



## TOWN COUNCIL MEETING AGENDA

Tuesday, July 26, 2011, 7:00 p.m.

Town Council Chambers  
10720 Caribbean Boulevard  
Cutler Bay, Florida 33189

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Mary Ann L. Mixon  
Councilmember Sue Ellen Loyzelle

Town Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Manager Steven Alexander  
Town Clerk Esther B. Coulson

This meeting is open to the public. In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in this proceeding should contact the town clerk at (305) 234-4262 for assistance no later than four days prior to the meeting.

**1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE  
ADDITIONS, DELETIONS AND DEFERRALS**

**2. PUBLIC COMMENTS**

**3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS**

**A. Special Recognition – Oath of Office**

Vice Mayor Ernest Sochin  
Councilmember Sue Loyzelle

**B. Presentation - *Why my City is Special – Cutler Bay***

Nicholas Kuntz – Winner – Proclamation/Award

**C. Proclamation - Cutler Ridge United Methodist Preschool and Kindergarten, 40<sup>th</sup> Anniversary and United Methodist Church 53 Years (MacDougall)**

**D. Special Recognition - Pat Fulton (MacDougall, Bell)**

**E. Auditor's Report**

**4. APPROVAL OF MINUTES**

February 11, 2011 Workshop Tour  
June 13, 2011 Workshop Meeting  
June 15, 2011 Regular Meeting  
June 17, 2011 Workshop  
July 6, 2011 Meeting with Vice Mayor Sochin  
July 6, 2011 Meeting with Councilmember Bell  
July 6, 2011 Meeting with Councilmember Loyzelle  
July 14, 2011 Special Meeting

TAB 1

**5. REPORTS**

**A. TOWN MANAGER'S REPORTs**

**B. TOWN ATTORNEY'S REPORT**

**C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS**

**6. CONSENT AGENDA**

ANY ITEMS SHALL BE REMOVED FROM THE CONSENT AGENDA FOR DISCUSSION OR SEPARATE VOTE IF REQUESTED OR PULLED BY A COUNCILMEMBER OR THE TOWN MANAGER.

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CERTIFYING AND DECLARING THE OFFICIAL RESULTS OF THE SPECIAL ELECTION OF THE TOWN OF CUTLER BAY HELD ON JUNE 28, 2011, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 2

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE, ~~THE CURRENT YEAR ROLLED-BACK RATE,~~ AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK AND TOWN MANAGER TO FILE THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

TAB 3

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE PARKS AND RECREATION ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE. (MacDougall)

TAB 4

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE EDUCATION ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE. (Sochin)

TAB 5

- E.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH YGRENE FLORIDA ENERGY FUND, LLC TO BE THE THIRD PARTY ADMINISTRATOR FOR THE SOUTH DADE GREEN CORRIDOR DISTRICT PACE PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 6

**7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-13 RELATING TO BURGLAR ALARM REGISTRATION; PROVIDING FOR A WARNING PERIOD, AND PROVIDING FOR AN EFFECTIVE DATE. (Loyzelle)

TAB 7

**PUBLIC COMMENTS**

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

**8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING**

**9. QUASI-JUDICIAL PUBLIC HEARING**

ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL BE SWORN-IN PRIOR TO GIVING TESTIMONY AND MAY BE SUBJECT TO CROSS EXAMINATION. ALL PERSONS ADDRESSING THE TOWN COUNCIL SHALL STATE THEIR NAME AND ADDRESS FOR THE RECORD.

- A.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SITE PLAN FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT A 7,673 SQUARE FOOT FACILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 8

- B.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A NON-USE VARIANCE APPLICATION FOR SIGNAGE FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT SEVEN (7) WALL SIGNS WHERE TWO (2) ARE PERMITTED, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 9

- C.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A NON-USE VARIANCE APPLICATION FOR WAIVER OF NONRESIDENTIAL DESIGN STANDARDS FOR CHASE BANK, LOCATED AT 18415 SOUTH DIXIE HIGHWAY, TO PERMIT THE EXISTING PARKING AND DRIVE-THRU AISLES BETWEEN THE BUILDING AND PUBLIC RIGHT-OF-WAY, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 10

- D.** A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING A SPECIAL EXCEPTION APPLICATION FOR A WINE AND LIQUOR STORE TO BE LOCATED WITHIN 550 FEET OF A CHURCH OR SCHOOL AT 20256 OLD CUTLER ROAD IN A BU-2 ZONE WITHIN THE OLD CUTLER ROAD OVERLAY ZONING DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 11

**10. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

- A.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-08 RELATING TO TOWN ADVISORY BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE. (MacDougall)
- B.** AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT REGULATIONS; ADOPTION OF PERMANENT LANDSCAPING IRRIGATION RESTRICTIONS OF MIAMI-DADE COUNTY CODE, AS AMENDED FROM TIME TO TIME; PROVIDING FOR PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, AND SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

TAB 12

TAB 13

**END OF PUBLIC HEARING**

**11. PUBLIC COMMENTS**

THE PRESIDING OFFICER SHALL HAVE THE DISCRETION TO LIMIT THE LENGTH OF PUBLIC COMMENTS IN THE INTEREST OF TIME IN ORDER TO ALLOW ALL PERSONS WHO WISH TO SPEAK AN OPPORTUNITY TO DO SO.

**12. MAYOR AND COUNCIL COMMENTS**

**13. OTHER BUSINESS**

**14. ADJOURNMENT**

PURSUANT TO FLORIDA STATUTES 286.0105, THE TOWN HEREBY ADVISES THE PUBLIC THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THIS COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT ITS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT FOR SUCH PURPOSE, THE AFFECTED PERSON MAY NEED TO ENSURE THAT VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED THIS NOTICE DOES NOT CONSTITUTE CONSENT BY THE TOWN FOR THE INTRODUCTION OR ADMISSION OF OTHERWISE INADMISSIBLE OR IRRELEVANT EVIDENCE, NOR DOES IT AUTHORIZE CHALLENGES OR APPEALS NOT OTHERWISE ALLOWED BY LAW.

TAB 1

**TOWN OF CUTLER BAY TOWN COUNCIL**  
**South Miami-Dade Cultural Arts Center Tour**  
Friday, February 11, 2011, 3:30 p.m.  
10950 SW 211 Street  
Cutler Bay, Florida 33189

**COUNCIL  
MEMBERS  
PRESENT:** Mayor Edward P. MacDougall  
Vice Mayor Ernest Sochin  
Councilmember Peggy Bell  
Councilmember Sue Ellen Loyzelle  
Councilmember Mary Ann Mixon

**ALSO PRESENT:** Steve Alexander, Town Manager  
Yani Ramos, Administrative Manager  
Sandra, Acting Community Development Director  
Esther Coulson, Town Clerk

Mr. Eric Fliss, South Dade County Cultural Arts Center (SDCAC) Department of Cultural Affairs, gave a tour of the facility which included:

- the activities building – the lab theater, dance studio, and café
- outdoor promenade and back yard concert lawn (with plans for a plaza and lawn for outdoor concerts and events),
- the main building - Proscenium Theater, Main Stage and Black Box Theater, dressing rooms, storage, and administrative offices, and
- the lobby (including large sculptures and the light field which changes designs and illuminates at night.

The tour concluded at 5:00 p.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY  
WORKSHOP MINUTES**

Monday, June 13, 2011, 3:00 p.m.  
Town Hall  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Sue Ellen Loyzelle  
Councilmember Mary Ann L. Mixon

Town Attorney Mitchell Bierman  
Town Manager Steven Alexander  
Town Clerk Esther B. Coulson

**1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

The mayor called the Committee of the Whole Workshop meeting to order at 3:05 p.m.; requested that Ms. Coulson call the roll and with a quorum present, he led in the Pledge of Allegiance to the Flag.

**2. DISCUSSION ITEMS**

**i. Bicycle Safety (Sochin)**

Vice Mayor Sochin referred to the June 20, 2011 Bicycle Pedestrians Master Plan Public Involvement meeting; raised concerns on the disappearance of bicycle paths versus the bicycle lanes and the recent newspaper article in this regard, and requested that the council consider the inclusion of additional bicycle lanes.

Mr. Alexander confirmed that the town's portion of Old Cutler Road has been dedicated for roadway improvements which will include bicycle lanes

Councilmember Bell relayed the suggestion by the Parks and Recreation Advisory Committee to include a bicycle lane on Southwest 87<sup>th</sup> Avenue (a county arterial and adjacent right-of-way) and indicated that education is an important component which is incumbent upon the town to address.

After the council discussed the need for road cyclists to abide by traffic laws, Mr. Alexander acknowledged it as a safety issue which the town's police department is enforcing.

**ii. Burglar Alarms (MacDougall)**

The mayor referred to a number of concerns raised by residents and the town's current annual burglar alarm system registrations.

After much discussion, Councilmember Loyzelle suggested an amendment to Burglar Alarm System Registration Ordinance 10-03 with a provision that there is a mandatory warning period for 30 days in order for the alarm user to register

their burglar alarm systems; otherwise, a fine would be imposed if they fail to register after that period.

**iii. Certificates of Appreciation** - Laminated, Framed, and Signed by Sponsoring Councilmember (Bell)

In conjunction with item xvi., proclamation, on this meeting's agenda and following extensive discussions, the mayor suggested that Councilmember Bell work with Ms. Coulson to develop, for future council consideration, a criteria acceptable to the town council on alternative forms of recognition relating to:

- Proclamations – recognizing significant achievements or accolades signed by the mayor with the option of including councilmembers' signatures and that the council can override the mayor's decision to present same if he refuses to sign;
- Certificates of Appreciation - acknowledging accomplishments sponsored by the councilmember with the names and signatures of the mayor and councilmembers, and
- Letters of Recognition – honoring individuals sent by a councilmember on behalf of the town council on town letterhead.

**iv. Charter Schools** (MacDougall)

After the mayor referred to this day's Miami-Herald article *Cash for Pembroke Pines Charter Schools Dwindling Fast*, Mr. Alexander explained that a June 17, 2011 town council workshop meeting will be held among City of Aventura Town Manager Eric M. Soroka; Aventura City of Excellence Charter School Principal Julie Alm, and Instructional Supervisor Miami-Dade County School Dahlia Gonzalez, at the city regarding a presentation on charter schools.

The mayor suggested that the councilmembers make a list of related items to discuss with Mr. Alexander.

**v. CITT Funds** (MacDougall)

The mayor referred to the Citizens' Independent Transportation Trust (CITT) municipal revenue sharing surtax funds from Miami-Dade County to new municipalities; the lawsuit filed by the Cities of Doral and Miami Gardens which the Town of Cutler Bay is not engaged in, and the legislative issue considered at the last 2011 Legislative Session on the subject issue.

After considerable discussion and **by unanimous consent, the town council agreed to enter into a modified Interlocal Agreement with Miami-Dade County; sign a release and initiate \$1.2 million in municipal revenue sharing surtax funds for 2011, and consider renegotiating the ILA for the following year.**



The town council agreed to incorporate the current Old Cutler Road enhancements Joint Participating Agreement as a separate issue and authorized Messrs. Alexander and Bierman to continue negotiations in this regard and report back to the council.

**vi. Community-Wide Garage Sale - Fall Date (Bell)**

Councilmember Bell announced the likelihood of technology being available by the fall of 2011 to post residents' addresses on the town's website for as it pertains to community-wide garage sales.

**vii. Council Agenda (Workshop) Limits on Items Placed on the Agenda (Bell)**

After discussion on the purpose of holding this day's workshop, the mayor stressed the need for council members to develop a structure, provide input on any items of interest, and become knowledgeable of issues to be considered by the council by meeting with Mr. Alexander.

(Councilmember Loyzelle left the meeting room at this time.)

**By unanimous consent, the council recessed its meeting at 4:52 p.m. and reconvened at 4:57 p.m.**

Mr. Alexander suggested that councilmembers schedule individual hourly sessions in between monthly regular council meetings to receive status updates relating to the town.

**viii. Council Items Not to be Reconsidered (Bell)**

Councilmember Bell expressed concerns on previous items before the council that recur and are reconsidered at a future meeting with the exception of items that require substantial changes.

After much discussion, the mayor requested that councilmembers reserve their own personal rights to put legislation forward for consideration.

**ix. Fiscal Year 2011-2012 Town Budget (MacDougall)**

In response to questions posed by the mayor on the ability to maximize information on the town's budget made available to the public, Mr. Alexander agreed with the suggestion that the previous year's budget and items for consideration would be reviewed at a future workshop.

x. **National Flood Insurance Protection - Community Rating System Rating Program – Floodplain** (MacDougall)

The mayor referred to a letter dated May 16, 2011 from the Federal Emergency Management Agency (FEMA) regarding the town's application to the National Flood Insurance Program (NFIP) Community Rating System (CRS) and the town's criteria for a class rating of six, qualifying the town for a 20 percent discount in the premium cost of flood insurance for NFIP policies issued or renewed in Special Flood Hazard Areas on or after May 1, 2011. A copy of the letter in question is filed with the supplemental papers to the minutes of this meeting.

The mayor pointed out his previous attendance at the Miami-Dade County League of Cities' meeting acknowledging that a representative was working with Kimley-Horn and Associates; recognized Mr. Alexander's progressive action as it relates to comparing various community ratings, and delineated the effects on the town residents' insurance policies.

After discussion, the mayor suggested that in the future, he is provided with detailed information from staff.

Councilmember Bell recommended a mail-out to the public, in an electronic format.

xi. **Edward Byrne – JAG FDLE, Office of Criminal Justice Grants** (MacDougall)

The mayor referred to the Edward Byrne Justice Assistance Grant (JAG) from the Florida Department of Law Enforcement (FDLE) Office of Criminal Justice Grants for safety flashing lights at schools.

After discussion, Mr. Alexander cited a document regarding the potential green business incubator for the state and the marketing of products of services and referred to the pending execution of the Florida Energy and Climate Commission Grant Agreement.

After the mayor relayed a grant writer's remarks to him that the grant could be used for school flashing lights, Mr. Alexander addressed his intent to report back to the town council.

xii. **New Website Administrator** (Bell)

After much discussion and **by unanimous consent, the council directed the town clerk to expedite the initiation of improving the town's website; issue a request for proposals for website services for consideration, and provide the costs for the FY 2011/12 budget by mid-July 2011.**

**xiii. Old Cutler Road (MacDougall)**

The mayor referred to previous conversations he had with Mr. Chad Friedman, Town Attorney, regarding the height of the buildings under the master plan, recognized the comprehensive plan prepared by the town, and suggested passing future legislation on Land Development Regulations (LDRs) which would dictate the direction of the master plan.

The mayor recognized that the Charter Review Commission is expected to convene in December 2011 and suggested that Mr. Alexander receives clear direction on council feedback for consideration.

The council discussed the community's involvement with the 2002 Old Cutler Road Charrette Area Plan and the commitment to the residents.

After extensive discussion, the mayor suggested that the councilmembers conduct an individual research on the forthcoming LDRs.

**xiv. Lakes by the Bay Park (Sochin)**

- Kiddie Park Issue

Vice Mayor Sochin expressed concerns on the lack of provisions for a kiddie park at Lakes by the Bay Park.

After Mr. Alexander reviewed and identified possible locations for a future playground/kiddie park on the 50-acre Lakes by the Bay Parks map; explained that there are no dedicated source of funds, and agreed to review costs to be incorporated in the budget.

Following extensive deliberations, Councilmember Bell agreed to work with the Parks and Recreation Advisory Committee on fundraising activities for memorial bricks, the proceeds of which would be used towards the kiddie park.

- Land Issue

Mr. Alexander clarified the surveyor land issue raised by the vice mayor.

**xv. Saga Bay Park- Water Issue (MacDougall)**

Mr. Alexander explained that town staff met with MDC staff regarding the water issue at Saga Bay Park. He reported that there are enough funds in the budget to pay the permit fee and relayed Mr. Friedman's statement that the issue does not have to be considered before the council for authorization.

**xvi. Proclamations (MacDougall)**

- Girl Power (Bell)
- Honoring Former Firefighter (MacDougall)
- GFWC Woman's Club (Council)

The mayor expressed concerns on the number of proclamations proffered by councilmembers and reference was made to previous discussions held earlier in this evening's meeting on developing a criterion on alternative forms of recognition.

