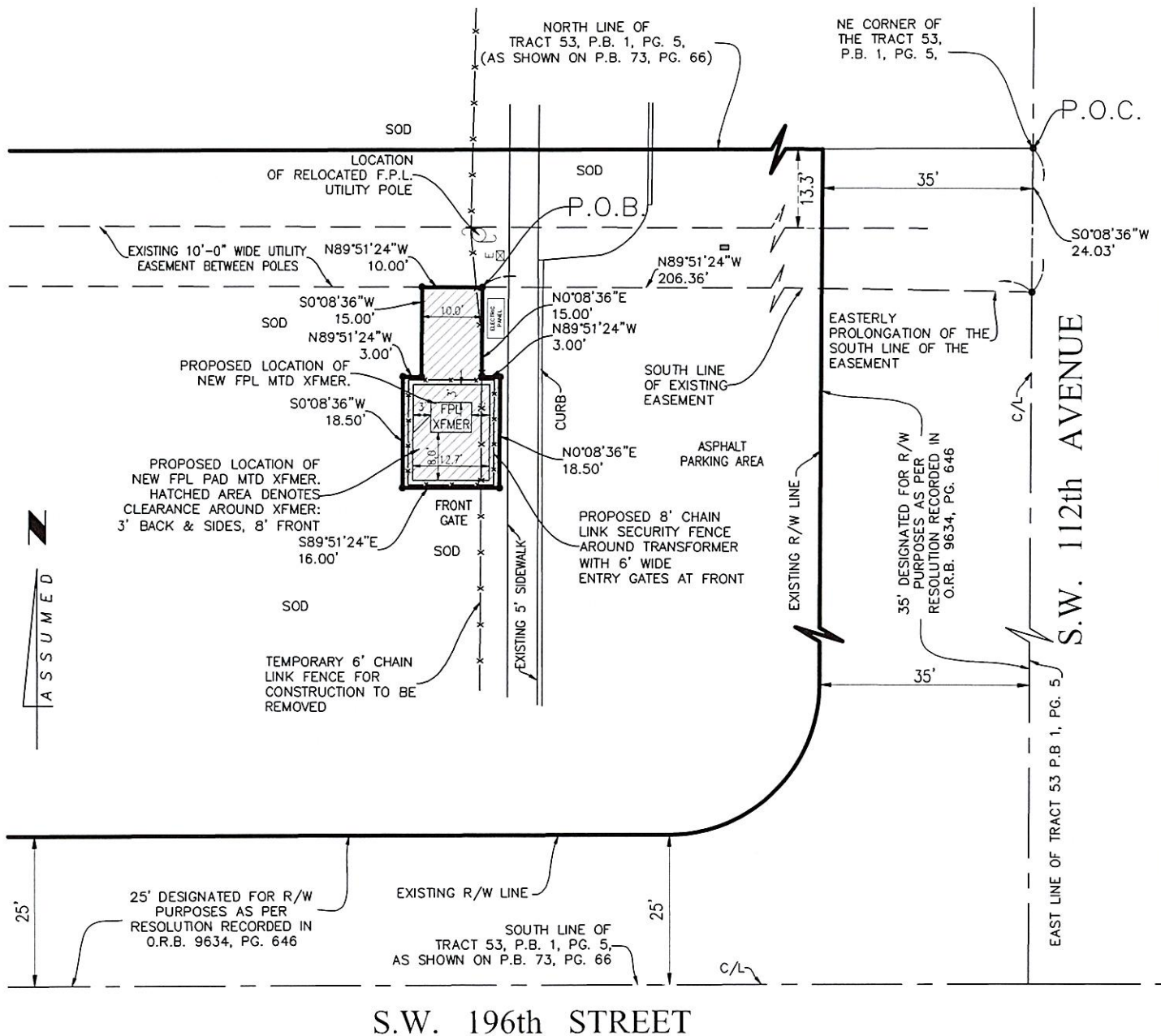
LOCATION MAP
SECTION 6, TOWNSHIP 56 SOUTH, RANGE 40 EAST
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

NOTICE:
Not complete without all Pages. Page 1 of 4

LOCATION SKETCH
NOT TO SCALE
-THIS IS NOT A SURVEY-

SKETCH AND LEGAL DESCRIPTION
F.P.L. EASEMENT
"SOUTHRIDGE AQUATIC" FOLIO # 30-6006-003-0252
11201 SW 196 ST, MIAMI
MIAMI-DADE COUNTY, FLORIDA 33157
SECTION 6, TOWNSHIP 56 SOUTH, RANGE 40 EAST
DATE: MARCH 6TH, 2025

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



LEGEND

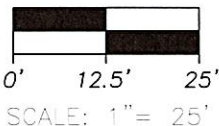
P.O.B. Point of Beginning	SEC. Section	Catch Basin
P.O.T. Point of Termination	TWP. Township	Wood Power Pole
P.O.C. Point of Commence	RGE. Range	Electric Box
P.B. Plat Book	CL Centerline	Electric Panel
PG. Page	COR Corner	
R/W Right-of-Way		

