

MEMORANDUM

Agenda Item No. 8(L)(2)

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

DATE: July 1, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Settlement Agreement in Doris Buzaglo, an individual and David Buzaglo, an individual, Plaintiffs, v. Miami-Dade County, Case No. 2024-000895-CA-01 in the amount of \$635,000.00 to resolve any and all claims between the parties; and approving Settlement Agreement in Maria Bessellieu, an individual; Plaintiff, v. Miami-Dade County, Case No. 2024-21857-CA-01 in the amount of \$675,000.00 to resolve any and all claims between the parties; and authorizing the County Mayor to execute the Settlement Agreements and exercise all provisions contained therein

Resolution No. R-668-25

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Micky Steinberg.



Geri Bonzon-Keenan
County Attorney

GBK/gh

Memorandum



Date: July 1, 2025

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

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Resolution Approving Settlement Agreements in *DORIS BUZAGLO, an individual; and DAVID BUZAGLO, an individual, Plaintiffs, vs. MIAMI-DADE COUNTY, Case No. 2024-00895-CA-01* and *MARIA BESSELLIEU, and individual, Plaintiff vs. MIAMI-DADE COUNTY, Case No. 2024-21857-CA-01* and Authorizing the County Mayor to Execute the Settlement Agreements

Executive Summary

The attached resolution seeks approval of two settlement agreements in separate but related lawsuits. The first is a Settlement Agreement (Exhibit A) between Miami-Dade County and Doris Buzaglo and David Buzaglo (the “Buzaglos”). The Buzaglos filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, alleging damages to their property located at 2380 NE 199th Street, Miami, Florida 33180 (the “Buzaglo Property”). The second is a Settlement Agreement (Exhibit B) between Miami-Dade County and Maria Bessellieu (“Bessellieu”). Bessellieu filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, alleging damages to her property located at 2390 NE 199th Street, Miami, Florida 33180 (the “Bessellieu Property”). Both lawsuits allege that the damages resulted from occurrences relating to the County’s ownership, management, maintenance, and repair of a ten-foot-wide drainage easement that runs north-south along the eastern boundary of the Buzaglo Property (the “Easement”). Both Complaints assert identical claims against the County for Negligence (Management of Easement) (Count I); Negligence (Corrective Work) (Count II); Private Nuisance (Count III); and Trespass to Real Property (Count IV); and Inverse Condemnation (Count V).

The Buzaglos initially demanded \$2,300,000.00 to resolve their claims. The Buzaglos agreed to mediation of this dispute with former Eleventh Judicial Circuit Court Judge Michael Hanzman, and agreed to amicably settle all claims and disputes arising from or related to the occurrences asserted in their Lawsuit for the amount of \$635,000.00 which is comprised of \$150,000.00 paid as torts claims and \$485,000.00 attributable to all other claims that were asserted or could have been asserted in the Lawsuit, all of which include potential cost avoidance, fees, and other costs, in a settlement subject to approval by the Board of County Commissioners (the “Board”).

Bessellieu initially demanded \$2,800,000.00 to resolve her claims. Through negotiations, Bessellieu agreed to amicably settle all claims and disputes arising from or related to the occurrences asserted in her Lawsuit for the amount of \$675,000.00 which is comprised of \$150,000.00 paid as torts claims and \$525,000.00 attributable to all other claims that were asserted or could have been asserted in the Lawsuit, all of which include potential cost avoidance, fees, and other costs, in a settlement subject to approval by the Board.

Recommendation

It is recommended that the Board approve the attached Settlement Agreement between the County and the Buzaglos. The Settlement Agreement, which is attached to the resolution, resolves all claims brought by the Buzaglos against the County in the Lawsuit, for Six Hundred and Thirty-Five Thousand and 00/100 dollars (\$635,000.00).

It is also recommended that the Board approve the attached Settlement Agreement between the County and Bessellieu. The Settlement Agreement, which is attached to the resolution, resolves all claims brought by Bessellieu against the County in the Lawsuit, for Six Hundred and Seventy-Five Thousand and 00/100 dollars (\$675,000.00).

Scope

The Buzaglo and Bessellieu Properties and the Easement are in Commission District 4, represented by Commissioner Micky Steinberg.

Delegation of Authority

This item authorizes the County Mayor or the County Mayor's designee to execute both Settlement Agreements on behalf of the County and to carry out all obligations and exercise all rights contained therein.

Fiscal Impact/Funding Source

Under the terms of the first Settlement Agreement, the Buzaglos will release the County of all disputes relating to the issues arising from the litigation. The settlement will be Six Hundred and Thirty-Five Thousand and 00/100 dollars (\$635,000.00) which is comprised of One Hundred and Fifty Thousand and 00/100 dollars (\$150,000.00) paid as torts claims and Four Hundred Eighty-Five Thousand and 00/100 dollars (\$485,000.00) paid from Miami-Dade County Stormwater Utility Fees revenue.