**xvii. Residency Requirements - Advisory Board Appointments (MacDougall)**

The mayor announced that his appointment, Dr. Patricia "Pat" Fulton (who resides outside the town's boundaries), currently serves as a member of the Education Advisory Committee and as Councilmember Bell's appointment on the Parks and Recreation Advisory Committee.

After discussion, Mr. Bierman suggested that the town council could create a blue ribbon or ad-hoc committee to allow non-residents with expertise, not subject to the charter, to participate as an advisor without being a voting member to the respective committees.

The mayor addressed his plan to inform Dr. Fulton that she could no longer serve as she is not a town resident.

Following further deliberations, and upon the suggestion of Mr. Alexander, **the council, by unanimous consent, requested that the mayor to work with the town clerk to:**

- **draft a provision in the proposed town boards revision ordinance to include the involvement of interested participants, as non-residents and eliminate the at-large positions for advisory committees and**
- **arrange for a resolution to be drafted to remove Dr. Patricia "Pat" Fulton from the Education Advisory Committee and the Parks and Recreation Advisory Committee; eliminate the position of the at-large member, and re-appoint Mr. John Sykes, Education Advisory Committee at-Large Member, to become a committee member to replace Dr. Fulton.**

**xviii. Running Light Traffic Cameras (Sochin)**

Vice Mayor Sochin recognized the installation of light traffic cameras in the town and the lawsuits filed to which Mr. Bierman responded were found to be unconstitutional.

Mr. Alexander addressed the installation of traffic light cameras and those in place to be installed based on expected revenues to be received. According to the respective contracts, he indicated that at the end of the 45-day warning period, the cameras will become live and tickets would be issued.

After discussion, Mr. Bierman stated that he would review the legal options available to the town and advise the councilmembers.

**xix. Sign Ordinance 08-14 Amendment – Commercial Buildings Amortization Schedule (MacDougall)**

The mayor referred to his previous discussions with Messrs. Alexander and Friedman on the amortization schedule to be considered before the council and the potential notices to businesses owners to change their signs.

After the council expressed concerns on the amortization schedule established in 2008, Mr. Alexander suggested that the councilmembers meet with him individually to address the amortization of certain prohibited signs; mentioned his plan to send a letter outlining the procedure for enforcement, and cited the costs of original installation and time period to conform according to Sign Ordinance 08-14.

Following extensive deliberations, and **by unanimous consent, the councilmembers agreed with the suggestion to postpone sending the letter for consideration at a future workshop for review by full council.**

**xx. Town Boards Revision Ordinance Re-Introduction (Renewal of a Motion) (MacDougall)**

The mayor referred to an email received earlier this day regarding the position of liaisons and the council's consideration of same under the proposed town boards revision ordinance on its June 15, 2011 regular agenda. (A copy of the email is filed with the supplemental papers to the minutes of this meeting.)

**xxi. Town Clerk's Office Workload (Bell)**

After the council discussed Ms. Coulson's workload, she agreed with the mayor's suggestion to provide the councilmembers with her needs, recommendations and solutions.

**xxii. Town Councilmember's Travel (Sochin)**

**By unanimous consent, the town council agreed to ratify Vice Mayor Ernest Sochin's travel to the Florida League of Cities' 85<sup>th</sup> Annual Conference in Orlando from August 11 through 13, 2011 at the June 15, 2011 regular council meeting.**

**xxiii. 2011 Hurricane Preparedness (MacDougall)**

The mayor requested a status update report from Mr. Alexander on the Community Emergency Response Team (CERT) and 2011 Hurricane Preparedness at the regular June 15, 2011 meeting.

**xxiv. 2011 Legislative Session - Lobbyist Report (MacDougall)**

Mr. Alexander announced that Mr. Fausto B. Gomez, lobbyist, will be providing a 2011 Legislative Session at the June 15, 2011 regular council meeting.

**xxv. Two Marque Signs on Old Cutler Road and Caribbean Boulevard – For Information to Citizens (Bell)**

Councilmember Bell identified methods of communication to disseminate to the public and proposed the Leadership in Energy and Environmental Design (LEED) marquee sign for Old Cutler Road programmed from town hall to which Mr. Alexander stated that it would be pending permits from the county.

After the mayor discussed with Mr. Alexander the opportunities for bus shelter advertising and the estimated revenue, he indicated that he would review the LEED signs and costs.

Later in the meeting and after discussion, **the council, by unanimous consent, authorized the town manager to piggyback on existing contracts for Marque Signs for council consideration.**

**xxvi. “Voices of Cutler Bay” Meeting – Status Update (Sochin)**

Vice Mayor Sochin referred to communications received and a meeting he had with the “Voices of Cutler Bay” group on Friday, June 11, 2011 regarding information from the town on various issues of concern.

After discussion, Mr. Alexander submitted a memorandum dated June 13, 2011 regarding the status of the Old Cutler Road Project JPA Process, a copy of which is filed with the supplemental papers to the minutes of this meeting.

**3. MAYOR AND COUNCIL COMMENTS**

**Evaluations**

After discussion and **upon the mayor’s suggestion, the council agreed, by unanimous consent, with the mayor’s request that the town clerk provide the draft ordinance previously recommended by the Charter Review Committee to the council regarding the process and format for the evaluation and job performance of the town manager and town clerk for consideration.**

**4. OTHER BUSINESS**

There was no other business to come before the council at this time.

**5. ADJOURNMENT**

The meeting adjourned at 6:40 p.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

DRAFT

**TOWN OF CUTLER BAY TOWN COUNCIL REGULAR MEETING  
MINUTES**

Wednesday, June 15, 2011, 7:00 p.m.

South Dade Regional Library

10750 SW 211<sup>th</sup> Street

Cutler Bay, Florida 33189

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Mary Ann L. Mixon  
Councilmember Sue Ellen Loyzelle

Town Attorney Mitchell Bierman  
Town Attorney Chad Friedman  
Town Manager Steven Alexander  
Town Clerk Esther B. Coulson

**1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE**

The mayor called the meeting to order at 7:02 p.m.; requested that Ms. Coulson call the roll, and with a quorum present, he led in the Pledge of Allegiance to the Flag.

**Moment of Silence**

Upon the mayor's request, a moment of silence was held in memory of Senator Bullard's Mother and Representative Dwight Bullard's Grandmother, Ms. Harriet Dunbar, who passed away on May 22, 2011.

**ADDITIONS, DELETIONS AND DEFERRALS**

At the mayor's request, Ms. Coulson announced the removal of proposed ordinances on this evening's agenda under Items 9.A., Reenacting Emergency Ordinance which Established the Candidate Qualifying Period for the 2011 Municipal Election and 9.B., Creating The Water Conservation And Emergency Water Restriction Enforcement Regulations.

**2. PUBLIC COMMENTS**

Mr. Tom Condon, Town of Cutler Bay resident, appeared before the council explaining that he would be recording this evening's proceedings by video.

Later in the meeting, Councilmember Bell requested a copy of the video at the town's expense.

**3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS**

**A. Proclamation - Honoring Former Firefighter**

The mayor announced that the "Hook for Hope", a Dolphin Fishing Tournament event, to help fund "The Bobby Parker Foundation for Hope", will be held on July 16, 2011 at the Black Point Ocean Grill and Marina.

On behalf of the council, the mayor read into the record a proclamation recognizing the lifelong achievements of Robert "Bobby" Allen Parker and the



purpose of the foundation and encouraged the citizens to attend the recognized the event to be held in Bobby's honor.

The mayor recognized the foundation's work with the police department, fire rescue, children's homes, and a number of charities founded by Ms. Rebecca "Becky" Parker. Mses. Parker Kim Harr accepted the proclamation with much gratitude.

**B. Proclamation - Girl Power**

The proclamation recognizing Alexandra "Alex" Cebrero, Girl Scout Troop270, was postponed to the next meeting at Councilmember Bell's request.

**C. Proclamation - GFWC Woman's Club 55<sup>th</sup> Anniversary**

On behalf of the council, the mayor read into the record a proclamation recognizing the Cutler Ridge Woman's Club's 55<sup>th</sup> Anniversary and announced that the celebration of their historical milestone will be held on June 25, 2011 at Cutler Ridge Park.

The mayor recognized the time given by the club and sharing of their talents in the Cutler Ridge neighborhood since the 1950's. Mrs. Mary Cross, sole remaining charter member, accepted the proclamation with honor.

**D. Presentation – 2011 Legislative Session – Lobbyist Report (June 13, 2011 Council Workshop Meeting)**

**By unanimous consent, the council tabled the presentation of the 2011 Legislation Session lobbyist report to later in the meeting until the arrival of Mr. Fausto B. Gomez, Gomez Barker Associates Inc.**

**4. APPROVAL OF MINUTES**

**A motion was made by Vice Mayor Sochin and seconded by Councilmember Bell that the council approve the May 18, 2011 minutes as submitted.**

**After discussion, the mayor called for a vote on the motion and declared it carried unanimously.**

**5. REPORTS**

**A. TOWN MANAGER'S REPORT**

Town Center Building

Mr. Alexander reported that as a result of vacancies that had occurred after the town's purchase of the town center building, he referred to the recent execution of a seven-year lease with the Children's Home Society and a five-year lease with Our Kids of Miami-Dade/Monroe Inc.

#### Bicycle Pedestrian Master Plan

Mr. Alexander announced that the Bicycle Pedestrian Master Plan Public Involvement Meeting was rescheduled for Monday, June 20, 2011 at 7:00 pm at the South Dade Regional Library and encouraged everyone to attend.

#### Fiscal Year 2011/2012 Town Budget (June 13, 2011 Council Workshop Meeting)

Mr. Alexander addressed the Miami-Dade Property Appraiser's 2011 Estimate Taxable Value received by June 1 annually; mentioned the plan to provide the final figures from the county, and provide a report to the council and the residents.

Mr. Alexander described the town's budget process; predicted the drastic changes, and anticipated providing a draft project at a future meeting.

#### Old Cutler Road (June 13, 2011 Council Workshop Meeting)

Mr. Alexander gave a report on several meetings that the town staff had recently with Miami-Dade County (MDC) staff relating to the redesign of the circle on Southwest 87 Avenue and Old Cutler Road and anticipated proceeding forward after the county approves the final drawings.

After discussion, the mayor mentioned his plan to meet with the citizens, representative groups, and Mr. Alexander in an open forum to ask specific questions regarding the budget. He addressed the plan to have public meetings regarding Old Cutler Road and the Land Development Regulations.

#### 2011 Hurricane and CERT Program (June 13, 2011 Council Workshop Meeting)

Mr. Ralph Casals, Public Works Director, gave a report on the town's 2011 hurricane preparedness efforts:

- meetings held with senior management staff throughout Miami-Dade County (MDC) related to emergency preparedness; with the representative at the City of Homestead's satellite Emergency Operation Center (EOC) -- through the chain of command -- to MDC's EOC, and with the town's debris contractors on solid waste;
- training held with staff relating to the town's Community Emergency Response Team (CERT) program which complements the residents; coordinated with community development department, an assessment workshop and training for town members and resident CERT members, and attended Federal Emergency Management Agency's (FEMA's) five-year exercise at Turkey Point, and
- erected emergency generators at major roadway intersections integrated with traffic synchronization; prepared and performed maintenance enhancements to the buses stationed at the town's parking lot; updated the town's website on hurricane preparedness; upgraded town hall's emergency generators; tested

the emergency radio system, and complied with the town's Emergency Management Policies and Procedures created in 2010.

After Councilmember Bell expressed her willingness to participate and after discussion, Mr. Casals responded that CERT training for elected officials are being planned; addressed attempts to involve the residents in this regard, and indicated that the town plans to facilitate a command structure with an individual overseeing an organized CERT program which would be identified in the future.

In response, the mayor addressed his desire to meet with CERT individuals at a future meeting.

Mr. Casals explained, in response to the mayor's inquiry, that staff is currently pursuing the MDC's Local Mitigation Strategy Grants recognized by FEMA for a number of projects relating to hardening of the town hall center and Mr. Alexander reiterated the plans relating to preparations in that regard.

**B. TOWN ATTORNEY'S REPORT**

Mr. Bierman stated that he had nothing to report.

**C. BOARD/COMMITTEE REPORTS AND COUNCIL ANNOUNCEMENTS**

Education Advisory Committee/Charter Schools

Vice Mayor Sochin recognized the Request for Proposal process for the Charter School and mentioned that the council will be visiting the City of Aventura on June 17, 2011 regarding the charter school.

Ms. Rosi Alvarez, EAC Chair, explained that the committee is currently waiting for the feasibility report.

Compact Educational Advisory Committee

Councilmember Bell referred to the recent Compact Educational Advisory Committee meeting with the Miami-Dade School District Assistant Superintendent and relayed discussions held on the compact mutual agreements among the municipalities and the district which may take six months to a year with a recommendation for the committee to meet monthly.

The mayor referred to the recent newspaper article regarding Centennial Middle School and the Maritime and Science Technology (MDC Public Schools District Magnet Program) Academy Marine Science concept and his meeting with the principal, Ms. Valtena G. Brown, MDC District 9, Region Superintendent. He recognized the help to be received by the advisory committee and the quick approval to recruit sixth grade students and the filling of positions.

Town Councilmember's Travel

**On motion of Councilmember Bell, seconded by Councilmember Loyzelle and unanimously carried, the council ratified its agreement to grant the permission for Vice Mayor Ernest Sochin to attend the Florida League of Cities' 85<sup>th</sup> Annual Conference in Orlando from August 11 through 13, 2011. (Consensus at the June 13, 2011 council workshop meeting.)**

**6. CONSENT AGENDA**

**By unanimous consent, the council approved the requests to pull the following Consent Agenda Items from this evening's agenda:**

- **Item 6.C., by Vice Mayor Sochin;**
- **Item 6.B., by Councilmember Loyzelle, and**
- **Item 6.A., by Mayor MacDougall.**

**A. Cultural Arts Centers**

The council considered its action to adopt a proposed resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, authorizing the use of up to \$1,200 of unencumbered public works funds within the Fiscal Year 2010/2011 budget for senior transportation to and from cultural arts centers, and providing for an effective date. (Loyzelle)

Councilmember Loyzelle addressed the availability of monthly bus transportation for seniors to travel to performing arts centers within Miami-Dade County as tickets to events become available.

After discussion regarding liability insurance and funding for FY 2010/11 and, **on motion of Vice Mayor Sochin, seconded by Councilmember Loyzelle and unanimously carried, the council adopted Resolution 11-41 as previously cited.**

**B. Technical Assistance Grant Award**

The council considered its action to adopt a proposed resolution of the Mayor and Town Council of the Town of Cutler Bay, Florida, accepting a small-scale energy-efficiency technical assistance grant award in the amount of twenty thousand dollars (\$20,000.00) to be used to create a Green Business Incubator Implementation Plan; approving the grant agreement, and authorizing the town manager to execute the grant agreement No. ARE 055 among the Town of Cutler Bay, State of Florida Executive Office of the Governor, Florida Energy and Climate Commission and the Department of Community Affairs, and providing for an effective date.

Councilmember Loyzelle requested that for future grants, indirect costs be reviewed with funds set aside for administrative services and that same be reflected in the town's budget.

After discussions, **a motion was made by Vice Mayor Sochin and seconded by Councilmember Bell that the council adopt Resolution 11-42 as previously cited.**

Following extensive deliberations, upon the mayor's suggestion, **the council, by unanimous consent, agreed for Councilmember Loyzelle to work with the town manager on an improved process relating to grants.**

Mr. Julian Perez, Community Development Director, described the grant procedures involved.

After discussion, **the mayor called for a roll call vote on the motion and declared it carried unanimously.**

**C. RACES**

After discussion **a motion was made by Councilmember Bell and seconded by Councilmember Loyzelle that the council adopt Resolution 11-43 of the Mayor and Town Council of the Town of Cutler Bay, Florida, appointing David Feinberg as the Radio Amateur Civil Emergency Service (RACES) coordinator for the town; and providing for an effective date. (Sochin)**

Mr. David Feinberg, referred to Mr. Casals' earlier remarks regarding the CERT program; recognized the missing link to Homestead for MDC's EOC, and addressed the plan to meet with Mr. Alexander to integrate the service.

The council thanked Mr. Feinberg for volunteering in this regard.

**7. ORDINANCES FOR FIRST READING (PUBLIC HEARING NOT REQUIRED)**

At the mayor's request, Ms. Coulson read into the record, the proposed ordinance, the substance of which is as follows:

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-08 RELATING TO TOWN ADVISORY BOARDS; AND PROVIDING FOR AN EFFECTIVE DATE.  
(MacDougall)

The mayor referred to the language regarding Liaisons, Section 2.1 and requested that it be included. (A copy of said language was submitted for the record and filed with the supplemental papers to the minutes of this meeting.)