NOTICE:
Not complete
without all Pages. Page 2 of 4

EXHIBIT
SKETCH

-THIS IS NOT A SURVEY-

GRAPHIC SCALE



SKETCH AND LEGAL DESCRIPTION
F.P.L. EASEMENT
"SOUTHRIDGE AQUATIC" FOLIO # 30-6006-003-0252
11201 SW 196 ST, MIAMI
MIAMI-DADE COUNTY, FLORIDA 33157
SECTION 6, TOWNSHIP 56 SOUTH, RANGE 40 EAST
DATE: MARCH 6TH, 2025

MDC011

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

F.P.L EASEMENT:

LEGAL DESCRIPTION

A portion of "Tract 53", of plat of PERRINE GRANT, according to the plat thereof, as recorded in Plat Book 1, at Page 5, of the Public Records of Miami-Dade County, Florida, more particularly described as follows:

COMMENCE at the Northeast corner of said "Tract 53", of said plat of PERRINE GRANT, recorded in Plat Book 1, at Page 5, of the Public Records of Miami-Dade County, Florida; thence S0°08'36"W, along the East line of aforesaid "Tract 53", also being the Centerline of S.W. 112th Avenue, a distance of 24.03 feet to the intersection with the easterly prolongation of the south line of existing 10 feet of utility Easement as per plans and Cad file provided for client; thence N89°51'24"W along said south line of existing 10 feet utility Easement, a distance of 206.36 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue N89°51'24"W, along said South line of 10 feet utility easement, a distance of 10.00 feet; thence S0°08'36"W, a distance of 15.00 feet; thence N89°51'24"W, a distance of 3.00 feet; thence S0°08'36"W, a distance of 18.50 feet; thence S89°51'24"E, a distance of 16.00 feet; thence N0°08'36"E, a distance of 18.50 feet; thence N89°51'24"W, a distance of 3.00 feet; thence N0°08'36"E, a distance of 15.00 feet to the intersection of aforementioned south line of 10 feet utility Easement being also the POINT OF BEGINNING.

Containing 446 Square Feet or 0.01 Acres more or less by calculations.

NOTICE:

Not complete without all Pages.

Page 3 of 4

LEGAL DESCRIPTION
-THIS IS NOT A SURVEY-

SKETCH AND LEGAL DESCRIPTION
F.P.L EASEMENT
"SOUTHRIDGE AQUATIC" FOLIO # 30-6006-003-0252
11201 SW 196 ST, MIAMI
MIAMI-DADE COUNTY, FLORIDA 33157
SECTION 6, TOWNSHIP 56 SOUTH, RANGE 40 EAST
DATE: MARCH 6TH, 2025

MDC012

SKETCH AND LEGAL DESCRIPTION

SOURCES OF DATA:

The Legal Description of the Subject Parcels of Land was generated from information provided by the client. In addition, the following sources of data were used to the extent required to complete this document in a defensible manner. That is to say:

North Arrow refers to an assumed value of N0°08'36"E, along the East line of the Subject property, Miami-Dade County, Florida.

Cad file E1-00FPL, provided by client to locate the existing 10 feet easement.

CLIENT INFORMATION:

This Sketch and Legal Description was prepared at the insistence of:

-SOUTHRIDGE AQUATIC

LIMITATIONS:

Since no other information other than what is cited in the Sources of Data was furnished, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch that may be found in the Public Records of Miami-Dade County, or any other public and private entities as their jurisdictions may appear. The Surveyor makes no representation as to ownership or possession of the Subject Property by any entity or individual who may appear in public records.

This document does not represent a field boundary survey of the described property, or any part or parcel thereof.

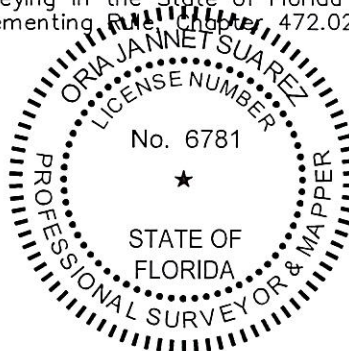
This sketch is an accurate graphic depiction of the legal description to which it is attached as per client's request.

SURVEYOR'S CERTIFICATE:

I hereby certify: That this "Sketch and Legal Description", was prepared under my direction and is true and correct to the best of my knowledge and belief. Further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17 of the Florida Administrative Code and its implementing, Rule 472.027 of the Florida Statutes.