Under the terms of the second Settlement Agreement, Bessellieu will release the County of all disputes relating to the issues arising from the litigation. The settlement will be Six Hundred and Seventy-Five Thousand and 00/100 dollars (\$675,000.00) which is comprised of One Hundred and Fifty Thousand and 00/100 dollars (\$150,000.00) paid as torts claims and Five Hundred Twenty-Five Thousand and 00/100 dollars (\$525,000.00) paid from Miami-Dade County Stormwater Utility Fees revenue.

Track Record/Monitor

The Department of Transportation and Public Works handled these complaints. The Department of Regulatory and Economic Resources will oversee processing payment pursuant to the Settlement Agreements, since One Million Ten Thousand and 00/100 dollars (\$1,010,000.00) will be paid from Miami-Dade County Stormwater Utility Fees revenue.

Background

The County owns the Easement, which is a ten-foot-wide drainage easement that runs north-south along the eastern boundary of the Buzaglo Property, through which a 15-inch outfall pipe drained water from the public right of way on NE 199th Street to a lake at the rear of the

Property.

In 2020, Bessellieu, notified the County of significant settlement issues to her home, and alleged this was caused by the County's alleged failure to maintain the Easement. Shortly thereafter, the Buzaglos filed a similar claim with the County, alleging structural and foundational damage to the Buzaglo Property resulting from settlement caused by the County's alleged failure to maintain the Easement.

Upon investigation of these claims, the County discovered the presence of several unpermitted structures on the Buzaglo Property, including an unpermitted concrete walkway and an unpermitted shed within the Easement, both of which the County ordered to be removed per the hearing decision and order of the Miami-Dade County Unsafe Structures Appeal Panel (USP No. DC20210209519U). The removal of the deck from the drainage Easement was inspected as completed on January 12, 2022 (Miami-Dade County Permit No. 2022019963).

Simultaneously, the County, through the Department of Transportation and Public Works ("DTPW") retained AtkinsRealis ("Atkins") to subcontract Professional Service Industries, Inc. (PSI) to complete a Phase II field exploration and geotechnical evaluation. Phase II PSI Project No: 0397-1679 2380-2390 NE 199th Street, Miami, FL, included the assessment of the subsurface conditions at the site and developed final geotechnical engineering recommendations and guidelines for use in preparing the design and other related construction documents associated with the remediation of the existing building on the Bessellieu Property, pool deck and drainage piping. As stated in the Phase II scope of services for PSI, no major movements were observed or detected in the Buzaglo Property or elsewhere. PSI had completed an earlier Phase I Geotechnical Evaluation Report (PSI Project No. 0397-1583) dated March 25, 2021, which included the results from a limited field exploration. PSI's Chief Engineer, Jose N. Gomez, P.E., had conducted a visual survey of the site on December 7th, 2020, including the existing condition of the residential buildings on the Buzaglo Property and the Bessellieu Property, as well as of the 15-inch drainage pipe that ran between the two houses in the Easement.

Based on the results of the PSI Phase II geophysical study, two areas were identified with anomalies, one east of the 15-inch drainage pipe closer to the west wall of the distressed house on the Bessellieu Property and one close to the pool deck located on the Buzaglo Property. These anomalies were shown at depths of approximately six to nine feet below ground surface, which appeared to be below the depth of the bottom of the drainage pipe. It was not clear at that time of the Phase II study if the anomalies were associated with the the drainage pipe or associated with natural geological causes.

Based on data obtained from the field exploration and geophysical/seismic sounding study in Phase II, PSI concluded that the anomalies found were most likely the cause of the settlement signs observed on the Bessellieu Property and pool deck which had occurred sometime during the 2019-2020 timeframe; no major movements were observed or detected in the other house on the Buzaglo Property or elsewhere. In the Phase II study, these anomalies were further explored to determine their most possible cause. Visual comparison of photos taken of the outside diagonal crack in the west wall of house on the Bessellieu Property in July 2020 with the ones taken in August 2022, two years later, appeared to indicate that crack openings were

similar and suggested that movements had stopped; however, there were no actual measurements available to confirm this.

Upon Atkins' recommendation based on PSI's Phase II study, DTPW initiated a remediation project to abandon the 15-inch diameter drainage pipe by filling it with concrete, and to stabilize the adjacent soils using the combined techniques of chemical and compaction grouting to a depth of 20-feet from grade to prevent further ground settlement. This project was completed in or around June 2023.