**A motion was made by Vice Mayor Sochin and seconded by Councilmember Loyzelle that the council approve the proposed ordinance, as previously cited, and the language under Section 2.1., Liaisons.**

Following extensive discussions, **an amended motion was made by Councilmember Bell and seconded by that the council approve the aforementioned proposed ordinance and that the proposed language under Section 2.1, Liaisons remain unchanged.**

After discussion, **the mayor called for a roll call vote on the amended motion and declared it carried unanimously carried.**

**3. PROCLAMATIONS, AWARDS, AND PRESENTATIONS**

**E. Presentation – 2011 Legislative Session – Lobbyist Report**

**By unanimous consent, the council removed from the table the presentation on the 2011 Legislative Session Lobbyist Report.**

Earlier in the meeting, Mr. Alexander referred to the copy of the End-of-Season Legislative Report which is filed with the supplemental papers to the minutes of this meeting.

Mr. Fausto B. Gomez, Gomez Barker Associates Inc., gave an End-of-Session Legislative Report and reviewed the impacts to the town.

**8. ORDINANCES FOR FIRST READING OR RESOLUTIONS REQUIRING A PUBLIC HEARING**

**9. ORDINANCES FOR SECOND READING (PUBLIC HEARING REQUIRED)**

**A. Ordinance – Candidate Qualifying Period**

The proposed ordinance cited below was withdrawn from this evening's agenda at the town clerk's request.

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, REENACTING EMERGENCY ORDINANCE 11-04 WHICH ESTABLISHED THE CANDIDATE QUALIFYING PERIOD FOR THE 2011 MUNICIPAL ELECTION FOR THE VICE MAYOR AND COUNCIL SEAT 2 POSITIONS, AND PROVIDING FOR AN EFFECTIVE DATE.

**B. Ordinance – Water Conservation and Emergency Water Restriction Enforcement**

The proposed ordinance cited below was withdrawn from this evening's agenda at the town clerk's request.

AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CREATING THE WATER CONSERVATION AND EMERGENCY WATER RESTRICTION ENFORCEMENT REGULATIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

## END OF PUBLIC HEARING

### 10. PUBLIC COMMENTS

Mr. Chuck Barrentine, Town of Cutler Bay resident, referred to his efforts in organizing the CERT team training for the residents. He recalled, prior to the team's organization, the training over a period of time for residents enough to carry out an incident command; recognized the assurances received from former Mayor Paul Vrooman that resources would be earmarked towards the team. Mr. Barrentine pointed out his previous written and verbal requests for nine months to Mr. Alexander and his appearance before the council for needed equipment which was not received.

Mr. Barrentine explained that if the town intends to continue with the CERT program, it will become successful.

In response, the councilmembers discussed the need to be informed of any funding problems regarding the CERT program.

### 11. MAYOR AND COUNCIL COMMENTS

#### E. May 25, 2011 Elected Officials Joint Workshop Session

Councilmember Loyzelle gave a report on her attendance at the May 25, 2011 Elected Officials Joint Workshop Session and mentioned her request to Ms. Coulson to forward the information by email to the councilmembers, the Education, and Education Compact Advisory Committees, on how to work with the school board.

#### F. IEMO

Councilmember Loyelle reported on her attendance to the Institute of Elected Municipal Officials training on June 10 to 12, 2011.

#### G. Mayoral Forum

Councilmember Bell noted that the Palmetto Bay Village Center will be hosting a free mayoral forum between Messrs. Carlos Gimenez and Julio Robaina on Thursday, June 16, 2011 at 8:00 a.m. at the village center.

#### H. Education Compact Impact Advisory Committee

Councilmember Bell referred to the schedule of forthcoming events and noted that the Education Compact Advisory Committee will be meeting on July, 13 instead of June 24, 2011 and requested that Ms. Coulson make the correction.

#### A. Burglar Alarms (Mayor)

The mayor referred to a number of concerns raised by residents and the town's current annual burglar alarm system registrations which was addressed at the council's June 13, 2011 workshop.

Councilmember Loyzelle suggested an amendment to Burglar Alarm System Registration Ordinance 10-03 with a provision that there is a mandatory warning period for 30 days in order for the alarm user to register their burglar alarm systems; otherwise, a fine would be imposed if they fail to register after that period. Additionally, residents 65 years and older should not require a registration fee and if, at some time, there is a false alarm, the matter would be addressed.

After discussion and **by unanimous consent, the council directed the town manager to work with Councilmember Loyzelle which would be brought back to the council for consideration at a future meeting.**

**B. Community-Wide Garage Sale – Fall Date (Bell)**

Councilmember Bell relayed staff's assurance that residents would have the ability to input their addresses on the website and sign a disclaimer by October 2011.

**C. 2011 Hurricane Preparedness (Mayor)**

The 2011 Hurricane Preparedness was addressed by Mr. Casals earlier in this evening's meeting under 5.A., Town Manager's Report.

**D. Residency Requirements – Advisory Board Appointments (Mayor)**

The mayor referred to the charter and note that the town would need to honor the requirement that residents can serve on any of the town's advisory boards.

**I. July 4<sup>th</sup> Parade and Celebration**

Commissioner Loyzelle anticipated that members of the community would be supporting the Town of Cutler Bay's Parks and Recreation Department at the 44<sup>th</sup> Annual July 4<sup>th</sup>, 2011 Parade and Celebration and invited everyone to attend.

**12. OTHER BUSINESS**

There was no other business to come before the council at this time.



**13. ADJOURNMENT**

**On motion made by Vice Mayor Sochin, seconded Councilmember Loyzelle and unanimously carried, the meeting adjourned at 9:40 p.m.**

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

DRAFT

**TOWN OF CUTLER BAY  
WORKSHOP MINUTES**

Friday, June 17, 2011, 9:00 a.m.  
City of Aventura, 5<sup>th</sup> Floor Conference Room  
19200 West Country Club Drive  
Aventura, Florida 33180

**COUNCILMEMBERS PRESENT:**

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Sue Ellen Loyzelle

**OTHERS PRESENT:**

Cutler Bay Town Manager Steven Alexander  
Julie Alm, City of Excellence Charter School Principal  
Rosi Alvarez, Town of Cutler Bay Education Advisory Committee Chair  
Town Attorney Mitchell Bierman  
Dahlia Gonzalez, Instructional Supervisor Miami-Dade County School  
Aventura Town Manager Eric M. Soroka  
Town Clerk Esther B. Coulson

The meeting was called to order at 9:15 a.m. and Mr. Alexander gave introductory statements and an overview regarding Mr. Soroka.

Mr. Soroka gave an historical background of the City of Aventura since its incorporation in 2003; gave examples of other charter school operations in Broward County, and provided an overview of the City of Excellence Charter School with a preference for all students who reside in the city to attend, a copy of which is filed with the supplemental papers to the minutes of this meeting.

Mr. Soroka highlighted the City of Excellence Charter school's method of enrollment by lottery to students who reside in the city whereby there is a waiting list, its demographics and size; the bi-annual meetings held between the city council and the charter school's board of directors, and the monthly meetings he holds with Ms. Alm to address any issues with the school. Mr. Soroka explained that the city uses Charter School USA as administrative support who retains the teachers, principal and vice principal; however, the principal and vice principal are on the city's payroll.

Mr. Soroka indicated that a percentage of the school's revenue are from the red light cameras; all from the bill board on Biscayne Boulevard (a negotiated arrangement by the city), and all the school's revenues primarily generated by fundraising efforts.

Mr. Soroka discussed the high school and the feeder pattern as it relates to other charter schools and public middle schools and suggested that the council review the model by the City of North Lauderdale and various models in the creation and operation of charter schools and involvement of elected officials.

Ms. Alm and Mr. Soroka described the staffing and operation of its charter school as a not-for-profit organization; recognized the cutbacks experienced by other charter schools, and suggested that the town reviews its expectation of its proposed charter school and work with the Miami-Dade District Schools.

Mr. Soroka described the city's organizational structure and the community's involvement whereby the majority of the time initially was spent in developing the school; Charter School Advisory Committee -- with five parents as members elected by the parents of students attending the school -- who meets once a month with Mr. Soroka and Ms. Alm, and commission who sets the school's budget.

After much discussion, Ms. Gonzalez outlined the Charter School application process (due on August 1, 2011), which takes a few years to establish, and addressed the need to focus on English for Speakers of Other Languages (ESOL) and English as a Second Language (ESL) programs; education and academics as a better curriculum, and services provided to be inclusive of all students. She explained that extra-curricular programs can be incorporated later; stressed the importance of recruiting excellent teachers in the program by maintaining their salaries and benefit package, and noted the advantage of the municipality providing the facility.

Mr. Soroka addressed the importance of reviewing high school figures to be certain that it is financially feasible and the awareness that the high school is not going to compete academically and achieve the same extra-curricular level.

After discussion, Mr. Soroka explained that City of Excellence Charter School was built next to the City of Aventura's community recreation center with the concept of providing a gym during the day for the students to use and at night opened for the community. He addressed the ability to use the horticultural facility, adjacent to the school, so that the students can use same. He indicated that the town will need a gym and a sports field.

Mr. Soroka explained that the city incurred debt to build the charter school in terms of construction and the school district pays back to the city for the debt services, through lease arrangement, to pay off the debt on the original bond issue.

Ms. Alm noted that regarding the number of students the town would have that is financially feasible, she addressed the need to consider the feeder pattern with the 6<sup>th</sup> through 12<sup>th</sup> grade system and noted the consequences that it can create challenges to the town's program and students' academic achievement.

In response to the mayor's inquiry and after Mr. Alexander indicated the potential feeder pattern figures will be addressed in the feasibility study, Mr. Soroka explained that the feasibility study addresses economics and the business of managing the charter school and later cautioned how the information ought to be reviewed as it best fits the town's needs.

After discussion, Mr. Alexander addressed the need to discuss timelines and the options on the type of school and potential location(s) for the purpose of the procurement process, to which Councilmember Bell suggested ought to be considered at a future workshop.

#### **4. OTHER BUSINESS**

As there was no other business at this time, the meeting recessed at 10:30 am.

(Mayor MacDougall, Messrs. Bierman and Soroka were not present for the following tour.)

The meeting reconvened at 11:05 am for the purposes of the tour at the City of Excellence Charter School at 3333 Northeast 188 Street, Aventura, Florida 33180. Said tour was led by Ms. Alm which included:

##### **FIRST FLOOR**

- Administrative Offices entrance to the building and reception area, executive secretary, internet classroom, and elementary school cafeteria;
- teachers/student stations and classrooms
- Recreation Center Gym (another building not shown)
- Library and teachers/student stations
- Classroom (kindergarten and first grades)
- Classroom (fourth grade), ESOL Coordinator

##### **OUTSIDE**

- Elementary students' playground

##### **MIDDLE SCHOOL WING**

- Middle school cafeteria
- Coaches office
- Dining room and common teacher area
- Media center (k-8 grades)
- Television production room
- Art room

##### **OUTSIDE**

- Organic garden (k-8 grades) and environmental science (7<sup>th</sup> grade)

##### **SECOND FLOOR**

- Classroom (second and third grades) including a science lab

The meeting recessed at 10:30 am.

The meeting reconvened at 11:52 am at the Cheesecake Factory, 19501 Biscayne Boulevard, Aventura, Florida 33180-2342.

The council members discussed with Mr. Alexander Bay Point School as a desirable location for a charter school and the potential costs. It was recognized that an update has not been received from the mayor.

Other possible locations were addressed:

Lakes by-the-Bay Park (with sports facilities)

Review the issues relating to Miami-Dade County to determine how the nine acres at the back of the park could be utilized.

Town Hall Center (lease) or

Facility adjacent to town hall for 6-10 graders

urban community recreational

Problems addressed were the close proximity to the Florida's Turnpike and its location which could be established as a temporary site.

Key Biscayne facility (possibility of a tour)

The councilmembers recognized the timeframe and the need for the town to make the management company aware of their responsibilities whether or not the town has a facility and the control of the building which ought to be incorporated into the site plan.

Suggestions were made to obtain an update on Bay Point School from the mayor at a future council workshop and a consensus from the council on what is required and where.

The councilmembers stressed the importance of obtaining a curriculum to complete the application.

## **5. ADJOURNMENT**

The meeting adjourned at 13:04 p.m.

The minutes were approved at the, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY  
MINUTES**

Wednesday, July 6, 2011, 10:00 a.m.

Town of Cutler Bay  
Cutler Bay Town Center  
10720 Caribbean Blvd. Suite 105  
Cutler Bay, Florida 33189

**COUNCILMEMBERS PRESENT:**

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin

**OTHERS PRESENT:**

Esther B. Coulson, Town Clerk

**Charter Schools – Bay Point School Site**

The mayor recalled his initial contact with the Ethel and George W. Kennedy Family Foundation at Bay Point School a few years ago; mentioned the ability to reestablish same after November 2010. He referred to his meeting with Messrs. Michael W. Kesti, attorney representing Bay Point School and Steve Alexander.

The mayor pointed out a letter dated May 13, 2011 from Ms. Kathleen Kennedy-Olsen, Executive Managing Director, The Ethel & W. George Kennedy Family Foundation, indicating that no one, except the member of the foundation's board or its attorney, has been authorized to discuss the potential use of the property on behalf of the foundation and acknowledged that Mr. Kesti and Dr. Mary Louise Cole-Wood have no standing. The mayor pointed out his response to Ms. Kennedy-Olsen, her reply by email, and the subsequent telephone conversation indicating that Bay Point is not for sale. .

The mayor reported on the foundation's loss of funds over the years and that no income was generated from the property; recognized the liens filed against Dr. Cole-Wood -- noting the agreement she has with the foundation expires in 2012 -- and the liens filed on the property by various contractors and suppliers. The mayor noted two lawsuits filed by Dr. Cole against the foundation and the Department of Juvenile Justice (DOJJ) whereby the contract was discontinued; thus, one of the lawsuits dismissed. He reported on the liens filed on the property by various contractors and suppliers; the tax assessed, and his conversations with Ms. Katey Sorenson and another individual regarding Bay Point.

The mayor recognized the foundation's problem and the consequences if they walk away from what is owed on the property and sell it for a profit. He addressed the current problems the foundation has with DOJJ's contracts which were terminated; thus, DOJJ claiming ownership of the property and land, and the misappropriation of funds over the years. He addressed the plan to communicate with the town's lobbyists and line up with the legislatures, who would speak to DOJJ's attorneys in Tallahassee on the subject issue.

The mayor indicated that Ms. Kennedy intends to arrange a meeting with the attorneys and himself to address options, facts relating to the property and the town's plans for a charter school (recognizing the foundation's interest to reach out to the underserved children at risk), and determine the problem with a solution. He explained that Messrs. Scott Silver and Michael Kesti have no involvement in this regard.

In response to the mayor's plan to keep Vice Mayor Sochin apprised, the vice mayor expressed preference, after the meeting takes place, to meet with the foundation.

The mayor noted the implications to the Fiscal Year 2011/12 budget and the 2011 Taxable Value estimated by the Miami-Dade Property Appraiser's Office to be -2.0% change from 2010; addressed the shortfall to make up the difference from ad valorem to be allocated towards school site structures, and mentioned the concept of meeting with the residents on the likelihood of increased taxes. He recognized that charter schools are income producing which should provide additional revenue to the town and the potential expenses the first year.

The mayor relayed Mr. Alexander's thoughts on allowing a school on the top floor of the town center building and gave reasons why he is opposed which ought to be considered as a last backup plan.

#### **"Dream Team" – Beautiful City**

Vice Mayor Sochin recognized the town's citizens who formulated a group formulated known as the "Dream Team". He explained that Dr. Pat Fulton is seeking earlier photographs of the potato field in the town; mentioned the plan in the future to provide a senior center, similar to the Village of Key Biscayne's Community Center, and explained, on behalf of the community, not to have four-story buildings; however, three stories with set-back requirements would be acceptable at the town center.

#### **Community**

Vice Mayor Sochin suggested identifying an area in the town for residents to spend more time and reported on the survey he conducted with restaurant merchants who are unhappy with the town's current restrictions. He referred to the town staff's proposal to submit a simplified form on restaurant seating to the merchants. Vice Mayor Sochin pointed out the proposed concept of restaurants hosting entertainers to attract patrons to their establishments. He referred to purchasing food from the trucks in the town and noted the concerns in objection in that regard.

