

# MEMORANDUM

Agenda Item No. 8(H)(1)

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

**DATE:** April 21, 2026

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution authorizing execution of a Distribution Facilities Installation Agreement and granting of a Non-Exclusive Utility Easement to Florida Power and Light Company, for the installation of above-ground and underground facilities within Chuck Pezoldt Park; authorizing the County Mayor to execute same and exercise all provisions contained therein

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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

**Date:** April 21, 2026

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

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** FPL Facilities Installation Agreement and Non-exclusive Easement from Miami-Dade County to Florida Power and Light Company for Above-Ground and Underground Utilities within Chuck Pezoldt Park

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### **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 Facilities Installation Agreement (“Agreement”) to Florida Power and Light Company (“FPL”) to install above-ground and under-ground electrical facilities within Chuck Pezoldt Park (“Park”). The placement of the utilities will serve the new Park Recreation Center and Library project. The proposed easement to FPL is attached hereto as “Exhibit 1”. The proposed 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 the Easement from Miami-Dade County to FPL for the placement of above-ground and underground utilities within Chuck Pezoldt Park. Parks, Recreation and Open Spaces Department (PROS) has coordinated with FPL to ensure the best location of the easement to provide electrical service to new facilities being constructed by PROS within the Park.

### **Scope**

Chuck Pezoldt Park is located within County Commission District 9, which is represented by Vice Chairman Kionne L. McGhee. The proposed Easement is on a portion of land within the park, located at 16555 SW 157<sup>th</sup> Avenue, in unincorporated Miami Dade County, under Folio No. 30-5928-000-0090, identified on attached “Exhibit A”. See the Property Appraiser’s Summary Report, attached hereto as “Exhibit B”.

### **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.

### **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 overhead and underground electrical service utility facilities; including, cables, conduits, and appurtenant equipment.

### **Track Record/Monitor**

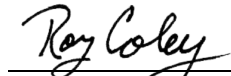
Alissa Turtletaub, PROS Park Acquisition and Asset Manager, will oversee the execution of the Agreement and recording of the Easement to FPL.

**Background**

The Easement and Agreement are in support of a new Recreation Center to be constructed by PROS within the Park. As part of the development of the Park's facilities, two long-span poles within a 10-foot wide easement area, along the western sidewalk of the park are needed to provide a conduit route from the pole to the transformer. In addition to the Easement, the attached Agreement will authorize FPL to install the above-ground and underground facilities within the proposed easement area. The Agreement and 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 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



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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 any other person, firm, or corporation 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; 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 adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_, 20\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness' Signature)  
Print Name: \_\_\_\_\_  
(Witness)  
\_\_\_\_\_  
(Witness' Signature)  
Print Name: \_\_\_\_\_  
(Witness)

Entity Name

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_

STATE OF \_\_\_\_\_ AND COUNTY OF \_\_\_\_\_. The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] on-line notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_, who is personally known to me or has produced \_\_\_\_\_ as identification, and who did (did not) take an oath. (Type of Identification)

My Commission Expires:

\_\_\_\_\_  
Notary Public, Signature  
Print Name \_\_\_\_\_

"Exhibit 2"

## UNDERGROUND DISTRIBUTION FACILITIES INSTALLATION AGREEMENT

This Agreement, made this \_\_\_ day of \_\_, 202\_\_ by and between \_\_\_\_\_ (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 16545 SW 157<sup>TH</sup> AVE 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 \$2,832.03 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 \$1975.
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 277/480 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 (60 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:

Accepted:

\_\_\_\_\_  
For FPL (Date)

\_\_\_\_\_  
Customer (Date)

\_\_\_\_\_  
Witness (Date)

\_\_\_\_\_  
Witness (Date)

"Exhibit A"

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

prepared by:



**HADONNE**

**EXHIBIT "A"**

LAND SURVEYOR AND MAPPERS  
CIVIL ENGINEERING  
3D LASER SCANNING  
UTILITY COORDINATION  
SUBSURFACE UTILITY ENGINEERING

FLORIDA POWER & LIGHT COMPANY EASEMENT

LEGAL DESCRIPTION:

A portion of the Southwest 1/4 of the Southwest 1/4 of Section 28, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest Corner of said Section 28; thence  $N02^{\circ}25'54''W$  along the West Line of the Southwest 1/4 of said Section 28 for 299.96 feet; thence  $N88^{\circ}28'16''E$  for 40.00 feet to a point on the East Right of Way Line of SW 157th Avenue (Newton Road); thence continue  $N88^{\circ}28'16''E$  for 5.00 feet to the POINT OF BEGINNING of the centerline of a 10 Foot wide Florida Power & Light Company Easement, lying 5 feet on each side of the following described centerline (shortening or extending the side lines thereof, so as to create a continuous strip of land); thence  $N02^{\circ}25'54''W$  for 305.75 feet; thence  $N88^{\circ}28'16''E$  for 105.92 feet; thence  $S01^{\circ}31'44''E$  for 145.33 feet; thence  $N88^{\circ}28'16''E$  for 157.40 feet to Reference Point "A", said point also being the Point of Termination of the aforementioned centerline.

**AND**

BEGIN at Reference Point "A"; said point being the Point of Beginning of the centerline of a 15 Foot wide Florida Power & Light Company Easement, lying 7.50 feet on each side of the following described centerline (shortening or extending the side lines thereof, so as to create a continuous strip of land); thence continue  $N88^{\circ}28'16''E$  for 15.00 feet to the Point of Termination of the aforementioned centerline.

Containing 7,368 Square Feet, more or less, by calculations.

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

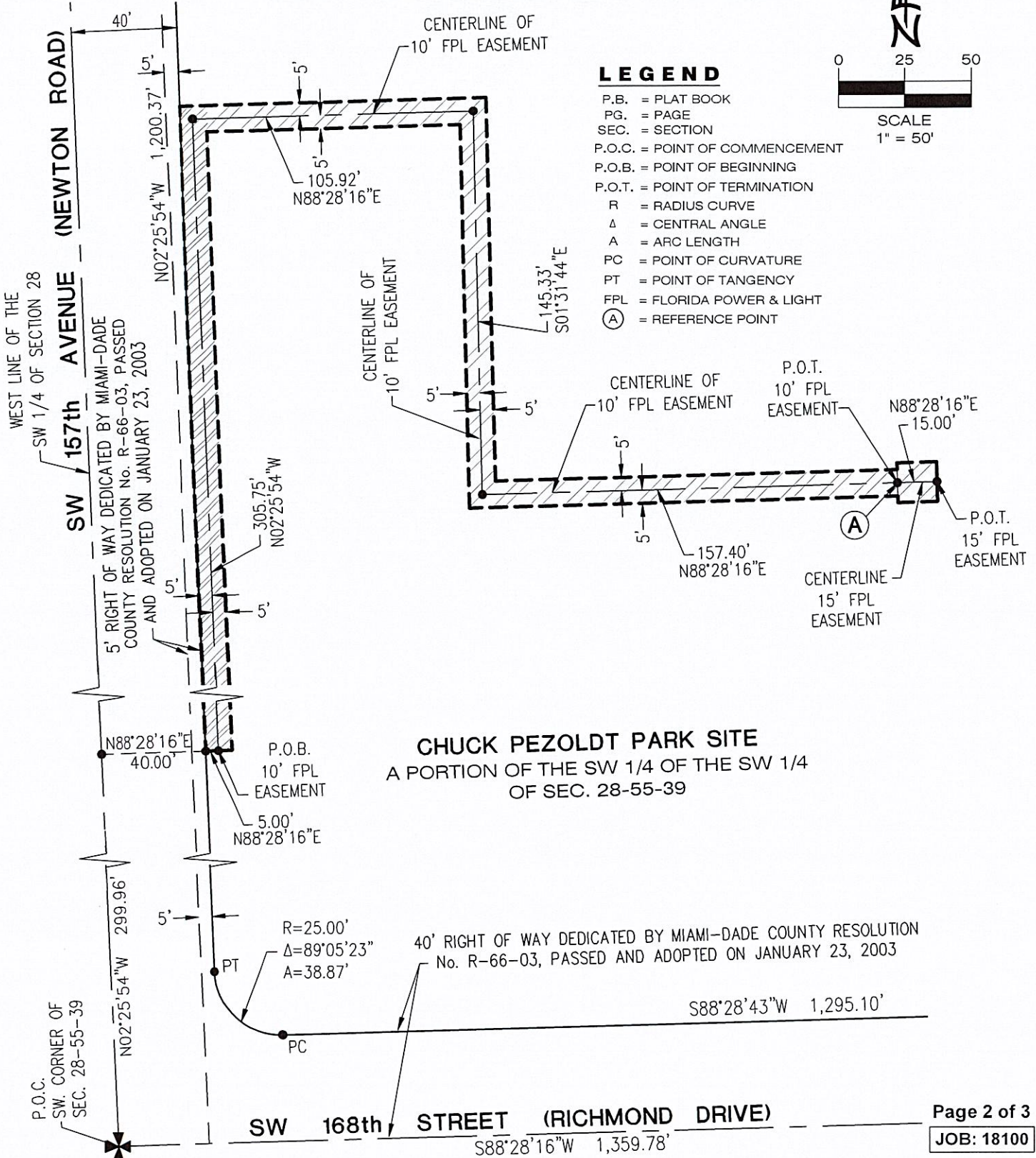
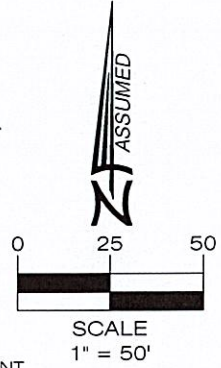
prepared by:



LAND SURVEYOR AND MAPPERS  
 CIVIL ENGINEERING  
 3D LASER SCANNING  
 UTILITY COORDINATION  
 SUBSURFACE UTILITY ENGINEERING

**EXHIBIT "A"**

**FLORIDA POWER & LIGHT COMPANY EASEMENT**



SKETCH TO ACCOMPANY LEGAL DESCRIPTION

prepared by:



LAND SURVEYOR AND MAPPERS  
CIVIL ENGINEERING  
3D LASER SCANNING  
UTILITY COORDINATION  
SUBSURFACE UTILITY ENGINEERING

FLORIDA POWER & LIGHT COMPANY EASEMENT

SOURCES OF DATA:

Township Survey Maps for Section 28, Township 55 South, Range 39 East, Miami-Dade County, Florida, prepared by Miami-Dade County, Transportation and Public Works Department, last dated on August 1977.

Bearings as shown hereon are based upon the West Line of the Southwest 1/4 of Section 28, Township 55 South, Range 39 East, Miami-Dade County, Florida with an assumed bearing of N02°25'54"W, said line to be considered a well established and monumented line.

EASEMENTS AND ENCUMBRANCES:

No information was provided as to the existence of any easements other than those that appeared on the underlying Plat of record. Please refer to the Limitations portion with respect to possible restrictions of record and utility services.

LIMITATIONS:

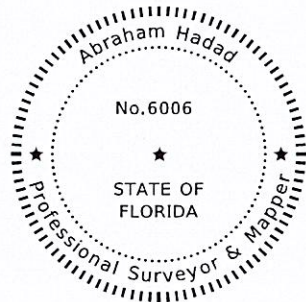
Since no other information was furnished other than that which is cited in the Sources of Data, the Client is hereby advised that there may be legal restrictions on the subject property that are not shown on the Sketch or contained within this Report that may be found in the Public Records of Miami-Dade County, Florida or any other public and private entities as their jurisdictions may appear.

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

SURVEYOR'S CERTIFICATE:

I hereby certify that this "Sketch to Accompany Legal Description," was prepared under my direction and is true and correct to the best of my knowledge and belief and further, that said Sketch meets the intent of the "Standards of Practice for Land Surveying in the State of Florida", pursuant to Rule 5J-17.051 of the Florida Administrative Code and its implementing Rule, Chapter 472.027 of the Florida Statutes.