On or about January 15, 2024, the Buzaglos filed a four-count Complaint (for Negligence (Management of Easement) (Count I); Negligence (Corrective Work) (Count II); Private Nuisance (Count III); and Trespass to Real Property (Count IV), which was subsequently amended to add Count V for Inverse Condemnation. On September 18, 2024, the County moved for judgment on the pleadings as it related to Counts I-IV of the Amended Complaint on various bases, and to dismiss Count V for inverse condemnation, on the basis that the inverse condemnation allegations demonstrate that the County never "took" property rights that it did not already own pursuant to its drainage easement; the Buzaglos were not deprived of any beneficial use or value of their property by the County's actions; and the allegations and factual circumstances do not form the basis of a "taking" under Florida law.

On September 20, 2024, the County and the Buzaglos mediated this matter with former Eleventh Circuit Court Judge Michael Hanzman. While the cause(s) of the settlement issues and structural damage to the Buzaglos' property remains in dispute, significant costs would have to be incurred in the form of expert fees and discovery, the outcome of which could not be guaranteed. Accordingly, while the County was prepared to vigorously defend this claim, in light of the potentially significant litigation costs, including expert fees and discovery, combined with the uncertainty of the outcome, the County, in exchange for a full release of all claims by, and indemnity from, third party claims against the Buzaglos, agreed to resolve all claims and disputes arising from or related to the occurrences asserted in the Lawsuit for the total amount of Six Hundred and Thirty-Five Thousand and 00/100 dollars (\$635,000.00).

On or about November 14, 2024, Bessellieu filed a five-count Complaint (for Negligence (Management of Easement) (Count I); Negligence (Corrective Work) (Count II); Private Nuisance (Count III); Trespass to Real Property (Count IV); and Inverse Condemnation (Count V). On January 6, 2025, the County moved to dismiss the claims asserting the same arguments presented in the motion for judgment on the pleadings in the Buzaglos' case. While the cause(s) of the settlement issues and structural damage to Bessellieu's property remains in dispute, significant costs would have to be incurred in the form of expert fees and discovery, the outcome of which could not be guaranteed. Accordingly, while the County was prepared to vigorously defend this claim, in light of the potentially significant litigation costs, including expert fees and discovery, combined with the uncertainty of the outcome, the County, in exchange for a full release of all claims by, and indemnity from, third party claims against Bessellieu, agreed to resolve all claims and disputes arising from or related to the occurrences asserted in the Lawsuit for the total amount of Six Hundred and Seventy-Five Thousand and 00/100 dollars (\$675,000.00).

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
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Attachments

A handwritten signature in black ink, reading "Roy Coley". The signature is written in a cursive style with a horizontal line extending from the end of the word "Coley".

Roy Coley
Chief Utilities and Regulatory Services Officer

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the “**Agreement**”) is made and voluntarily entered into as of the **Effective Date** (as defined herein), by and between MIAMI-DADE COUNTY (the “**COUNTY**”), a political subdivision of the State of Florida, and DORIS BUZAGLO (an individual residing in Miami-Dade County) and DAVID BUZAGLO (an individual residing in Miami-Dade County) (collectively the “**BUZAGLOS**”). The **COUNTY**, DORIS BUZAGLO, and DAVID BUZAGLO are each referred to herein as a “**Party**”, and collectively as the “**Parties**.”

RECITALS

WHEREAS, the **BUZAGLOS** have represented they are the sole owners of a property located at 2380 NE 199th Street, Miami, Florida 33180 (the “**Property**”), and no other person or entity has an ownership or possessory interest therein; and

WHEREAS, the **COUNTY** owns a ten-foot-wide drainage easement that runs north-south along the eastern boundary of the **Property** (the “**Easement**”), recorded in the official records of Miami-Dade County in Plat Book 92, Page 310; and

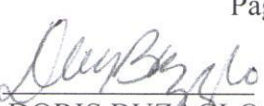
WHEREAS, on or about January 15, 2024, the **BUZAGLOS** filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida alleging damages to the **Property** resulting from occurrences relating to the **COUNTY**’s ownership, management, maintenance, and repair of the **Easement**, and asserting four Counts against the **COUNTY** for Negligence (Management of Easement) (Count I); Negligence (Corrective Work) (Count II); Private Nuisance (Count III); and Trespass to Real Property (Count IV) in the matter styled: *DORIS BUZAGLO, an individual; and DAVID BUZAGLO, an individual, Plaintiffs, vs. MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Defendant: Case No. 2024-000895-CA-01* (the “**Complaint**”); and

WHEREAS, on August 7, 2024, pursuant to the entry of an Agreed Order of the same date, the **BUZAGLOS** filed an Amended Complaint in the referenced court action which added a count for Inverse Condemnation (Count V) (the “**Amended Complaint**”, and together with the **Complaint** the “**Lawsuit**”); and