Vice Mayor Sochin recalled the study on two or three story buildings with set-back requirements supported by the residents and recommended to the Miami-Dade County Commission which he believes that the elected officials do not have the authority to override.

**PACE Program**

The mayor addressed his efforts for the surrounding municipal mayors and Paul Vrooman to support the implementation of the Property Assessment Clean Energy (PACE) program and YGreene Energy Fund Inc. as the third party administrator performed by the town by adopting resolutions and executing agreements. As there is no valid contract with the town and YGreene, the mayor explained that the matter is postponed until the final result is received.

**School Flashing Lights**

The mayor reported that the program for the school flashing signs on Old Cutler Road is anticipated to be accepted within weeks; indicated that Caribbean Boulevard will take affect shortly after, and that the traffic circle has been resolved.

**FP&L**

The mayor indicated that the northern portion of the land for the Florida Power and Light Company's electrical poles have already been taken. He voiced his opposition for said poles to travel through the town and extended to the Florida Everglades.

**PTP Funds**

The funds for the People's Transportation Trust (PTP), is expected to be renegotiated for 2012, will be addressed by the Miami-Dade County League of Cities in October 2011.

**Florida League of Cities' Tallahassee**

The mayor addressed his plan, along with Councilmember Mary Ann Mixon, to attend the Florida League of Cities' 85<sup>th</sup> Annual conference in Orlando from August 11 through 13, 2011.

**Palmer Trinity School**

The mayor referred to the traffic congestion, signal issues and congestion on Old Cutler Road and Southwest 184 Street; addressed the concerns from the president of the area's association, and relayed that funds were accepted from Paul Trinity School who appealed the lawsuit.

There being no further business, the meeting concluded at 11:00 a.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor



**TOWN OF CUTLER BAY MINUTES**  
Wednesday, July 6, 2011, 11:30 a.m.  
Town of Cutler Bay  
Cutler Bay Town Center  
10720 Caribbean Blvd. Suite 105  
Cutler Bay, Florida 33189

**COUNCILMEMBERS PRESENT:**

Mayor Edward P. MacDougall  
Councilmember Peggy Bell

**OTHERS PRESENT:**

Esther B. Coulson, Town Clerk

**Sign Ordinance 08-14**

Councilmember Bell requested that staff report on how many businesses currently would be affected by the letters to be sent to the individuals on the enforcement of prohibited signs as it relates to Sign Ordinance 08-14. She proposed that the council consider allowing six banners per year to promote businesses and that everything ought to be done to make the process business-friendly.

**Bay Point/Charter School**

The mayor relayed his discussions with representatives of the Ethel and George W. Kennedy Family Foundation on the potential use of the Bay Point site and addressed the current problems. He mentioned the implications to the Fiscal Year 2011/12 budget and the 2011 Taxable Value estimated by the Miami-Dade Property Appraiser's Office; the town's liabilities, and potential annual revenue.

After the mayor suggested the soliciting of opinions from the Educational Compact Advisory and Education Advisory Committees noting that the top floor of town hall is not conducive to education, Councilmember Bell suggested having open meetings in a public forum. The mayor explained his intent to keep everyone apprised of the subject issue.

The mayor referred to his conversations on the recruitment of schools with the two principals and a magnet high school for marina with Ms. Valtena G. Brown, Miami-Dade District 9 Schools Regional Superintendent and recognized the time constraints in this regard.

**Advisory Committees**

Discussion was held on ongoing communication with the Education Advisory and Educational Compact Advisory Committees with the existing schools and recognized the benefits derived from them.

The mayor stressed the importance of communicating with Mr. Alexander in order to be kept informed and to receive important information.

**Biscayne Bay**

Discussion was held on the town's natural resources; namely, the special aquifer system, wetlands, mangrove area, mount trash, and the Florida Power and Light (FP&L) facility and the Everglades National Restoration Project and addressed the focus on environmental science and technology whereby public or federal funds can be used for college-bound students.

Councilmember Bell suggested that the town address with the town's lobbyists a collaborative agreement with Animal Services on the Florida Wildlife Refuge and provide the town with an environmental center to reserve the town's section (on Southwest 184 Avenue and Old Cutler Road) of Biscayne Bay to be known as "Cutler Bay".

**Old Cutler Road**

The mayor reported that the Old Cutler Road improvements are near completion.

**PACE Program**

The mayor referred to his meeting with some of the neighboring municipal officials regarding the PACE program; recognized the town's adopted resolutions regarding the interlocal agreements, and addressed the need for an executed contract with YGreene.

**FP&L – Underground Cables**

The mayor recognized that the town does not want to get involved with the issue on FP&L's underground cables; however, he concurred with the council's position to support the neighboring municipalities.

There being no further business, the meeting concluded at 1:41 p.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY MINUTES**  
Wednesday, July 6, 2011, 6:00 p.m.  
Town of Cutler Bay  
Cutler Bay Town Center  
10720 Caribbean Blvd. Suite 105  
Cutler Bay, Florida 33189

**COUNCILMEMBERS PRESENT:**

Mayor Edward P. MacDougall  
Councilmember Sue Ellen Loyzelle

**OTHERS PRESENT:**

Esther B. Coulson, Town Clerk

Councilmember Loyzelle expressed concerns on the following:

- **Government**

The town being a “reactionary” form of government whereby the elected body ought to adopt a more thought-process with decision-making ideas based on cost and need.

The need for the council to be apprised on issues and provide feedback when matters are being considered.

In response, the mayor addressed his concurrence and recalled the previous draft resolution that was proposed before the council and referred to the council workshop held.

The mayor agreed with Councilmember Loyzelle’s suggestion to hold three monthly council meetings: planning items for grant projects, updates on what the town manager is working on, and the council workshop to review items to be considered. The mayor suggested that Councilmember Loyzelle present these suggestions as a workshop item for consideration.

- **Town Survey**

Need feedback from more people by means of a survey.

After discussion, the town clerk pointed out the council’s adopted 2008-2011 Strategic Goals and addressed the plan to conduct a survey as indicated, to which Councilmember Loyzelle addressed her intent to provide her with more information.

- **Town Hall Meetings**

Recognizing the number of times that town hall meetings are held during the year, Councilmember Loyzelle mentioned the need for more input on communication.

Concerns were addressed about the town's website which should be a resource of information, user-friendly, and transparent.

- **Old Cutler Roadway Improvements**

The need for roadway improvements and the traffic circle on Old Cutler Road.

The mayor relayed his discussion with District 8 County Commissioner Lynda Bell and staff and communicated with the county's budget and finance staff. He anticipated that movements are anticipated on said project within the next few weeks.

- **PACE Program**

The mayor reported on his decision to postpone the PACE program as the town has no contract with YGreene.

- **FEMA**

The mayor referred to the FEMA drainage elevation programs, the CRS rating of one through 10 over one point received at a five percent discount for all the programs combined with a 20 percent discount on flood insurance.

- **FP&L**

Although the FP&L issue is outside the town's boundaries, the mayor concurred with the council's previous suggestion to adopt a resolution supporting the municipalities and explained that he is waiting to hear from the town manager.

- **Palmer Trinity School**

The mayor relayed the residents' concerns on the Palmer Trinity School issue.

- **Sign Ordinance**

Recognizing the hard economic times, the mayor agreed to provide some type incentives to individuals experiencing hardship as it relates to the sign ordinance.

- **Charter Schools/Bay Point School/Taxes and FY 2011/12 Budget**

Councilmember Loyzelle recognized the different models that exist and ensure that the council accepts the correct model with the infrastructure to handle.

The mayor relayed his discussions with representatives of the Ethel and George W. Kennedy Family Foundation on the potential use of the Bay Point site and addressed the current problems. He explained that the council will be holding a workshop on the budget and the plan to review the debt service if the charter school is immediately approved. The mayor noted the options available even if the property is not acquired and mentioned that negotiations are ongoing.

With respect to concerns relating to the infrastructure and the acknowledgement received on the adequate management whereby talks are being held with staff, the mayor stated that he wants to take a calculated risk in this regard.

There being no further business, the meeting concluded at 7:25 p.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor

**TOWN OF CUTLER BAY TOWN COUNCIL SPECIAL MEETING  
MINUTES**

Wednesday, July 14, 2011, 5:30 p.m.  
Town Hall  
10720 Caribbean Boulevard, Suite 105  
Cutler Bay, Florida 33189

**Members Present:**

Mayor Edward P. MacDougall  
Vice Mayor Ernest N. Sochin  
Councilmember Peggy R. Bell  
Councilmember Mary Ann Mixon

**Also Present:**

Town Manager Steven Alexander  
Town Attorney Mitch Bierman  
Town Clerk Esther B. Coulson  
Rosi Alvarez, Education Advisory  
Committee Chair

(Councilmember Sue Ellen Loyzelle joined the meeting by telephonic conference.)

**1. CALL TO ORDER, ROLL CALL, and PLEDGE OF ALLEGIANCE**

The mayor called the meeting to order at 5:35 p.m.; requested that Ms. Coulson call the roll and noted that a quorum was present.

**On motion of Councilmember Mixon, seconded by Councilmember Bell and unanimously carried, the council granted the permission for Councilmember Sue Ellen Loyzelle to participate in this evening's proceedings by telephonic conference.**

The mayor led in the Pledge of Allegiance to the Flag. At Councilmember Loyzelle's request, the mayor identified those present in the meeting room.

**2. CHARTER HIGH SCHOOL FEASIBILITY STUDY**

The council considered its action at this evening's meeting to approve the proposed Charter School Feasibility Study.

Messrs. Paul Menne and Keven Kroehler, EdVisions Schools, addressed their previous discussions with the council; questioned the components of the application being combined within the timeline supported with public input and whether the community desires to retain a Charter Management Organization (CMO) or review the CMO program and make a selection which is a concern.

The council held extensive deliberations with Messrs. Paul Menne and Keven Kroehler, EdVisions Schools, regarding the Miami-Dade County Public School District, Charter School Operations application process for the proposed Cutler Bay Charter School Feasibility Study Report.

(Councilmember Loyzelle expressed apologies in terminating her conference call and no longer participated in this evening's proceedings.)

Subsequent to further deliberations, Mr. Alexander suggested submitting the application to utilize the town hall as the new location to start a charter school; addressed the options of utilizing the top floors of town hall, and recognized the close vicinity of the South Dade building, currently for sale with a possibility of utilizing a campus at that location.

In concurring, the mayor recognized that there would be no need to build, the town has identified a theme and a location, and there is a primary mission to secure the Bay Point School site.

After lengthy discussions, **a motion was made by Mayor Sochin and seconded by Councilmember Bell that the town council accept the recommendation to direct the town manager to commence with the Miami-Dade County Public School District, Charter School Operations the application process for the proposed Cutler Bay Charter School.**

Following further deliberations, **an amended motion was made by Vice Mayor Sochin and seconded by Councilmember Mixon that the council direct the town manager to submit, timely with the consultant, the necessary application for charter schools covering grades six through 12 as an academy for environmental studies.**

**3. DRAFT RESOLUTION REVISING THE SCOPE OF RFP #11-07**

After discussion, and **on motion of Councilmember Bell, seconded by Vice Mayor Sochin and unanimously carried, the council adopted Resolution 11-44 of the Mayor and Town Council of the Town of Cutler Bay, Florida, directing the town manager to issue an addendum to Request for Proposal (RFP) 11-07 authorized by Resolution 11-34 relating to a municipal charter school operator, and providing for an effective date.**

Later in the meeting, Mr. Alexander distributed Exhibits "C", Charter School Governing Board Disclosure Forms to the councilmembers and stressed the importance to complete and execute same before submittal with the charter school application to Ms. Lisa Mulhall, In Rem Solutions, Inc.

Mr. Alexander conveyed the text message he received from Councilmember Loyzelle announcing the passing of her mother and thanked everyone for their thoughts and prayers.

After discussion and on behalf of the council, the mayor thanked Messrs. Menne and Kroehler for their assistance.

**4. MAYOR AND COUNCIL COMMENTS**

The mayor thanked the councilmembers for their time given to him; the councilmembers additionally commended Ms. Alvarez for her hard work, and on behalf of the council, the mayor expressed appreciation to the advisory committee liaisons, Vice Mayor Sochin and Councilmember Bell.

**5. OTHER BUSINESS**

**Town Council Travel**

**A. Mayor Edward P. MacDougall**

**Motion to approve Mayor Edward P. MacDougall's travel to the Florida League of Cities' 85<sup>th</sup> Annual conference in Orlando from August 11 through 13, 2011. (MacDougall)**

**B. Councilmember Mary Ann Mixon**

**Motion to approve Councilmember Mary Ann Mixon's travel to the Florida League of Cities' 85<sup>th</sup> Annual conference in Orlando from August 11 through 13, 2011. (Mixon)**

Reason for the requests: the deadline for conference registration is July 25 and hotel reservation is July 20, 2011 resulting in an increase from \$325 to \$355. (Pages two and 12 of the conference program are attached.) The next town council meeting to approve this item will be held on July 26, 2011.

**C. The Good Government Initiative**

After discussion on eligibility requirements, and **on motion of, seconded by and unanimously carried, the council approved the request for Councilmember Sue Ellen Loyzelle to attend Cultivating Leaders of Excellence Program for early-career elected officials from Broward, Miami-Dade and Palm Beach Counties from August 26 to December 15, 2011 at the University of Miami. (Loyzelle)**

Reason for the request: the application deadline was April 11, 2011.

**D. 20/20 Tour Vision**

**By unanimous consent the council requested the town clerk to work with the council to schedule a concept similar to the "Vision 20/20" Marketing Initiative Bus Tour that was approved at the March 30, 2011 Special Election meeting.**

**7. ADJOURNMENT**

There being no further business to come before the council, and on motion made, seconded and unanimously carried, the meeting adjourned at 6:58 p.m.

The minutes were approved at the July 26, 2011 Regular Council Meeting.

Signed \_\_\_\_\_  
Esther B. Coulson, Town Clerk

Signed \_\_\_\_\_  
Edward P. MacDougall, Mayor



TAB 2

## **RESOLUTION NO. 11**

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, CERTIFYING AND DECLARING THE OFFICIAL RESULTS OF THE SPECIAL ELECTION OF THE TOWN OF CUTLER BAY HELD ON JUNE 28, 2011, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Cutler Bay's Special Election was held on June 28, 2011; and

**WHEREAS**, the Town of Cutler Bay's registered voters casted votes for the candidates qualified for Residential Area Council Member Seat 2; and

**WHEREAS**, the election has been canvassed and the Miami-Dade County Supervisor of Elections has tabulated the ballots of registered voters; and

**WHEREAS**, the Miami-Dade County Canvassing Board has publically canvassed the total number of votes cast for the offices and candidates; and

**WHEREAS**, the total number of votes cast for Residential Area Council Member – Seat 2 was two thousand eight hundred and thirty-seven (2,837) registered voters; and

**WHEREAS**, the Canvassing Board finds that this resolution will promote the health, safety and welfare of the town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA AS FOLLOWS:**

**Section 1.**     **Recitals.** That the above and foregoing recitals are true and correct.

**Section 2.**     **Certification of Results.** That the town council, after canvass of the votes cast in the Special Election held on June 28, 2011, declares the Official Certificate of the Canvassing Board attached as Exhibit "A" on the returns at the General Election as follows:

For Residential Area Council Member – Seat 2, whole number of votes cast was 2,837.

Sue Ellen Loyzelle received one thousand five hundred and twenty (1,520) number of votes (greater than fifty percent, fifty-four percent (54%), of the total number of ballots cast) and was elected to fill the remaining term of office for Residential Area Council Member Seat 2 until the next scheduled countywide election in Miami-Dade County.