Abraham Hadad, P.S.M.  
For The Firm  
Professional Surveyor and Mapper LS6006  
HADONNE CORP., a Florida corporation  
Land Surveyors and Mappers  
Certificate of Authorization LB7097  
1985 NW 88 Court, Suite 101  
Doral, Florida 33172  
305.266.1188 phone  
305.207.6845 fax



Digitally signed  
by Abraham  
Hadad  
Date: 2025.12.08  
08:58:47 -05'00'

NOTICE: Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper. 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-17.051 of the Florida Administrative Code.

"Exhibit B"



# PROPERTY APPRAISER OF MIAMI-DADE COUNTY

## Summary Report

Generated On: 12/08/2025

PROPERTY INFORMATION	
Folio	30-5928-000-0090
Property Address	0, FL
Owner	MIAMI-DADE COUNTY, PARKS AND RECREATION
Mailing Address	275 NW 2 ST 4FL MIAMI, FL 33128-1794
Primary Zone	2100 ESTATES - 15000 SQFT LOT
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	1,742,400 Sq.Ft
Year Built	0

ASSESSMENT INFORMATION			
Year	2025	2024	2023
Land Value	\$5,227,200	\$5,227,200	\$5,227,200
Building Value	\$0	\$0	\$0
Extra Feature Value	\$123,811	\$125,172	\$126,532
Market Value	\$5,351,011	\$5,352,372	\$5,353,732
Assessed Value	\$4,808,493	\$4,371,358	\$3,973,962

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
Non-Homestead Cap	Assessment Reduction	\$542,518	\$981,014	\$1,379,770
County	Exemption	\$4,808,493	\$4,371,358	\$3,973,962

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
28 55 39 1742400 SQ FT	
SW1/4 OF SW1/4 LESS W35FT FOR RW	
OR 18121-4687 0997 3	
CHUCK PEZOLDT PARK	



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
<b>COUNTY</b>			
Exemption Value	\$4,808,493	\$4,371,358	\$3,973,962
Taxable Value	\$0	\$0	\$0
<b>SCHOOL BOARD</b>			
Exemption Value	\$5,351,011	\$5,352,372	\$5,353,732
Taxable Value	\$0	\$0	\$0
<b>CITY</b>			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
<b>REGIONAL</b>			
Exemption Value	\$4,808,493	\$4,371,358	\$3,973,962
Taxable Value	\$0	\$0	\$0

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
09/01/1997	\$951,900	17814-0753	Other disqualified

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <https://www.miamidadepa.gov/pa/disclaimer.page>



**MEMORANDUM**  
(Revised)

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

**DATE:** April 21, 2026

**FROM:**   
Gen 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**
- \_\_\_\_\_ **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. 8(H)(1)  
4-21-26

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A DISTRIBUTION FACILITIES INSTALLATION AGREEMENT AND GRANTING OF A NON-EXCLUSIVE UTILITY EASEMENT TO FLORIDA POWER AND LIGHT COMPANY, FOR THE INSTALLATION OF ABOVE-GROUND AND UNDERGROUND FACILITIES WITHIN CHUCK PEZOLDT 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 this Board:

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

**Section 2.** Approves in substantially the form attached hereto as Exhibits 1 and 2, the Distribution Facilities Installation 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 above-ground and underground utilities to serve a recreational facility within County-owned Chuck Pezoldt Park located at 16555 SW 157<sup>th</sup> Avenue, in Unincorporated Miami-Dade County, Florida, Folio No. 30-5928-000-0090.

**Section 3.** Authorizes the County Mayor or County Mayor's designee to execute the easement for and on behalf of Miami-Dade County, Florida, and to exercise the provisions contained therein.

**Section 4.** Directs the County Mayor or County Mayor's designee to take all actions possible to achieve compliance with Resolution No. R-504-15.

**Section 5.** Directs, pursuant to Resolution No. R-974-09, the County Mayor or County Mayor's designee to 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 further directs the Clerk of the Board to 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	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

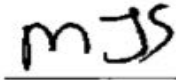
The Chairperson thereupon declared this resolution duly passed and adopted this 21<sup>st</sup> day of April, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Handwritten signature of Melanie J. Spencer in black ink, consisting of the letters 'mjs' in a cursive style, positioned above a horizontal line.

Melanie J. Spencer