WHEREAS, the **COUNTY** and the **BUZAGLOS** desire to amicably settle all claims and disputes arising from or related to the occurrences asserted in the **Lawsuit** for the amount of Six Hundred and Thirty-Five Thousand and 00/100 dollars (\$635,000.00) which is comprised of One Hundred and Fifty Thousand and 00/100 dollars (\$150,000.00) attributable to torts claims and Four Hundred Eighty-Five Thousand and 0/100 dollars (\$485,000.00) attributable to all other claims that were asserted or could have been asserted in the **Lawsuit**, all of which include potential cost avoidance, fees, and costs,

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COUNTY


DORIS BUZAGLO


DAVID BUZAGLO

MDC007

NOW, THEREFORE, in consideration of the covenants, obligations, payments, promise of release, and dismissal, the receipt, sufficiency, and adequacy of all such consideration being expressly acknowledged, the **Parties** hereby agree as follows:

AGREED TERMS

1. **Incorporation:** The foregoing recitals of fact were made and shall be a part of this **Agreement** to the same extent as if fully set forth herein.
2. **Condition; Effective Date:** The “**Effective Date**” of this **Agreement** shall be the effective date of the resolution of the Board of County Commissioners of Miami-Dade County, Florida (the “BCC”) approving this **Agreement**.
3. **Payment and Release:** Doris Buzaglo and David Buzaglo, the undersigned (“**RELEASORS**”), each being of lawful age, for the sole consideration of **Six Hundred and Thirty-Five Thousand and 00/100 dollars (\$635,000.00)** (the “**Settlement Amount**”) to be paid by the **COUNTY** to **Zarco Einhorn Salkowski, P.A.’s Trust Account** within thirty (30) days of the **Effective Date**, for each individually and their heirs, executors, administrators, successors, and assigns, do hereby release, acquit, and forever discharge the **COUNTY**, its past, present, or future agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations, or partnerships (“**RELEASEE**”) of and from any and all claims, actions, causes of action, or demands, rights, damages, costs, attorneys fees, loss of service, expenses, and compensation whatsoever, which **RELEASORS** now have, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen action, inaction, or event of any kind, nature, or degree and the consequences thereof arising or resulting from, or related to, the **Easement** and including any improvements placed on, in, or adjacent to the **Easement**, and including but not limited to the **COUNTY’s** ownership, management, maintenance, repair, or actions related to the **Easement**, and specifically including but not necessarily limited to the occurrences alleged, or which could have been alleged, in the **Lawsuit**.
4. **Dismissal of the Lawsuit with Prejudice:** Within five (5) business days of receipt by **RELEASORS** of the **Settlement Amount**, **RELEASORS** shall file or caused to be filed a Notice of Dismissal with Prejudice of the **Lawsuit**, with the Court to retain jurisdiction to enforce the terms of this **Agreement**, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, in the matter styled: *DORIS BUZAGLO, an individual; and DAVID BUZAGLO, an individual, Plaintiffs, vs. MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Defendant: Case No. 2024-000895-CA-01.*

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COUNTY


DORIS BUZAGLO


DAVID BUZAGLO

MDC008

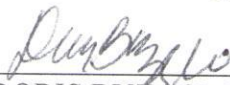
5. **No Admission of Liability:** It is understood and agreed this **Agreement** is entered into as a compromise of doubted and disputed claims, and the payment hereof is not intended to, nor shall it be construed as, an admission of any negligence, culpability, liability, wrongdoing, or breach on the part of any party or person of any kind hereby released, and that said **RELEASEE** denies liability thereof and intends merely to avoid litigation and buy its peace.
6. **Indemnity:** **RELEASORS** agree to indemnify and hold harmless **RELEASEE** from all manner of action or actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity, which have or may be asserted by any third-party against **RELEASORS** arising out of **RELEASORS'** ownership of the **Property**, receipt of settlement proceedings, recovery of compensation in inverse condemnation or eminent domain, or any occurrence set forth in the **Lawsuit** or out of any lien arising by operation of law or otherwise out of such bills or expenses, including but not limited to attorneys' fees and costs.

RELEASORS accept responsibility for and agree to pay out of the **Settlement Amount** any and all liens, claims for reimbursement, bills, costs, charges, fees, or expenses incurred by them in relation to the **Property** or the occurrences alleged in the **Lawsuit**.

7. **Representations and Warranties:** The **Parties** represent and warrant the following:
- The person executing this **Agreement** on its behalf is authorized to do so;
 - This **Agreement** is executed without duress, and without reliance upon any statement, inducement, or representation of **RELEASEE** or its representatives concerning the nature and extent of any damages or injuries and/or legal liability therefore, and each **Party** has had the opportunity to discuss this **Agreement** with a lawyer of its choice, if so desired;
 - The **Settlement Amount** described in Section 3 is a fair and reasonable settlement and fully and finally resolves all disagreements and matters relating to the occurrences asserted or which could have been asserted in the **Lawsuit** arising or resulting from, or related to, the **COUNTY's** ownership, management, maintenance, or repair of the **Easement**; and
 - Each **Party** has completely read and fully understands all the terms and conditions in this **Agreement**, fully agrees to each and every provision thereof, and hereby acknowledges receipt of a copy hereof.