**Section 3.**     **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MacDOUGALL, Mayor

Attest:

\_\_\_\_\_  
Esther B. Coulson  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.A.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

**CERTIFICATE OF COUNTY CANVASSING BOARD**

STATE OF FLORIDA

**Miami-Dade County**

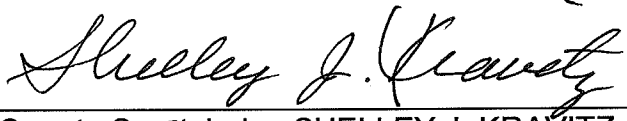
We, the undersigned, County Court Judge SHELLEY J. KRAVITZ, **Chairperson**, County Commissioner, AUDREY M. EDMONSON, **Substitute Member**, and Supervisor of Elections LESTER SOLA, **Member**, constituting the Board of County Canvassers in and for said County, do hereby certify that we met on the 1st day of July, A.D., 2011, and proceeded to publicly canvass the votes cast for the charter amendment herein specified at the **Cutler Bay Special Election** held on the 28th day of June, A.D., 2011, as shown by the returns on file in the office of the Supervisor of Elections. We do hereby certify from said returns as follows:

For Residential Area Council Member – Seat 2, the whole number of votes cast was  
2,837 of which number

Chuck Barrentine	received	<u>1,317</u>	votes
Sue Ellen Loyzelle	received	<u>1,520</u>	votes

**\*\*Official\*\***

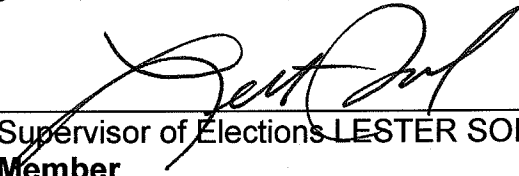
**MIAMI-DADE COUNTY CANVASSING BOARD:**



County Court Judge SHELLEY J. KRAVITZ  
**Chairperson**



County Commissioner AUDREY M. EDMONSON  
**Substitute Member**



Supervisor of Elections LESTER SOLA  
**Member**

TAB 3



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Honorable Mayor and Town Council

From: Steve Alexander

Date: July 20, 2011

Re: Proposed 2011 millage rate communicated to Property Appraiser

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK AND TOWN MANAGER TO FILE THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

### Background

On July 1, 2011, the Miami-Dade Property Appraiser certified to the Town the taxable value of property within the Town's boundaries to be used to establish its 2011 millage rate (for fiscal year 2011-12) and ad valorem tax budget. Under the TRIM statutes, the Town has 35 days (i.e. on or before August 4, 2011 based on the July 1st certification date) to notify the Property Appraiser, on form DR-420, of the Town's proposed millage rate and the date of its first public budget hearing. In turn, the Property Appraiser will use that information on the TRIM notices it mails out to taxpayers in late August.

Under the TRIM maximum millage calculations, the Town's maximum millage rate for 2011 TRIM purposes is 2.8031 mills. Due to the recent discussions by the Council regarding the possible acquisition of land or facilities in the multimillion dollar range for the purpose of establishing or building a Charter School, staff recommends reporting a proposed rate to the Property Appraiser equal to the maximum millage rate (2.8031 mills) which will enable the revenue generation necessary for this anticipated new project. If the Council decides not to pursue the acquisition the rate may be lowered accordingly.





Please note that staff continues to build a budget for Council review based on the current millage rate of 2.5888 mills which will keep the current tax rate unchanged again this year.

The Property Appraiser will use the rate set in the accompanying Resolution solely for advertisement purposes and it does NOT lock the Council into adopting this rate. Rather, it serves as a "ceiling" and allows the Council to adopt a millage rate equal to or less than that rate without adverse consequence.

It has been the Council's approach in each of the past TRIM seasons to set the initial rate higher than necessary to enable flexibility on behalf of the Council so that any unanticipated items that the Council determines necessary to be added to the budget may be added during the budget process.

Should Council report a lower proposed rate to the Property Appraiser which is then advertised in the TRIM notice to taxpayers, Council would only be able to subsequently exceed that advertised rate by incurring a significant cost, at the Town's expense, to "re-TRIM" notice (direct mail) all affected taxpayers.

By building a budget at the current millage rate (2.5888 mills) and advertising a "ceiling" rate on the TRIM notice (2.8031 mills), which, similarly, has been done in prior years, the Council gains flexibility during the budget hearings to adjust the budget for special projects that might come up (for example, something related to Charter Schools, etc.) and it in no way impacts the Council's ability to adopt a lower millage rate.

### Recommendation

Staff recommends certifying to the Property Appraiser on form DR-420 a proposed millage rate of 2.8031 mills, and the budget hearing dates as specified in the Resolution, for purposes of advertising on the TRIM notices to be sent to taxpayers.





## **RESOLUTION 11-**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST AND SECOND PUBLIC BUDGET HEARINGS AS REQUIRED BY LAW; DIRECTING THE TOWN CLERK AND TOWN MANAGER TO FILE THIS RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on July 1, 2011, the Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon the Town of Cutler Bay, Florida (the "Town"), a "Certification of Taxable Value" certifying to the Town its 2011 taxable value; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that the town, within thirty-five (35) days of service of the Certification of Taxable Value, furnish to the Property Appraiser and Tax Collector the proposed millage rate and the date, time, and place at which public hearings will be held to consider the millage rate and the tentative budget; and

**WHEREAS**, the town is proposing the adoption of a millage rate of 2.8031 mills and desires to set the dates for the first and second public hearings to adopt its budget and set the final millage rate; and

**WHEREAS**, the town finds that this resolution will promote the health, safety and welfare of the town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2. Proposed Millage.** The proposed millage rate for the first public hearing is hereby declared to be 2.8031 mills, which is \$2.8031 per \$ 1,000 of assessed property within the town.

**Section 3. Date, Time, Place.** The date, time and place of the first and second public hearings are hereby set by the town council as follows:

**Date**

**Time**

**Place**

September 6, 2011	7:00 p.m.	Cutler Bay Town Hall 10720 Caribbean Boulevard Cutler Bay, Florida 33189
September 20, 2011	7:00 p.m.	Cutler Bay Town Hall 10720 Caribbean Boulevard Cutler Bay, Florida 33189

**Section 4. Transmittal.** The town clerk and town manager are directed to attach the original Certification of Taxable Valuable to a certified copy of this resolution and serve the same upon the Honorable Pedro J. Garcia, Property Appraiser of Miami-Dade County on or before August 4, 2011.

**Section 5. Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER LEWIN-COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest N. Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

TAB 4

## RESOLUTION 11

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE PARKS AND RECREATION ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on September 19, 2006, the Town of Cutler Bay Town Council (the “Council”) adopted Resolution 06-97 creating the Parks and Recreation Advisory Committee (the “Committee”) with regard to the usage of the parks and recreational facilities within the town; and

**WHEREAS**, on September 23, 2009, the council adopted Resolution 09-74 expanding the duties of the committee to include town community events and cultural programs and appointed members to the committee; and

**WHEREAS**, on July 21, 2010, the council enacted Ordinance 10-08 establishing general regulations and procedures governing the operation and selection of all existing, established and future boards; and

**WHEREAS**, Mayor Edward P. MacDougall desires to appoint Laura Reynolds to the committee to fill an existing vacancy; and

**WHEREAS**, the town finds that this resolution will promote the health, safety and welfare of the town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Appointment of an Advisory Committee Member.** The council hereby appoints Laura Reynolds to the committee.

**Section 3.**     **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_<sup>th</sup> day of \_\_\_, 2011.

---

Edward P. MacDougall, Mayor

Attest:

---

Esther B. Coulson  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

---

WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall	_____
Vice Mayor Ernest N. Sochin	_____
Councilmember Peggy R. Bell	_____
Councilmember Mary Ann Mixon	_____
Councilmember Sue Ellen Loyzelle	_____

# Tropical Audubon Society

The Voice of Conservation in South Florida



## President

Jose Francisco Barros,  
D.D.S.

June 28, 2011

## Honorary Director

Roger Hammer

## Board of Directors

Alan Steinberg

Dennis Olle, Esq.

Brian Rapoza

Lewis Milledge, Esq.

Gary Hunt

Dawn Shirreffs

Dr. John Ogden

Rafael Galvez

Elizabeth Smith

David Pearson

Richard Cohen

## Advisory Board

Dick Townsend

Dr. Thomas E. Lodge

George Gann

Katy Sorenson

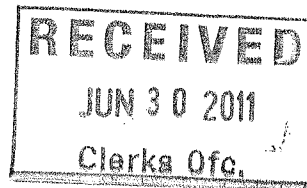
## Executive Director

Laura Reynolds

## Editor

Ana Lima

Ed  
Dear Mayor MacDougall,



I am most interested to become an appointed member to Cutler's Parks & Recreation Advisory Committee as an involved resident of Cutler Bay and on behalf of the Tropical Audubon Society.

My years of experience in the environmental field doing research, advocacy, and public education will make me an easy fit for the committee. As of 2008, I have been the Executive Director of the Tropical Audubon Society, which entered into an agreement with Former Mayor Paul Vrooman and committed to work on the Cutler Wetlands project and I would like to help see this become a birding destination, offering more to the public than just a place to ride ORV's (Off Road Vehicles), it will no doubt become a source of pride among residents and add to the overall quality of life of the residents of Cutler Bay.

We spoke in the past about this appointment prior to your election and then recently on the phone. Attached is a short Bio and Resume. Please let me know if I can help further the process of joining the Parks & Recreation Advisory Committee.

Do not hesitate to contact me with any questions or comments:

[director@tropicalaudubon.org](mailto:director@tropicalaudubon.org), 786-543-1926

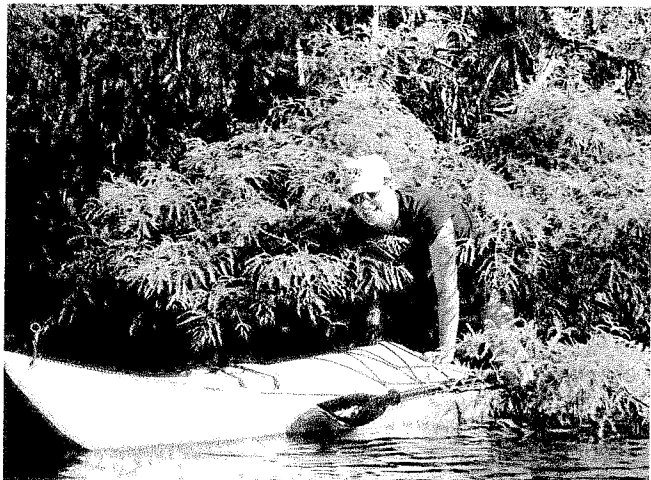
I look forward to working with you closely in the future and I am available for any council to your or your staff on matters that relate to the environment.

Warmest Regards,

  
Laura Reynolds

Executive Director

**Laura Reynolds**  
**Executive Director, Tropical Audubon Society**



Laura Reynolds is the Executive Director for the Tropical Audubon Society. As Executive Director, Laura leads advocacy, education and outreach efforts for TAS. Laura previously served on the Tropical Audubon Society Board of Directors as Chair of Education and Outreach committee and Vice-President. In this capacity, Laura doubled the volunteer capacity of the organization through connections with students at Florida International University, and gained experience in conservation issues facing Miami-Dade including urban sprawl and preserving and restoring Biscayne Bay. She has a BS degree in Marine Biology and Environmental Science and studied education and environmental science and policy at the Masters level, focusing on Everglades restoration and its impact on the food web. Her understanding of the hydrologic interactions, habitats of South Florida and how to convey that information in a meaningful way to the public has been invaluable in her role as Executive Director. Laura recently finished a two year study of climate change on Alaska's Northern slope and has lobbied for climate change legislation since 2005. Laura is a member of the Board of Directors for the Everglades Coalition, is Chair of the Environmental Committee for Chamber South and remains active with many of Florida's environmental organizations by forming coalitions to accomplish conservation goals across South Florida.

Laura moved to Florida in 1994 to study Marine and Environmental Science at Jacksonville University, and after completing multiple undergraduate research projects, moved to Miami to continue her research. First at the University of Miami, and later at Florida International University, Laura pursued science research and education at the Masters Level. During Laura's 10 year teaching and research career, she discovered a great disconnect between science and policy. She learned that many Miami residents and students had a poor understanding of the water and land use issues that face Florida, and many had never been exposed to the natural resources of Biscayne Bay or the Everglades. This prompted Laura's focus to shift to the non-profit sector where she is able to advocate for science-based policy decisions and educate the public about important conservation issues.

**Laura Reynolds | Executive Director | Tropical Audubon Society**

5530 Sunset Drive

Miami FL 33143

786-543-1926

305-666-2842

[director@tropicalaudubon.org](mailto:director@tropicalaudubon.org)

[www.tropicalaudubon.org](http://www.tropicalaudubon.org)



# **Laura Lynn Reynolds**

20715 Leeward Lane, Miami, Florida 33189

director@tropicalaudubon.org

(786) 543-1926

## **Objective:**

My immediate goal is to educate, advocate and influence conservation in and around Miami Dade County, by joining this Task Force or Committee. I would like to integrate my solid scientific foundation into protecting and restoring Florida's environment and be instrumental in ensuring a healthy future for Florida's environment and its citizens.

## **Education:**

M.S. Environmental Studies-current

Florida International University, Miami FL 33199

Florida State Professional Teaching Certificate 2004

B.S. Marine Science, May 1999.

Jacksonville University, Jacksonville FL 32211

## **Awards & Honors:**

Vice President of Tropical Audubon Society-2006-2008

Board member of Tropical Audubon Society- 2005-2006

Teacher of the Year, Fairchild Tropical Garden-2003-2004

Science Teacher of the Year Nominee-2003-2004

New Teacher of the Year Nominee-2002-2003

Arthur R. Marshall Fellow 2001-2003

Outstanding Environmental Community Service, FIU-2001-2002

Miami Dade Parks and Recreation Employee of the year Nominee-2000 and 2001

NE Florida Marlin Association Scholarship 1998-1999

Marine Science Student of the Year 1998

## **Current Position:**

Executive Director, Tropical Audubon Society

Tropical Audubon Society, Miami FL, 2008-Present

Working toward a four pronged conservation strategy (growth management, southern Everglades restoration, protection of Biscayne Bay and coastal Miami Dade and bird conservation) through advocacy, enjoyment, outreach and education of the public. As Executive Director I am responsible for managing staff, holding regular board meetings, attending public meetings, writing white papers and communicating to the public using all forms of media available. This position is very demanding and high profile and requires a passion and dedication to science and factual data that can be conveyed to the public in a thoughtful meaningful way. This position has perfected my communication and education skills and has challenged me to find away to turn science into policy and action in all levels of government.

## **Research and Teaching Experience:**

### Alaska Field Technician and Site Manager

Florida International University and National Science Foundation, May-August 2007:

Conducting floristic Inventory, Phenology, community composition, nutrient composition, ecosystem carbon fluxes NDVI and other types of remote sensing. This is collaborative research in the North American ITEX network, and an IPY funded project to study species responses to changes in climate across arctic gradients. We will be examining effects of change in snow depth and in warming plots, these studies are part of a project that has been ongoing for 13 years, thus far we can see a trend of *Betula nana* a common deciduous shrub taking over due to warming, increased nutrients and increased water or snowmelt.

Until August 24 I can be reached at (907)455-2526, toolikfield@hotmail.com

### Adjunct Lecturer

Florida International University, Miami FL, 2002-2007:

South Florida Ecology Lecturer and Lab Instructor for the FIU's Department of Environmental Science. Lecturer for Global Environment and Society, Introduction to Environmental Science and South Florida Ecology. Course topics included South Florida ecosystems, everglades restoration, environmental resource management, global environmental issues, policy, environmental history, future challenges and solutions, current studies and restoration efforts, the use of scientific field equipment, Ecosystem function, field studies and identification of local flora and fauna and current field practices necessary to achieve desired results.

### Laboratory Manager, Environmental Science

Florida International University, Miami, FL, 2005-2007:

Responsible for the curriculum and general function of teaching and research laboratories associated with FIU's Department of Environmental Studies. Curriculum focused on experimental design, implementation and analysis. Supervised graduate students, Teaching Assistants and Adjunct Professors. Developed instructor workshops and training events. Responsible for web site design, data management, data analysis and critique graduate project design and relevance.

### Project Manager, Everglades Food Web Study

Florida International University, Miami, FL, 2003-2005:

Managed food web study of Everglades systems for Southeast Research Center to track long term changes resulting from implementation of the Comprehensive Everglades Restoration Plan and other restoration efforts. Study area incorporated Everglades National Park, Big Cypress National Preserve, and surrounding areas. Responsibilities included field and lab work, data analysis, and report writing, and public presentations. Knowledge of restoration projects, everglades ecology, current restoration goals and local flora and fauna were required. Ability to drive airboats, use helicopters, find field sites using GPS and use various collection equipment was necessary.