J. BONFILL & ASSOCIATES, INC.

Florida Certificate of Authorization Number LB3398
7100 Southwest 99th Avenue, Suite 104
Miami, Florida 33173 Phone: 305.598.8383



THESE ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY
ORIA JANNET SUAREZ, PSM ON THE DATE ADJACENT TO
THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED
SIGNED AND SEALED AND THE SIGNATURE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

By: _____
Oria Jannet Suarez, P.S.M. for the firm
Professional Surveyor and Mapper No. 6781
State of Florida
March 6th, 2025

Project: 18-0151 Job: 25-0034 Sketch & Legal

NOTICE: Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to Survey Maps and Reports by other than the signing party are prohibited without the written consent of the signing party. This document consists of multiple Exhibits and Sheets. Each Sheet as incorporated therein shall not be considered full, valid and complete unless attached to the others. This Notice is required by Rule 5J-17 of the Florida Administrative Code. Not complete without all Pages.

Page 4 of 4

SURVEYOR'S NOTES

-THIS IS NOT A SURVEY-

SKETCH AND LEGAL DESCRIPTION
F.P.L EASEMENT
"SOUTHRIDGE AQUATIC" FOLIO # 30-6006-003-0252
11201 SW 196 ST, MIAMI
MIAMI-DADE COUNTY, FLORIDA 33157
SECTION 6, TOWNSHIP 56 SOUTH, RANGE 40 EAST
DATE: MARCH 6TH, 2025

"Exhibit B"



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 03/12/2025

PROPERTY INFORMATION				
Folio	30-6006-003-0252			
Property Address	11201 SW 196 ST MIAMI, FL 33157-0000			
Owner	MIAMI-DADE COUNTY , PARKS AND RECREATION			
Mailing Address	275 NW 2 ST 4FL MIAMI, FL 33128-1794			
Primary Zone	3800 MULTI-FAMILY - 22-37 U/A			
Primary Land Use	8080 VACANT GOVERNMENTAL : VACANT LAND - GOVERNMENTAL			
Beds / Baths /Half	0 / 0 / 0			
Floors	0			
Living Units	0			
Actual Area	0 Sq.Ft			
Living Area	0 Sq.Ft			
Adjusted Area	0 Sq.Ft			
Lot Size	233,482 Sq.Ft			
Year Built	0			
ASSESSMENT INFORMATION				
Year	2024	2023	2022	
Land Value	\$1,867,856	\$1,867,856	\$1,876,000	
Building Value	\$0	\$0	\$0	
Extra Feature Value	\$0	\$0	\$0	
Market Value	\$1,867,856	\$1,867,856	\$1,876,000	
Assessed Value	\$1,867,856	\$1,723,442	\$1,566,766	
BENEFITS INFORMATION				
Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction		\$144,414	\$309,234
County	Exemption	\$1,867,856	\$1,723,442	\$1,566,766
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				
SHORT LEGAL DESCRIPTION				
AA DOOLEY SUB PB 1-5				
PARCEL 2 AKA E1/2 OF TR 53				
LOT SIZE IRREGULAR PARK				



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$1,867,856	\$1,723,442	\$1,566,766
Taxable Value	\$0	\$0	\$0
SCHOOL BOARD			
Exemption Value	\$1,867,856	\$1,867,856	\$1,876,000
Taxable Value	\$0	\$0	\$0
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$1,867,856	\$1,723,442	\$1,566,766
Taxable Value	\$0	\$0	\$0
SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
03/01/1972	\$107,000	00000-00000	Sales which are qualified

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad.e.gov/info/disclaimer.asp>



MEMORANDUM

(Revised)

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

DATE: June 3, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(H)(1)

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**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____) 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. 8(H)(1)
6-3-25

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN UNDERGROUND DISTRIBUTION FACILITIES AGREEMENT AND GRANTING OF A NON-EXCLUSIVE UNDERGROUND UTILITY EASEMENT TO FLORIDA POWER AND LIGHT COMPANY, FOR THE INSTALLATION OF UNDERGROUND FACILITIES WITHIN SOUTHRIDGE PARK; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor's memorandum, a copy of which is incorporated herein by reference,

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

Section 1. Incorporates and approves the foregoing recital as if fully set forth herein.

Section 2. This board approves and authorizes the County Mayor or County Mayor's designee to, in substantially the form attached to the County Mayor's memorandum as Exhibits 1 and 2, execute the Underground Distribution Facilities Agreement and the Non-Exclusive Underground Utility Easement from the County to Florida Power and Light Company (FPL) in exchange for \$1.00 for the construction, operation, and maintenance of underground utility facilities in County-owned Southridge Park located at 11201 SW 196 Street, Miami, Florida, Folio No. 30-6006-003-0252.

Section 3. Pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee shall record the easement in the records of the County and provide a recorded copy to the Clerk of the Board within 30 days of execution of said instrument, and the Clerk of the Board shall permanently store the recorded copy with this resolution.

The foregoing resolution 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	Eileen Higgins
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

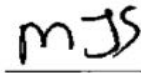
The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of June, 2025. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Melanie J. Spencer