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COUNTY


DORIS BUZAGLO


DAVID BUZAGLO

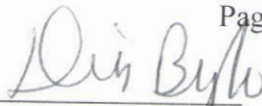
MDC009

In addition, **RELEASORS** represent and warrant the following:

- a. **RELEASORS** have the sole interest in and ownership of the claims being released sufficient to grant the releases of those claims contemplated hereby, and that they have not assigned, or in any conveyed, transferred, or encumbered all or any portion of the claims discharged by this **Agreement**, and that they have the exclusive right, capacity, and authority to execute this **Agreement**;
- b. **RELEASORS** do not have a mortgage on the **Property** and affirm that there is no bank, mortgagee, or third party with an interest in the settlement proceeds. **RELEASORS** have provided proof of the satisfaction, release and/or termination of the Mortgage dated July 6, 2021 in favor of Trust Bank, recorded in the records of Miami-Dade County on September 15, 2021 in Official Records Book 32736, Page 3090.
- c. **RELEASORS** have not received any insurance proceeds in connection with the damage claimed in the Lawsuit and agree to assign to **RELEASEE** any and all interests in insurance proceeds and policies that pertain to the occurrences, damages, incidents, claims and allegations contained in the **Lawsuit**.
8. **Amendments:** This **Agreement** may be modified or amended only in writing signed by all Parties to be bound. A waiver by the **COUNTY** of any provision of this **Agreement** shall not waive any other provision of this **Agreement**.
9. **Entire Agreement:** This **Agreement** constitutes the entire understanding between the **Parties** hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any **Party**, except as specifically set forth in this **Agreement**. All prior discussions and negotiations with respect to the settlement have been and are merged and integrated into, and are superseded by, this **Agreement**.
10. **Successors and Assigns:** This **Agreement** shall be binding upon and inure to the benefit of the **Parties** hereto and their respective successors and assigns.
11. **Severability:** In the event that any provision of this **Agreement** shall be held to be void, voidable, or unenforceable in a particular instance and such provision does not affect the basis of the bargain of the **Parties** hereunder, such provision shall be severed in such instance and the remaining portions hereof shall remain in full force and effect. Furthermore, in lieu of such severed provision, there shall be added automatically in any such instance as part of this **Agreement** a provision as similar to the severed provision as may be possible and be legal, binding, and enforceable.

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COUNTY


DORIS BUZAGLO


DAVID BUZAGLO

MDC010

12. **Governing Law and Choice of Forum:** This **Agreement** is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this **Agreement**, or any acts arising or relating thereto, proper venue thereof shall be in Miami-Dade County.
13. **Execution in Counterparts:** This **Agreement** may be executed by the **Parties** by signing any one of the multiple copies of this **Agreement** or by electronic signature. Any copy of this **Agreement**, when signed by any of the **Parties**, shall be deemed an original. All of the signed copies shall together constitute one **Agreement**.
14. **Paragraph Headings, Interpretation:** Paragraph headings contained in this **Agreement** are for reference purposes only and shall not affect in any way the meaning or interpretation of this **Agreement**. No provision of this **Agreement** is to be interpreted for or against any party because that party or its legal representative drafted such provision.

IN TESTIMONY WHEREOF, the undersigned have entered into and executed this **Agreement** on the date set forth below under the signature of each.

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_____ COUNTY	 DORIS BUZAGLO	 DAVID BUZAGLO
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THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 22 day of October, 2024.

CAUTION: READ BEFORE SIGNING BELOW

Doris Buzaglo
Doris Buzaglo

Witness (Print name)

Witness (Sign)

Address

STATE OF FLORIDA

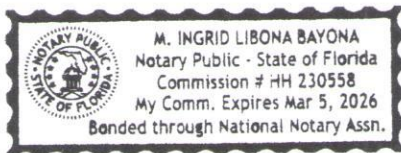
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one):

☒ physical presence ☐ online notarization this 22 day of October, 20 24.
(day) (month) (year)

by Doris Buzaglo
(name of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL-DL.
(type)



(affix Florida Notary Seal above)

M. Ingrid Libona Bayona
(Signature of Notary Public)

M. Ingrid Libona Bayona
(typed, printed, or stamped name of Notary Public)

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 22 day of October, 2024.