## **Research and Teaching Experience Continued:**

### Research Assistant

Virgin Island Environmental Resource Station, St. John USVI 1998-1999:

Sonic tracking, visual fish census, sea grass community structure measurements, sampling using fish traps and hand lines. National Park Service work to conduct Grouper-Snapper surveys, using transect and point count methods

### Marine Ecology Teaching Assistant

Jacksonville University, Jacksonville, FL 1998-1999:

Lesson plan, lab prep, lecture, review sessions, test grading, equipment maintenance, aquaria care, and collection of organisms.

Zoology Teaching Assistant (Jacksonville University, Jacksonville FL) 1997-1999: lesson plan, lab prep, review sessions, test grading, collection of organisms, and organization of teaching collection.

### Lab Technician and Research Assistant

University of Florida, St. Johns River, Jacksonville, FL 1997-1998:

Field sampling [using: throw traps, seine nets, electro fishing, and gill nets] processing samples, stomach analysis, and microscope work, use of Dichotomous keys, mapping and data entry.

### Horticulture and Floral Design:

Monticello Greenhouses and Hirni's Wayside Gardens 1989-current:

Greenhouse management, landscaping care during growth and transplanting stages, propagation including grafting and cuttings, floral arranging and customer relations.

## **Volunteer and Internship Experience:**

### Chair Chamber South Environmental Committee

Miami FL 2010-current

### Board Member Everglades Coalition

Miami, FL 2008-current

### Florida Audubon Regional Conservation Committee member

Miami FL, 2006-current

### National Audubon Society, Global Warming Lobbyist

Washington DC March 2007

### Tropical Audubon Society, Board Member:

Miami, FL 2004-2008

Volunteer Chair, Fundraiser, Education Chair

## **Research and Teaching Experience Continued:**

### Science Teacher, Environmental Science

Coral Reef Senior High School, Miami FL, 2001-2004:

Developed and taught curriculum in the areas of Advanced Placement Environmental Science, Zoology, and Pre International Baccalaureate Biology. Coordinated and sponsored the Earth Force program and Ecology Club. Trained Ecology Club members to participate in national competitions such as EnviroThon and local competitions such as the Fairchild Challenge at Fairchild Tropical Gardens.

### Naturalist, Environmental Educator

Deering Estate at Cutler, Miami FL, 1999-2002:

Developed and conducted park and recreation activities, including educational guided tours through hardwood hammock, pine rocklands and on canoes through mangrove forests and to Chicken Key (a restored bird sanctuary). Developed and implemented programs and presentations in archeology, environmental science, biology, Florida history, and on the flora and fauna of South Florida. Developed, coordinated, budgeted and directed nature camp for over 250 campers as well as supervising the staff involved.

### Substitute Teaching

Miami-Dade Public Schools, Miami, FL, 2000-2002:

Permanent substitute position for marine science and biology at Palmetto High School.

Substitute teacher for biology, environmental science and marine science. Volunteered with the ecology club and volleyball team.

### Literature Search and Database Manager

Caribbean Marine Research Center, 1999-2001:

Literature search at RSMAS (University of Miami) on coral reefs and the importance of adjacent habitats such as seagrass and mangroves. Database management of all compiled information for report on the research needs for coral reefs and to help make policy decisions for the Caribbean

### Research Assistant

University of Florida Marine Laboratory, Seahorse Key FL 1999:

Teaching assistant to undergraduate students working on various research projects.

Responsibilities included; project setup, monitoring, species collection, boat handling and various equipment usage.

### Lab Management

Jacksonville University, Jacksonville, FL 1998-1999:

Equipment maintenance, inventory, aquaria care, fish and invertebrate collecting, assisting undergraduate students set up projects and experiments. Supervise all persons and activities in the labs.

#### Curriculum Evaluation

Deering Estate at Cutler, Miami, FL 2004

Analysis of Education Programs

#### GLOBE Educator, EarthWatch Assistant

Florida International University, Miami, FL 2002

Various Locations in Peru and in Miami

#### Research Assistant

Bill Baggs State Park, Miami, FL 2000-2002:

Monitored restoration by looking at plant growth and species recruitment,

#### Research Assistant

St. John River, Jacksonville, FL and University of Miami 1996-2000:

Analysis of Current scientific literature, Monitoring dolphin populations, genetic training and research as Intern at University of Miami

#### Reef Research Team

Jacksonville, FL 1997-1999

Responsible for monitoring artificial reefs before and after deployment.

### **Certification and Skills:**

**Field Science Skills:** Boating Skills and Seamanship course, MOCC-state boating course Advanced SCUBA, Scientific Diving, Nitrox, Rescue Diver, Community Water Safety, Helicopter Crew Chief, various field sampling techniques, digital photography, GPS usage, dermestid culture, mesocolumn usage, good knowledge of South Florida flora and fauna. *10 years of collective field work experience*

**Education and Science Certifications:** Project Wild, Fire in Florida's Ecosystems, Florida Master Naturalist Program, Invasive Plants, Coastal Ecosystems, Hurricane Workshop-Sea Grant/NOAA, AP Environmental Science College Board.

*6 years up higher level teaching experience, high school and college level*

**Computer Skills:** MS Office, including: Front Page, Excel, Power Point, MS Word, Word Perfect, MS Works, Stat Disk, Math Cad, SASS, Matlab, Arc View and Arc Map, Corell Draw, and Adobe Photoshop.

*Scientific literature review and research skills excellent*

*Public Speaking skills and communication skills excellent*

### **Hobbies:**

Camping, hiking, biking, boating, sailing, kayaking, wildlife viewing ☺, photography, volleyball, diving, painting and travel

## References:

*Jose Barros*, President Tropical Audubon Society,  
Current Supervisor  
(305)951-6167

*Dennis Olle*, Vice President and Conservation Chair Tropical Audubon Society,  
Conservation Issues  
(305)975-1507

*Steve Oberbauer*, Biology Department, Florida International University,  
Botany, Ecology  
(305) 348-2580

*Tomas Pliske*, Environmental Studies Department, Florida International University,  
Entomology, Ecology  
(305)348-3804

*Brooke Shamblin*, Department of Biology, Florida International University  
Botanist and Everglades research Scientist  
(954)673-8050

*Cynthia Guerra*, Executive Director, Environmentally Endangered Lands Program,  
Hold the Line Campaign  
(305)505-8240

*Tom Lodge*, Consulting Ecologist, Ecological Advisors Inc.  
Author Everglades Handbook  
(305)446-6568

*Jim Kushlan*, Smithsonian Institution Director, Chair of Biology Univ. Mississippi  
Wading Bird expert, author of many Heron books  
(305) 365-0306

*Sue Wilcox*, PBS&J / Everglades Partners Joint Venture  
Everglades Policy and Restoration  
(904)612-7806

TAB 5

## **RESOLUTION 11**

### **A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA TO APPOINT AN ADVISORY COMMITTEE MEMBER TO THE EDUCATION ADVISORY COMMITTEE, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on August 15, 2007, the Town of Cutler Bay Town Council (the "Council") adopted Resolution 07-41 creating a Charter High School Committee (the "Committee") to study, advise and make recommendations to the town council regarding the possible creation of a charter high school in the town; and

**WHEREAS**, on September 23, 2009, the council adopted Resolution 09-74 expanding the duties of the committee to include town community events and cultural programs and appointed members to the committee; and

**WHEREAS**, on July 21, 2010, the council enacted Ordinance 10-08 establishing general regulations and procedures governing the operation and selection of all existing, established and future boards; and

**WHEREAS**, on April 20, 2011, the council modified the name of the Charter High School Committee by changing the name to the Education Advisory Committee and expanded its jurisdiction to include all public schools within the town; and

**WHEREAS**, Mayor Edward P. MacDougall desires to appoint \_\_\_\_\_ to the committee to fill an existing vacancy; and

**WHEREAS**, the town finds that this resolution will promote the health, safety and welfare of the town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1.**     **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Appointment of an Advisory Committee Member.** The council hereby appoints \_\_\_\_\_ to the committee.

**Section 3.**     **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this <sup>th</sup> day of , 2011.



\_\_\_\_\_  
Edward P. MacDougall, Mayor

Attest:

\_\_\_\_\_  
Esther B. Coulson  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest N. Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

**From:** sandra dellabella [sandraddellabella@hotmail.com]  
**Sent:** Thursday, July 21, 2011 12:23 PM  
**To:** Esther Coulson  
**Subject:** RE: Education Advisory Committee Vacancy

**Importance:** High

Good morning Ms. Coulson:

I received your e-mail regarding the existing vacancy on the town's Education Advisory Committee. Yes, I am most interested. Therefore, here is my background information you requested.

On May, 2007, I retired from Miami-Dade Police Department after serving twenty-one years. I served as a police officer. My last assignment was the Cutler Bay Station. I haven't held a job since. I have lived in Lakes by the Bay for seventeen years. This past school year I volunteered at Centennial Middle School, where my grand daughter was enrolled. While at Centennial, I answered their switchboard for them. I answered directly to the principal, Mrs. Yamila Carballo and her secretary, Mrs. Gloria Fundora.

As for my qualifications, my previous career has prepared me with the tools to deal with the public. I was exposed to many walks of life, cultures, attitudes, and had to resolve their situations or at least redirect them to other resources in order to resolve their situations. I have great knowledge and experience in an office, using office equipment and computers. While working as a police officer, I had the opportunity to run the Seaport Office for Captain Charles Miller. During that time, I was responsible for producing many monthly, bi-weekly, and weekly reports. These reports required much data and calculations using different computer programs. My montly evaluations always reflected my people skills to be above satisfactory to excellent. Of course, I am very interested in our children's education. Especially because we also have our children attending school in our community.

Esther, should you need further information, please give me a call on my cellular phone (786-586-3334).

Sandra Dellabella

---

From: [ECoulson@cutlerbay-fl.gov](mailto:ECoulson@cutlerbay-fl.gov)  
To: [sandraddellabella@hotmail.com](mailto:sandraddellabella@hotmail.com)  
Subject: Education Advisory Committee Vacancy  
Date: Mon, 18 Jul 2011 16:44:32 +0000

Good afternoon Ms. Dellabella:

It has come to my attention that due to an existing vacancy, you may be interested to serve on the town's Education Advisory Committee.

I would be most grateful if you could submit a background information about yourself such as a resume, list of qualifications or a statement to the town clerk's office to provide to the Town Council of Cutler Bay. Please make yourself available at the July 26, 2011 meeting at 7:00 pm at town hall whereby the appointment would be considered by the council.

If you have any questions, please call. Thank you.

Esther Coulson  
Town Clerk  
Office of the Town Clerk

Town of Cutler Bay  
Cutler Bay Town Center  
10720 Caribbean Blvd.  
Suite 101  
Cutler Bay, FL 33189  
Tel: (305) 234-4262  
Fax: (305) 234-3525

[www.cutlerbay-fl.gov](http://www.cutlerbay-fl.gov)



Please consider the environment before printing this e-mail



PLEASE NOTE: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.



TAB 6



## Office of the Town Manager

Steven J. Alexander  
Town Manager

# MEMORANDUM

To: Mayor and Town Council

From: Steven Alexander

Date: July 26, 2011

**Re: PACE Program third party administrator agreement recommendation**

### Background

Cutler Bay was instrumental in the conception, authoring and adoption of House Bill 7179 in the 2010 Florida legislative session, which created Florida's Property Assessment Clean Energy (PACE) program. House Bill 7179 created Section 163.08, F.S., which provides, in part, that local governments may levy non-ad valorem assessments to fund "qualifying improvements." Qualifying improvements are defined as: (1) energy conservation and efficiency improvements (e.g. installation of energy efficient cooling systems; (2) renewable energy improvements (e.g. installation of solar panels); and (3) wind resistant improvements (e.g. hurricane shutters). The PACE program is a completely "voluntary" program and it is up to the property owner to decide if he or she would like to apply to participate. On May 26, 2010, the Town Council established the South Dade Green Corridor District, which is a PACE program in order to effectuate the intent and purpose of 2010-139 Laws of Florida (House Bill 7179).

### Interlocal Agreement

In November 2010, the Town Council passed Resolution 10-67, as amended by Resolution 11-35, (Collectively, the "Resolution") to provide a vehicle to enter into an agreement with other municipalities in order to provide for the upfront financing for qualifying improvements as provided for in Section 163.08, Florida Statutes relating to PACE. The Town Manager was authorized to take any and all steps necessary to execute the necessary documents to carry out the intent and purpose of the Resolution thus establishing the Green Corridor PACE district (the "District").





The Interlocal Agreement's major points included, but are not limited to:  
(1) the creation of a governing board, with one at large member;

(2) the Cutler Bay Town Manager & Attorney to initially serve as the staff and counsel to the board to provide a smooth transition;

(3) Cutler Bay to procure the third party administrator on behalf of the District and assign the agreement to the District; &

(4) each local government would be required to designate an official to execute the necessary financing documents with residents in order to levy the voluntary special assessments within the District.

### **Request for Proposal (RFP) & Selection**

Cutler Bay agreed in the Interlocal agreement to issue a RFP on the behalf of the District for a third party administrator to manage and finance the improvements within the District. The RFP was advertised on November 11, 2010. On December 3, 2010, a mandatory pre-bid meeting was held at Cutler Bay Town Center at which several interested parties attended. During the pre-bid conference it appeared that some of the interested parties might consolidate their efforts and expertise to make a new multifaceted team approach. Bids were required to be submitted by January 7, 2011. Only one bid was timely received and subsequently, Town staff including the Town Attorney has performed substantial vetting of the respondent. On February 16, 2011, the Town Council selected Ygrene Florida Energy Fund, LLC (the "Ygrene") and authorized the Town Manager to negotiate an agreement with Ygrene.

### **Third Party Administrator Agreement**

Ygrene and the Town have been fine tuning the Third Party Administrator Agreement (the "Agreement") over the last couple of months. The Agreement's major points include, but are not limited to, the following:

(1) Ygrene will provide all of the funding for the operation of the District;

(2) The term of the agreement is for five years with automatic renewals for successful five year terms. The District may terminate the Agreement anytime after the initial term;

(3) Commencement of the program will occur when: (a) at least two members join the District; (b) an aggregate population of at least 500,000





is within the District. The number of people within the District can be less if agreed to by Ygrene; and (c) there is a successful bond validation; and

(4) Ygrene will indemnify the District and the local governments included therein against: (a) any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with performance or non-performance of any provision of the Agreement; (b) a legal challenge relating to the special assessment being a lien of equal dignity to taxes; & (c) any collection risk associated with a property tax default of property that is specially assessed within the District.

**RECOMMENDATION:**

Staff recommends the approval of the Agreement.





## **RESOLUTION 11-**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, APPROVING AN AGREEMENT WITH YGRENE FLORIDA ENERGY FUND, LLC TO BE THE THIRD PARTY ADMINISTRATOR FOR THE SOUTH DADE GREEN CORRIDOR DISTRICT PACE PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXECUTE THIS AGREEMENT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on May 26, 2010, the Town of Cutler Bay (the "Town") adopted Resolution 10-27 creating the South Dade Green Corridor District (the "District") in order to allow upfront financing for qualifying improvements pursuant to Section 163.08, Florida Statutes; and

**WHEREAS**, on November 17, 2010, the town council adopted Resolution 10-67, as amended by Resolution 11-35, approving an interlocal agreement, which authorized the formation of a partnership of local governments to provide qualifying improvements as provided for in Sections 163.08 and 163.01, Florida Statutes; and

**WHEREAS**, also on November 17, 2010, the Town Council adopted Resolution 10-68 authorizing the issuance of Request for Proposal (RFP) 10-05 for a third party administrator for the district; and

**WHEREAS**, Ygrene Florida Energy Fund, LLC (the "Ygrene") was the only responsive bidder to RFP 10-05; and

**WHEREAS**, on February 16, 2011, the town council approved the selection of Ygrene as the third party administrator for the district and authorized the negotiation of an agreement; and

**WHEREAS**, the town council hereby approves the agreement between the town and Ygrene in substantially the form attached hereto as Exhibit "A" ("the Agreement"), and authorizes the town manager to execute the agreement on behalf of the town; and

**WHEREAS**, the town council finds that this resolution is in the best interest and welfare of the residents of the town.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

**Section 2.**     **Agreement Approved.** The town council hereby approves the agreement in substantially the form attached hereto as Exhibit "A."

**Section 3.**     **Town Manager Authorized.** The town manager is hereby authorized to execute the agreement, in substantially the form attached hereto as Exhibit "A," on behalf of the town.