CAUTION: READ BEFORE SIGNING BELOW



David Buzaglo

Witness (Print name)

Witness (Sign)

Address

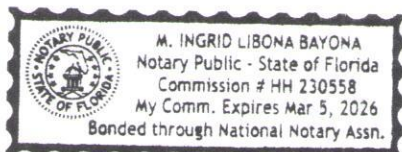
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of (how the individual appeared check one):

☒ physical presence ☐ online notarization this 22 day of October, 20 24.
(day) (month) (year)

by David Buzaglo
(name of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL - D.L.
(type)



(affix Florida Notary Seal above)



(Signature of Notary Public)

M. Ingrid Libona Bayona
(typed, printed, or stamped name of Notary Public)

Miami-Dade County

By: _____

Printed Name: _____

Its: _____

Date: _____

**Approved as to form
and legal sufficiency**

Assistant County Attorney

EXHIBIT B

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (the “**Agreement**”) is made and voluntarily entered into as of the **Effective Date** (as defined herein), by and between MIAMI-DADE COUNTY (the “**COUNTY**”), a political subdivision of the State of Florida, and MARIA BESSELLIEU (an individual residing in Miami-Dade County) (“**BESSELLIEU**”). The **COUNTY** and **BESSELLIEU** are each referred to herein as a “**Party**”, and collectively as the “**Parties**.”

RECITALS

WHEREAS, **BESSELLIEU** has represented she is the sole owner of a property located at 2390 NE 199th Street, Miami, Florida 33180 (the “**Property**”), and no other person or entity has an ownership or possessory interest therein; and

WHEREAS, the **COUNTY** owns a ten-foot-wide drainage easement that runs north-south near the western boundary of the **Property** (the “**Easement**”), recorded in the official records of Miami-Dade County in Plat Book 92, Page 310; and

WHEREAS, on or about November 14, 2024, **BESSELLIEU** filed a Complaint in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida alleging damages to the **Property** resulting from occurrences relating to the **COUNTY**’s ownership, management, maintenance, and repair of the **Easement**, and asserting five Counts against the **COUNTY** for Negligence (Management of Easement) (Count I); Negligence (Corrective Work) (Count II); Private Nuisance (Count III); Trespass to Real Property (Count IV); and Inverse Condemnation (Count V) in the matter styled: *MARIA BESSELLIEU, an individual, Plaintiff, vs. MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Defendant: Case No. 2024-21857-CA-01* (the “**Complaint**” or the “**Lawsuit**”); and

WHEREAS, the **COUNTY** and **BESSELLIEU** desire to amicably settle all claims and disputes arising from or related to the occurrences asserted in the **Lawsuit** for the amount of Six Hundred and Seventy-Five Thousand and 00/100 dollars (\$675,000.00) which is comprised of One Hundred and Fifty Thousand and 00/100 dollars (\$150,000.00) attributable to torts claims and Five Hundred Twenty-Five Thousand and 0/100 dollars (\$525,000.00) attributable to all other claims that were asserted or could have been asserted in the **Lawsuit**, all of which include potential cost avoidance, fees, and costs,

NOW, THEREFORE, in consideration of the covenants, obligations, payments, promise of release, and dismissal, the receipt, sufficiency, and adequacy of all such consideration being expressly acknowledged, the **Parties** hereby agree as follows:

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COUNTY


MARIA BESSELLIEU

MDC015

AGREED TERMS

1. **Incorporation:** The foregoing recitals of fact were made and shall be a part of this **Agreement** to the same extent as if fully set forth herein.
2. **Condition; Effective Date:** The “**Effective Date**” of this **Agreement** shall be the effective date of the resolution of the Board of County Commissioners of Miami-Dade County, Florida (the “**BCC**”) approving this **Agreement**.
3. **Payment and Release:** Maria Bessellieu, the undersigned (“**RELEASOR**”), being of lawful age, for the sole consideration of **Six Hundred and Seventy-Five Thousand and 00/100 dollars (\$675,000.00)** (the “**Settlement Amount**”) to be paid by the **COUNTY** to **Zarco Einhorn Salkowski, P.A.’s Trust Account** within thirty (30) days of the **Effective Date**, individually and for her heirs, executors, administrators, successors, and assigns, does hereby release, acquit, and forever discharge the **COUNTY**, its past, present, or future agents, servants, successors, heirs, executors, administrators, and all other persons, firms, corporations, associations, or partnerships (“**RELEASEE**”) of and from any and all claims, actions, causes of action, or demands, rights, damages, costs, attorneys fees, loss of service, expenses, and compensation whatsoever, which **RELEASOR** now has, or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen action, inaction, or event of any kind, nature, or degree and the consequences thereof arising or resulting from, or related to, the **Easement** and including any improvements placed on, in, or adjacent to the **Easement**, and including but not limited to the **COUNTY**’s ownership, management, maintenance, repair, or actions related to the **Easement**, and specifically including but not necessarily limited to the occurrences alleged, or which could have been alleged, in the **Lawsuit**.
4. **Dismissal of the Lawsuit with Prejudice:** Within five (5) business days of receipt by **RELEASOR** of the **Settlement Amount**, **RELEASOR** shall file or caused to be filed a Notice of Dismissal with Prejudice of the **Lawsuit**, with the Court to retain jurisdiction to enforce the terms of this **Agreement**, in the Circuit Court of the Eleventh Judicial Circuit in and for Miami-Dade County, in the matter styled: *MARIA BESSELLIEU, an individual, Plaintiff, vs. MIAMI-DADE COUNTY, a political subdivision of the State of Florida, Defendant: Case No. 2024-21857-CA-01.*
5. **No Admission of Liability:** It is understood and agreed this **Agreement** is entered into as a compromise of doubted and disputed claims, and the payment hereof is not intended to, nor shall it be construed as, an admission of any negligence, culpability, liability, wrongdoing, or breach on the part of any party or person of any kind hereby released, and that said **RELEASEE** denies liability thereof and intends merely to avoid litigation and buy its peace.

6. **Indemnity:** **RELEASOR** agrees to indemnify and hold harmless **RELEASEE** from all manner of action or actions, causes and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, costs, expenses, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims, and demands whatsoever in law or in equity, which have or may be asserted by any third-party, including but not limited to any mortgagee, against **RELEASOR** arising out of **RELEASOR'S** ownership of the **Property**, receipt of settlement proceedings, recovery of compensation in inverse condemnation or eminent domain, or any occurrence set forth in the **Lawsuit** or out of any lien arising by operation of law or otherwise out of such bills or expenses, including but not limited to attorneys' fees and costs.

RELEASOR accepts responsibility for and agrees to pay out of the **Settlement Amount** any and all liens, claims for reimbursement, bills, costs, charges, fees, or expenses incurred by them in relation to the **Property** or the occurrences alleged in the **Lawsuit**.

7. **Representations and Warranties:** The **Parties** represent and warrant the following:
- a. The person executing this **Agreement** on its behalf is authorized to do so;
 - b. This **Agreement** is executed without duress, and without reliance upon any statement, inducement, or representation of **RELEASEE** or its representatives concerning the nature and extent of any damages or injuries and/or legal liability therefore, and each **Party** has had the opportunity to discuss this **Agreement** with a lawyer of its choice, if so desired;
 - c. The **Settlement Amount** described in Section 3 is a fair and reasonable settlement and fully and finally resolves all disagreements and matters relating to the occurrences asserted or which could have been asserted in the **Lawsuit** arising or resulting from, or related to, the **COUNTY's** ownership, management, maintenance, or repair of the **Easement**; and
 - d. Each **Party** has completely read and fully understands all the terms and conditions in this **Agreement**, fully agrees to each and every provision thereof, and hereby acknowledges receipt of a copy hereof.

In addition, **RELEASOR** represents and warrant the following:

- a. **RELEASOR** has the sole interest in and ownership of the claims being released sufficient to grant the releases of those claims contemplated hereby, and that she has not assigned, or in any way conveyed, transferred, or encumbered all or any portion of the claims discharged by this **Agreement**, and that she has the exclusive

right, capacity, and authority to execute this **Agreement**;

- b. **RELEASOR** agrees to assign to **RELEASEE** any and all interests in future and prospective insurance proceeds obtained after execution of the Settlement Agreement and policies that pertain to the occurrences, damages, incidents, claims and allegations contained in the **Lawsuit**.
8. **Amendments**: This **Agreement** may be modified or amended only in writing signed by all Parties to be bound. A waiver by the **COUNTY** of any provision of this **Agreement** shall not waive any other provision of this **Agreement**.
9. **Entire Agreement**: This **Agreement** constitutes the entire understanding between the **Parties** hereto with respect to the subject matter hereof and supersedes any prior agreements, written or oral, with respect thereto. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any **Party**, except as specifically set forth in this **Agreement**. All prior discussions and negotiations with respect to the settlement have been and are merged and integrated into, and are superseded by, this **Agreement**.
10. **Successors and Assigns**: This **Agreement** shall be binding upon and inure to the benefit of the **Parties** hereto and their respective successors and assigns.
11. **Severability**: In the event that any provision of this **Agreement** shall be held to be void, voidable, or unenforceable in a particular instance and such provision does not affect the basis of the bargain of the **Parties** hereunder, such provision shall be severed in such instance and the remaining portions hereof shall remain in full force and effect. Furthermore, in lieu of such severed provision, there shall be added automatically in any such instance as part of this **Agreement** a provision as similar to the severed provision as may be possible and be legal, binding, and enforceable.
12. **Governing Law and Choice of Forum**: This **Agreement** is governed by and will be construed in accordance with the laws of the State of Florida, and in the event of any litigation concerning the terms of this **Agreement**, or any acts arising or relating thereto, proper venue thereof shall be in Miami-Dade County.
13. **Execution in Counterparts**: This **Agreement** may be executed by the **Parties** by signing any one of the multiple copies of this **Agreement** or by electronic signature. Any copy of this **Agreement**, when signed by any of the **Parties**, shall be deemed an original. All of the signed copies shall together constitute one **Agreement**.