**Section 4.**     **Effective Date.** This resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest N. Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_

**THIRD PARTY ADMINISTRATION AGREEMENT  
BETWEEN  
THE TOWN OF CUTLER BAY AND YGRENE FLORIDA ENERGY FUND LLC**

**THIS AGREEMENT** (the “Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011 (the “Effective Date”), by and between the Town of Cutler Bay (hereinafter, the "Town") and Ygrene Florida Energy Fund, LLC, a Florida limited liability company with principal offices in Tampa, Florida (hereinafter “Ygrene” or “Administrator”).

**WHEREAS**, section 163.08, Florida Statutes, (the “PACE Act”) provides and allows for providing funding and financing for certain clean energy, renewable energy and wind resistant qualifying improvements and associated programs by local governments (“PACE program”); and

**WHEREAS**, Administrator has proposed to develop and desires to implement and administer programs providing planning, development, financing, marketing, and management for efficient, effective and voluntary PACE programs; and

**WHEREAS**, Town will partner with one or more other local governments to create a separate legal entity under section 163.01(7)(g), Florida Statutes, (the “District”) for purposes of offering a PACE program to constituents of the member governments thereof; and

**WHEREAS**, the Town and Administrator are prepared to enter into this Agreement with the understanding that the Town will shortly create and establish the District with one or more other local governments by interlocal agreement and assign this Agreement to the District; and

**WHEREAS**, upon any assignment, all references to the Town herein shall be deemed to refer to and bind the District, unless the context clearly indicates otherwise.

**NOW, THEREFORE**, in consideration of the foregoing premises, which are hereby incorporated into this Agreement as integral parts hereof and not mere recitals hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrator and the Town agree as follows:

**1. Scope of Services.**

- 1.1 The Administrator shall undertake activities, furnish professional services, perform tasks, and provide deliverables (the “Services”) as the exclusive third party administrator of the PACE program for the District, generally as described in the Functions and Responsibilities for Green Corridor PACE District, attached hereto and made a part hereof as Exhibit “A” (the “Proposal”).
- 1.2 In the event the District wishes to expand or otherwise enhance the PACE program services provided by Administrator under the Agreement, and the Administrator determines that it is unable or unwilling to fulfill the requirements of the expanded services, then, the exclusivity provided in paragraph 1.1 above notwithstanding, the District may, without interference with Administrator’s rights and obligations under the

Agreement, engage other vendors for the sole purpose of providing the expanded services.

**2. Term/Commencement Date.**

- 2.1 On the Effective Date, the Administrator will commence implementation of those Services required to (i) assist in the formation of the District; (ii) assist in attracting sufficient District membership that the aggregate population of the District is 500,000 or more; and (iii) assist the District to complete successful bond validation for the District. The following shall be conditions precedent to the commencement of additional services by the Administrator: (i) formation of the District; (ii) an aggregate population of at least 500,000 in the District; and (iii) successful bond validation of the District program (the "Commencement Conditions"). Notwithstanding the foregoing, the Administrator, in its discretion, may agree, in writing, to less than an aggregate population of 500,000 within the District. In the event that the Administrator agrees, in writing, to less than an aggregate population of 500,000 within the District, number (ii) of the Commencement Conditions shall be considered satisfied.
- 2.2 The Administrator will commence provision of the remainder of the Services within ten calendar days following fulfillment of the Commencement Conditions (the "Commencement Date").
- 2.3 The Agreement shall remain in effect for five (5) years from the Commencement Date (the "Initial Term"), and shall automatically renew for successive five (5) year Terms, unless terminated as provided in Section 8 herein.
- 2.4 The Parties agree that time is of the essence and each party will cooperatively act to advance completion of the Commencement Conditions.

**3. Consideration.**

- 3.1 As consideration for entering into this agreement, and for its performance hereunder, Administrator shall be entitled to impose and collect fees and charges in accordance with the Proposal. Such consideration recognizes that Administrator will not receive or collect fees or charges from the District for its services.

**4. Sub consultants.**

- 4.1 The Administrator shall be responsible for all payments to any third party subcontractors, service providers or sub consultants that are reasonably related to this Agreement, and shall maintain responsibility for all work related to the Services.
- 4.2 The District acknowledges and agrees to the Administrator's use of the sub consultants submitted in response to the Town's Request for Proposals, authorized pursuant to Resolution 10-68. The District acknowledges that Administrator may also use and employ other vendors, underwriters, providers, consultants, advisors or counsel in the

development and administration of its work product and services over time. Whenever Administrator determines to use such other assistance, it shall notify the District and seek its prior approval in writing, provided, however, such approval shall not be unreasonably withheld. Failure by the District to respond to such requests of Administrator, in writing, within 30 business days of submittal, and delineate specific reasons for refusal, shall be deemed approval. This time frame may be extended by mutual agreement of the parties.

- 4.3 Nothing in this Agreement shall prevent Administrator from performing similar PACE program services in other jurisdictions, either within or outside the State of Florida.

## **5. District Responsibilities**

- 5.1 Upon acceptance of assignment of this Agreement from the Town, the District shall assume and undertake all of the obligations and responsibilities under the Agreement.
- 5.2 The District and its constituent local government members (“Members”) understand that the Florida law authorizing PACE programs reserves authority and responsibility for establishing the program and executing financing agreements with property owners to local government. Consequently, the District and/or the Members, as appropriate, shall timely take the following actions:
- a. Authorize and adopt resolutions and/or ordinances required to implement the program;
  - b. Adopt resolutions and approve documents authorizing the Administrator to commence legal proceedings on behalf of the District to validate program related obligations and to engage counsel for the purpose;
  - c. Within a reasonable time following submittal by Administrator, execute documents required by the PACE Act including, but not necessarily limited to, financing agreements;
  - d. Other actions required by the PACE Act and/or financing authorities to be performed by the governmental jurisdictions sponsoring the PACE program.

## **6. Administrator's Responsibilities**

- 6.1 The Administrator shall exercise the same degree of care, skill and diligence in the performance of the Services as that ordinarily provided by an administrator under similar circumstances. If, at any time during the term of this Agreement, it is determined that the Administrator's deliverables or services are incorrect, not properly rendered, defective, or fail to conform to the requirements of law, upon written notification on behalf of the District, the Administrator shall at Administrator's sole expense, immediately correct the work.
- 6.2 Administrator shall require contractors to exercise a high level of skill and integrity in the installation of PACE improvements in the District. To this end, participating contractors will be required to (i) insure that roof structures are adequate and

appropriate for installation of roof-mounted photovoltaic systems; (ii) comply with Administrator's guidelines for the removal and disposition of CFC's and other greenhouse gases; (iii) apply best commercially reasonable industry standards in the installation of all improvements financed under the program; and (iv) attend training programs designated by Administrator from time to time.

- 6.3 Administrator shall establish procedures that account for and accrue the carbon credits that result from projects financed under the District PACE program. The Administrator and the District shall equally split the ownership of carbon credits accounted for and accrued within the District. Therefore, for every 2 carbon credits accounted for and accrued within the District, the District will own one carbon credit and the Administrator will own the other carbon credit.
- 6.4 The Administrator hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services as an independent contractor.

**7. Disclosure/Conflict of Interest.**

- 7.1 So long as Administrator fulfills its obligations to provide the Services, District acknowledges and agrees that Administrator, its sub consultants or any other provider, vendor, consultant, underwriter, or third party used or employed by Administrator, is permitted, individually or collectively, to advance without conflict any other PACE program, or assist any other PACE program sponsor, and that there is and shall be no objection by the District to such actions.
- 7.2 The Administrator agrees that neither it nor its sub consultants shall represent any persons or entities in any action before the District.

**8. Termination.**

- 8.1 Following the Initial Term, either party may notify the other of its intent to terminate the Agreement. In such event, the Agreement will terminate on the second (2<sup>nd</sup>) anniversary of the termination notice, at which date Administrator shall cease providing the Services.
- 8.2 In the event the District terminates the Agreement under the provisions of paragraph 8.1 above, Administrator shall be entitled to continue to offer the Services during the transition period so long as (i) Administrator does not approve any projects, completion of which will extend beyond the termination date; (ii) Administrator provides for on-going management of assessments related to any projects completed under Administrator's auspices; (iii) Administrator continues to provide all of the Services in a professional manner in accordance with the Agreement; (iv) Administrator continues to work in good faith with the District to provide a smooth transition for either the termination of the program or transfer to another administrator.

- 8.3 The District and Administrator acknowledge and agree that, as of the Effective Date, the Commencement Conditions have not been satisfied. The Town and Administrator agree that time is of the essence and each party will diligently and cooperatively act to satisfy the Commencement Conditions and advance Administrator's delivery of the Services within the timeframes and sequences set forth herein. Should the Commencement Conditions not be satisfied within one year following the Effective Date, Administrator may, in its sole discretion, cancel the Agreement by written notice to the District, in which case it shall be null and void and of no further force or effect.
- 8.4 In the event that (i) conditions in U.S. financial markets, (ii) changes in PACE law, or (iii) changes in District's authority to provide assessment lien priority render PACE financing infeasible, Administrator may suspend the program for a period of up to six months. Should the Administrator determine at the conclusion of the suspension period that conditions do not warrant resumption of the program Administrator may request from the District an extension of the program suspension for an additional six months. The District may, at its option, grant the extension or cancel the Agreement.
- 8.5 A breach of this Agreement shall mean a material failure to comply with any of the provisions of this Agreement. If any party breaches any obligation herein, then, upon receipt of written notice by the non-breaching party, the breaching party shall, within 30 days after receiving written notice of such breach, proceed diligently and in good faith to take all commercially reasonable actions to cure such breach and shall continue to take all such actions until such breach is cured. Unless otherwise provided herein, the parties to this Agreement may proceed at law or in equity to enforce their rights under this Agreement.

**9. Nondiscrimination.**

- 9.1 During the term of this Agreement, Administrator shall not discriminate against any of its employees or applicants for employment, if any, because of their race, age, color, religion, sex, sexual orientation, national origin, marital status, physical or mental disability, or political affiliation and to abide by all Federal and State laws regarding nondiscrimination.

**10. Attorney's Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

**11. Indemnification.**

11.1 Administrator shall defend, indemnify, and hold harmless the District, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with Administrator's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Administrator and third parties made pursuant to this Agreement. In addition, the foregoing obligations shall expressly include all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in any way connected with the voluntary non-ad valorem assessments constituting a lien of equal dignity to taxes as authorized by the PACE Act. The obligations provided for in this paragraph shall exclude liability resulting from acts of, or failure to take action by, the District, its officers, agents and employees.

The District shall promptly notify the Administrator of any claim giving rise to a right to indemnity and shall fully cooperate with the Administrator in defense of such claims. So long as the Administrator has agreed that the District is entitled to indemnification, the Administrator shall have the right to control the defense of the claim, including, without limitation, the right to designate counsel and to select a single counsel to jointly represent the interests of the District and the Administrator (unless an actual present conflict would preclude joint representation) and including the right to control all negotiations, litigation, arbitration, settlements, compromises, and appeals of the claim. The District shall cooperate in defense of the claim and may, but is not required to, retain at its cost additional separate counsel to participate in or monitor the defense of the claim by Administrator.

11.2 Administrator shall indemnify the District and the Members from and against collection risk related to the bonds issued for PACE assessments in the District. In the event of a property tax default by the owner(s) of any property against which a District PACE assessment has been recorded, Administrator agrees to purchase the tax lien certificate.

11.3 Administrator agrees that the indemnification provisions provided for in Section 11.1 above shall extend to any Member of the District.

11.4 The provisions of this section shall survive termination of this Agreement.

## **12. Notices/Authorized Representatives.**

12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:

Steven J. Alexander, Town Manager  
Town of Cutler Bay  
10720 Caribbean Boulevard, Suite 105



Cutler Bay, Florida 33189

With a copy to: Mitchell Bierman, Esq., Town Attorney  
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.  
2525 Ponce de Leon Blvd.  
Coral Gables, Florida 33134

For the Administrator: Dan Schaefer  
Ygrene Florida Energy Fund, LLC  
400 N Tampa St # 2200  
Tampa, FL 33602

12.2 Either party may, by notice in writing given to the other, designate any further or different representatives or addresses to which subsequent notices, certificates or other communications shall be sent. Any notice shall be deemed given on the date such notice is delivered by hand (or confirmed electronic facsimile transmission) or three (3) days after the date mailed.

12.3 Each party shall be entitled to reasonably rely upon direction or communication received from the above designated representatives or any successor or additional designees.

**13. Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be exclusively in the proper court in Miami-Dade County, Florida.

**14. Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14.3 Administrator represents that it is authorized to do business in the State of Florida. The execution, delivery and performance of this Agreement by Administrator has been duly authorized, and this Agreement is binding on Administrator and enforceable against Administrator in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

**15. Ownership and Access to Records and Audits.**

- 15.1 The parties acknowledge that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate directly to PACE District program Services and are conceived, developed or made by Administrator or District, directly for the PACE District program during the term of this Agreement, are deemed to be within the public domain, and subsequently may be used by each party without warranty of any kind.
- 15.2 All records, books, documents, maps, data, deliverables, papers and financial information associated with the District PACE program to be administered by Administrator (the "Records") are public records and shall be available to be inspected and copied by the District. In the event of public record requests, all such requests shall be administered and handled by the District as the custodian.
- 15.3 The District, by its designee, shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any of the Records.
- 15.4 After notice and reasonable opportunity to cure, the District may cancel and terminate this Agreement for refusal by the Administrator to comply with the requirements of Chapter 119, Florida Statutes (Public Records).

**16. Assignment.**

- 16.1 The parties agree that this Agreement shall be assigned to the District upon the Town and one other local government joining the District. This Agreement shall not be assignable by Administrator unless such assignment is first approved, in writing, by the District, or its duly authorized representative, which approval shall not be unreasonably withheld.

**17. Severability.**

- 17.1 In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The parties shall endeavor in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provision.

**18. Independent Contractor.**

- 18.1 The Administrator shall be and remain an independent contractor and not an employee, partner, agent, joint venture or principal of District with respect to all of the acts and services performed by and under the terms of this Agreement. Accordingly, neither party shall have any authority to represent or bind the other. Further, Administrator shall not be entitled to the rights and benefits afforded to District's employees, including, but not limited to, disability or unemployment insurance, workers' compensation, medical or disability insurance, vacation or sick leave or any other

employment benefit. Administrator shall file all tax returns and reports required to be filed by Administrator on the basis that Administrator is an independent contractor, rather than an employee, and Administrator shall indemnify the District for the amount of any employment taxes required to be paid by the District as the result of not withholding employment taxes from the compensation under this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

**19. Compliance with Laws.**

19.1 The Administrator shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement.

**20. Waiver**

20.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

**21. Survival of Provisions**

21.1 Any terms or conditions of this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

**22. Prohibition of Contingency Fees.**

22.1 The Administrator warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Administrator, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Administrator, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement, except its attorneys, accountants and consultants.

**23. Public Entity Crimes Affidavit**

23.1 Administrator shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

**24. Insurance.**

- 24.1 Administrator shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the District against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the District, its officials, employees, agents and volunteers. Any insurance maintained by the District shall be in excess of the Administrator's insurance and shall not contribute to the Administrator's insurance. The insurance coverage shall include a minimum of the amounts set forth in this Section.
- 24.2 Comprehensive Automobile and Vehicle Liability Insurance This insurance shall be written in comprehensive form and shall protect the Administrator and the District against claims for injuries to members of the public and/or damages to property of others arising from the Administrator's use of motor vehicles. The limit of liability shall not be less than \$500,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 24.3 General Liability Insurance This insurance shall be written in comprehensive form and shall protect the Administrator and the District against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Administrator or any of its agents, employees, consultants, business partners or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- 24.4 Certificate of Insurance Administrator shall provide the District with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the type of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The District reserves the right to require the Administrator to provide a certified copy of such policies, upon written request by the District. If a policy is due to expire prior to the completion of the term of this Agreement, renewal Certificates of Insurance or policies shall be furnished thirty(30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days written notice shall be provided to the District before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the District.
- 24.5 Additional Insured The District is to be specifically included as an Additional Insured for the liability of the District resulting from operations performed by or on behalf of Administrator in performance of this Agreement. Administrator's insurance, including that applicable to the District as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the District shall be in excess of and shall not contribute to Administrator's insurance.