14. **Paragraph Headings, Interpretation:** Paragraph headings contained in this **Agreement** are for reference purposes only and shall not affect in any way the meaning or interpretation of this **Agreement**. No provision of this **Agreement** is to be interpreted for or against any party because that party or its legal representative drafted such provision.

IN TESTIMONY WHEREOF, the undersigned have entered into and executed this **Agreement** on the date set forth below under the signature of each.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed, and delivered this 30th day of April, 2025.

CAUTION: READ BEFORE SIGNING BELOW

Maria Bessellieu
Maria Bessellieu

Jennifer Pind
Witness (Print name)
1835 NE Miami Gardens Dr MMB, 33179
Address

Jennifer Pind
Witness (Sign)

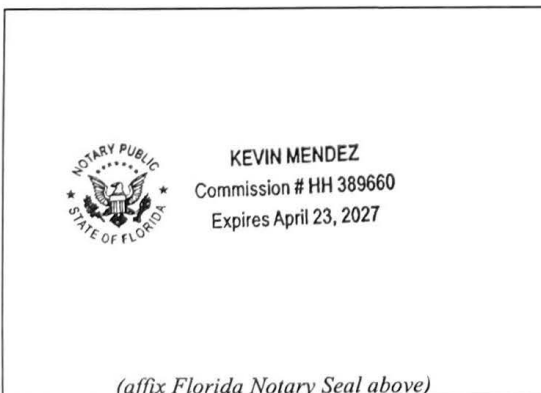
STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Sworn to (or affirmed) and subscribed before me by means of *(how the individual appeared check one)*:

☒ physical presence ☐ online notarization this 30th day of April, 2025.
(day) (month)

by Maria Rosa Bessellieu
(name of individual swearing or affirming)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FLDL.
(type)



[Signature]
(Signature of Notary Public)

Kevin Mendez
(typed, printed, or stamped name of Notary Public)

Miami-Dade County

By: _____

Printed Name: _____

Its: _____

Date: _____

**Approved as to form
and legal sufficiency**

Assistant County Attorney



MEMORANDUM

(Revised)

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

DATE: July 1, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(2)

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(L)(2)
7-1-25

RESOLUTION NO. R-668-25

RESOLUTION APPROVING SETTLEMENT AGREEMENT IN DORIS BUZAGLO, AN INDIVIDUAL AND DAVID BUZAGLO, AN INDIVIDUAL, PLAINTIFFS, v. MIAMI-DADE COUNTY, CASE NO. 2024-000895-CA-01 IN THE AMOUNT OF \$635,000.00 TO RESOLVE ANY AND ALL CLAIMS BETWEEN THE PARTIES; AND APPROVING SETTLEMENT AGREEMENT IN MARIA BESSELLIEU, AN INDIVIDUAL; PLAINTIFF, v. MIAMI-DADE COUNTY, CASE NO. 2024-21857-CA-01 IN THE AMOUNT OF \$675,000.00 TO RESOLVE ANY AND ALL CLAIMS BETWEEN THE PARTIES; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE SETTLEMENT AGREEMENTS AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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. Approves the Settlement Agreement in DORIS BUZAGLO, an individual, and DAVID BUZAGLO, an individual, Plaintiffs v. Miami-Dade County, Case No. 2024-000895-CA-01, in substantially the form attached hereto as Exhibit 1, between Miami-Dade County and DORIS BUZAGLO and DAVID BUZAGLO in the amount of \$635,000.00, to resolve any and all claims between the parties. This Board further authorizes the County Mayor or County Mayor's designee to execute the Settlement Agreement for and on behalf of Miami-Dade County, and to exercise all provisions contained therein.

Section 2. Approves the Settlement Agreement in MARIA BESSELLIEU, an individual, Plaintiff v. Miami-Dade County, Case No. 2024-21857-CA-01, in substantially the form attached hereto as Exhibit 2, between Miami-Dade County and MARIA BESSELLIEU in the amount of \$675,000.00, to resolve any and all claims between the parties. This Board further authorizes the County Mayor or County Mayor’s designee to execute the Settlement Agreement for and on behalf of Miami-Dade County, and to exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Marleine Bastien** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of July, 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: Basia Pruna

Deputy Clerk

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

D.P.C

Dale P. Clarke