24.6 Deductibles All deductibles or self-insured retentions must be declared to and be approved by the District or its duly authorized representative. The Administrator shall be responsible for the payment of any deductible or self-insured retention in the event of any claim.

**25. Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

**26. Miscellaneous**

26.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Proposal, the terms of this Agreement shall govern.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement on the day and date first above written.

**TOWN:**  
TOWN OF CUTLER BAY

**ADMINISTRATOR:**  
YGRENE FLORIDA ENERGY FUND, LLC.

By: \_\_\_\_\_  
Steven J. Alexander, Town Manager

By: \_\_\_\_\_  
Dennis R. Hunter, Manager

Attest: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Dan M. Schaefer, Manager

Approved as to Form and Legal Sufficiency:

By: \_\_\_\_\_  
Town Attorney

## **EXHIBIT A THE PROPOSAL**

### **Functions and Responsibilities for Green Corridor Property Assessment Clean Energy (PACE) District (the “District”)**

Ygrene proposes, in cooperation with Town and/or District to provide PACE administration and financing services to the District in accordance with the following:

#### **I. TASK LIST**

##### **Task 1: Design Localization**

###### **Task 1.1: PACE Enabling Ordinance via District Interlocal Agreement**

The first required action item is a procedural ordinance and/or authorizing resolution. Consistent with the Florida law and Section 163.08, Florida Statutes (the “PACE ACT”), Ygrene and its qualified Counsel (“Counsel”) will provide a comprehensive set of documents that include, by way of example, the following components:

- A determination that the establishment of the program would be in the public interest as required by the law.
- A statement indicating that the jurisdiction proposes to make voluntary contractual non-ad valorem assessment (“PACE Assessment”) financing available to property owners.
- An identification of the types of renewable energy sources, wind resistance and energy efficiency improvements (“Qualifying Improvements”) that may be financed.
- A description of the boundaries (including a map) of the area within which contractual assessments may be offered.
- A description of the proposed financing program.
- Designation of a date, time and place for the public hearing on the matter, if required.
- A statement of assessment underwriting standards that is consistent with HB7179, reflects the legitimate concerns of mortgage lenders and cognizance of the secondary mortgage market, is designed to ensure appropriate capital markets participation, and forms the basis for Florida to demonstrate a PACE financing program that provides a model for use in other states.
- Consultation with the appropriate county officials to ensure arrangements for placing the assessments on the tax roll and all the necessary documentation.
- Under the direction of Willdan Financial Services, Barclays Capital and Counsel, development of standard or uniform protocols to create and maintain non-ad valorem assessment rolls, and transfer proceeds to cover debt service and associated program costs.

###### **Task 1.2: PACE Report**

Pursuant to adoption of a procedural ordinance and/or authorizing resolution for the District, Ygrene will provide a Report that will contain matters sufficient to fulfill legal requirements including:

- **Program Jurisdiction:** Description, map or diagram indicating the boundaries where PACE assessments can be legally offered.

- **Draft Financing Agreement:** A draft form of financing agreement consistent with the PACE Act and anticipated market acceptance specifying the terms and conditions for a property owner to fund and finance Qualifying Improvements. The final form of financing agreement will be subject to approval and execution by appropriate District officials and Counsel.
- **Policy Statement:** Please reference Task 1.3 for a detailed account of what this task entails.
- **District's PACE Finance Plan:** A description of the funding source(s) to be offered through the District for work financed by the voluntary non-ad valorem assessment under the program. Ygrene will rely on Counsel for legal analysis and advice as to the best means and methods to achieve program validity and address legal matters related to the assessments and the bonds to be issued. The Finance Plan may delineate amounts to be advanced based on funds available to the local government from any source, and may include the issuance or sale of bonds, obligations, or other financing arrangements. The Finance Plan shall include a method for determining the interest rate and time period during which affected property owners would pay any assessment. The Finance Plan will provide for the establishment of any necessary reserve fund or funds, and will provide for the apportionment of all or any portion of the costs incidental to financing, administration, and collection of the assessments among the consenting property owners and other matters necessary to attract funding and financing.
- **Payment Schedules:** Based upon information provided by the District, Ygrene will create and provide payment schedules, to both the District and affected property owners, that identify the amount and timing of payments to be made during the agreed upon term of the assessments based upon the program interest rate. This schedule will be the basis for the assessment installments that will be submitted annually to the appropriate county tax collector for inclusion on property tax bills.
- **Assessment Applicant Criteria for the Approval/Denial Process:** Applicant qualification requirements will be determined based upon the State Law and underwriting guidelines.
- **County Tax Roll Results Report:** Ygrene will prepare and periodically update a report on the results of consultations with appropriate county officials concerning arrangements and additional fees, if any, to be charged for placing the PACE assessments on the property tax bills.

### **Task 1.3: PACE Policy Statement**

Ygrene and Counsel will provide the District with draft policies for use in contractual assessments between the District and property owners for financing of Qualifying Improvements. These policies will be a requirement of the program and must be adopted by the District to be effective. The policy statement will include, but is not limited to, the following:

**Authorized Officials:** The governing body of the District will identify and delegate power to the local official(s), or designee(s), who are authorized to enter into financing agreements with participating property owners. Procedures shall provide, among other requirements, for timely execution of financing agreements.

**Project Identification:** Ygrene will identify the types of properties authorized to be included in the program, i.e. residential, commercial/industrial. Ygrene will provide and propose a comprehensive list of Qualifying Improvements that may be financed through the program.

**Method for Prioritizing Property Owner Requests:** Unless otherwise directed by the District and subject to financial underwriting guidelines, Ygrene will process and prioritize property owner requests for participation in the program on a first-come, first-served basis, without regard to size of project or type of property.

**Program Timelines:** Ygrene will specify various program timelines, including deadlines for setting up the District program. Additionally, Ygrene will set performance goals for such program components as application processing, approval notification, assessment processing, project funding and other customer service related guidelines.

**Task 1.4: Program Forms**

Ygrene will provide a portfolio of program forms (bi-lingual) to be used by residents who wish to participate in the program. These forms will also be provided on the District's website, and may include:

- PACE Frequently Asked Questions (FAQ)
- Schedule of Fees
- List of Qualifying Improvements
- Assessment Underwriting Terms
- Application & Documentation Checklist
- Application Form
- Financing Agreement
- Truth-In-Lending Form
- FHFA/FNMA/FMAC PACE Status Disclosure Form
- Lender Notification (Residential Properties)
- Lender Notification and Acknowledgement (Commercial and Industrial Properties)
- Project Bid and Contract Form
- Funding Request Checklist
- Utility Authorization Form
- Closing Checklist

**Task 1.5: PACE Presentation to District Directors (from 1.2)**

Once the program elements are completed and approved by the District, Ygrene will assist staff in presenting such information and materials to the District board, will prepare and suggest the related staff report, and participate in the required public hearing.

**Task 1.6: Update and Amend PACE Report**

As necessary, in a manner consistent with the PACE Act, and as directed following the public hearing, Ygrene will make requested changes and/or amendments to program elements.

**TASK 2: Marketing**

**Task 2.1: Establish a Community Outreach and Participation Plan**

Ygrene will implement the four-step marketing plan for the District:

- Step 1:** Contractor Certification: Ygrene will train and certify contractors as a prerequisite to their participation in the program. The certification approach utilizes State standards, nationally recognized programs and systems training. Ygrene's training program emphasizes customer service, market outreach, technical expertise and professionalism.
- Step 2:** Property Segmentation: Based on data analysis and statistical modeling, Ygrene can segment District properties into groups based on age, geographic location, assessed value and other attributes. This provides the basis for a District outreach program for each group of properties that utilizes the internet, local media and local canvassing with a targeted message.
- Step 3:** Localized District Website Portal: Ygrene's WebTool provides options that allow the District to localize the user experience and to establish a message that is consistent with



local political and economic development objectives. Ygrene works with staff prior to setting up and launching the localized Site.

**Step 4:** Outreach/Energy Centers: Ygrene will open an Outreach/Energy Center that will serve the program needs in the District for education, outreach, customer service, contractor liaison and information resources. Here, property owners can get their questions answered and obtain the necessary forms to apply for the program. District residents can learn how to save energy and money. Contractors can take classes to help them improve their service and increase their businesses. The Outreach/Energy Center will be designed, furnished and staffed by Ygrene to meet the specific needs of the PACE program in the District.

#### **Task 2.2: Website Development**

Ygrene will deliver a localized web portal for the District. The WebTool is designed to be localized, yet still provide national and statewide standardization necessary to ensure uniform legal and financial underwriting. The website components and services may include some of the following components:

**Video on PACE:** A short, educational video on how PACE works

**Frequently Asked Questions (FAQ) Page** (regularly updated)

**Assessment Calculator:** A computerized tool that allows interested residents to input their desired project and determine both the annual assessment payments and the expected energy savings. By modeling different project components, property owners can determine an optimum retrofit and renewable energy profile for their property.

**Estimate:** A computerized tool that allows interested property owners, by entering basic information about their property, to determine the amount of financing they can qualify for under the program.

**Project Application:** Everything necessary to apply for financing under the program.

**Qualifying Improvements:** A description of the project components a property owner can select under the program.

**Program Forms:** All program forms are available through the website. They can be completed electronically, or printed and filled out manually. Forms and personal assistance are also available at the Outreach/Energy Center.

**Authorized Contractor Bid Request:** This on-line tool provides real time information about contractor qualifications, the jobs they are supervising and resources for contacting them and soliciting bids.

**Project Evaluation:** Property owners can report their program experiences with respect to project results, contractor performance, and Administrator performance. Ygrene also provides real-time data for District analysis of jobs, energy and greenhouse gas impacts from the program.

**Contact Information:** Lists phone number(s) and email address(es) for all program personnel and for qualified contractors.

**Contractor Communication and Coordination:** An online tool that allows contractors to monitor current projects and those in the pipeline.

**Contractor Information:** An Outreach/Energy Center resource that provides quick access to specialty subcontractors, when needed; and updates contractors on new tools, training, equipment and developments in the field.

**Documents:** A comprehensive document management system that allows password protected access to all program and project documents, at any time, by both Ygrene personnel and authorized District representatives.

### **TASK 3: Contractor Certification and Training**

Based on State or other licensing requirements, Ygrene registers and authorizes all participating contractors. Ygrene provides and requires both direct and indirect training to ensure that program participants are professional, knowledgeable and qualified to undertake PACE projects. In addition, Ygrene will provide oversight, evaluations and conflict resolution. This software includes the following capabilities:

- Enables all licensed building contractors to register and participate in the program.
- Provides a platform where contractors are able to:
  - Manage the project submission and approval process
  - Track the progress of payments due under their contracts
- Provides a set of standards to calculate the SIR through audit and bid tools.
- Acquires historic energy usage for each property and quantifies energy use reductions once project improvements are completed.
- Provides immediate access to a wide range of data and reports related to the operation, status and success of the overall program.

### **TASK 4: Administration**

The PACE administration function includes processing applications, providing customer service and administration, management of assessments and payments, recruitment, training and oversight of the contractors who perform approved energy efficiency, renewable energy and wind resistance work.

#### **Task 4.1: Property Owner Applications**

Ygrene will evaluate applications and process them on a first-come, first-served basis. Ygrene will use an electronic system that will track submitted applications, monitor the status of those applications and verify that assessments, once processed and approved, meet policy guidelines. Ygrene will also timely communicate pre-approval, approval, or denial notifications to applicants.

#### **Task 4.2: Qualifying Project and Authorized Contractor Selection**

Once an application has been submitted, the property owner will coordinate with their contractor of choice to select items from the Qualifying Improvements list that they are interested in installing. Since the District program requires compliance with the list of Qualifying Improvements, Ygrene's software tools limit funded projects only to Qualifying Improvements authorized by the District. At all steps in the process, personal assistance is available to property owners, at the Outreach/Energy Center, on the phone or via email, to complete applications and select a contractor.

#### **Task 4.3: Energy Savings Calculations – Audit**

Contractors will be equipped with audit tools in order to establish that the Savings to Investment Ratio (SIR) of the proposed project is greater than one. Quantifiable energy reductions may, in some circumstances, result in eligibility for increased assessment allocations for projects.

#### **Task 4.4: Owner Bid Approval**

Following project submittal, Ygrene will monitor project status throughout the bid acceptance process. Once the property owner accepts a project bid, Ygrene prepares and submits the financing agreement.

#### **Task 4.5: Assessment Processing**

Once submitted for funding approval and assessment documentation, the project status will be updated electronically and Ygrene will authorize the property owner and the contractor to obtain permits and commence construction.

**Task 4.6: Utility Rebate Processing**

As part of the processing, contractors can review each project and verify whether proposed measures may qualify for utility or other incentives. Ygrene will develop a “utility rebate” guide to assist property owners during the process of choosing qualified measures. If the PACE Assessment is for a measure that qualifies for an incentive/rebate, the applicant will be made aware of the options.

**Task 4.7: Final Approval**

Upon project completion, contractors will be required to obtain a final inspection from the building department that issued the building permits. Following notification of receipt of the final inspection, and verification that all liens have been released, the Property owner will approve the project and submit for payment and recording of the financing assessment.

**Task 4.8: Record Notices of Assessment for Specific Properties**

Ygrene will coordinate the timely recording of each financing agreement as required by the PACE Act.

**Task 4.9: Program Status and Reporting**

Ygrene’s WEB tool allows on-demand status and program data updates to the District and other authorized persons on a real time basis. Available information includes:

- Website Analytics
- Number of calls to 800#
- Number of assessment applications requested
- Number of assessment applications filled out/turned in
- Number of assessment applications processed
- Number of assessment applications approved
- Program funding levels and total fund status
- Authorized Contractors and Certification Levels
- Final Inspections
- Energy saved through completed projects
- Greenhouse Gas reductions achieved through completed
- Estimated job creation impact of completed projects

**Task 4.10: Property Owner Services in the District**

Ygrene will provide dedicated customer service appropriate to property types (residential and/or commercial/industrial):

- Dedicated toll-free property owner information line
- Outreach/Energy Center open to public
- Collateral materials
- On-line WebTool to monitor projects and assist completion
- Dedicated property owner service representatives fluent in English and Spanish;
- Reporting on owner satisfaction

## **TASK 5: Support**

Ygrene's provides ongoing customer service and support, even after projects are completed.

### **Task 5.1: Website Development and Management**

Ygrene has developed an overall web architecture, WebTool and database and is dedicated to continuing to improve and expand its capability. Ygrene will provide all website maintenance, technical support and updates for ongoing PACE programs.

### **Task 5.2: Ongoing Assessment Tracking and Management**

Through Willdan Financial Services, Ygrene will coordinate ongoing management and verification of assessments throughout the amortization term of the financing.

### **Task 5.3: Provide Certification, Training and On-going Support for Contractors**

Ygrene will maintain an updated database of contractors and make training and education programs available within the District to ensure high quality, effective installation of improvements, to share best practices, and to provide a pathway for skill upgrades.

### **Task 5.4: District Staff and Property Owner Support**

Provide password protected, on-line access to real-time project data for properly authorized District staff. Provide in-person, telephone and email access to information regarding assessments and annual installments for property owners and program participants.

### **Task 5.5: Status Meetings and Coordination**

Ygrene will participate in and/or attend appropriate District Board and advisory committee meetings and provide access to an administrative system that provides reports and status on the program's operations for each District participant.

## **II. CREATION AND COLLECTION OF NON-AD VALOREM PACE ASSESSMENTS IN FLORIDA**

Ygrene sub-contractor, Willdan Financial Services ("Willdan"), in consultation with Counsel, will manage the legal and procedural considerations for placing PACE assessments on county property tax rolls. Highly experienced service providers to cities and counties in several states, Willdan and Counsel have the expertise and credentials to oversee this important PACE task on behalf of Ygrene and the District.

## **III. PROGRAM TIMELINES**

Upon execution of the TPA agreement, Ygrene will provide a timeline for estimated completion of the Task List. Actual dates for commencement and completion will be based upon District and Counsel schedules and agreements among the Parties.

## **IV. QUALIFYING IMPROVEMENTS**

The following list represents improvements that will be Qualifying Improvements under the District PACE Program. Additional and/or alternative measures may be approved on a case-by-case basis and/or as the list is modified from time to time in compliance with State Law or instructions from the District.

## **1. Energy Efficiency**

- a. Air Sealing and Ventilation
  - Air Filtration
  - Building Envelope
  - Duct Leakage and Sealing
  - Bathroom, ceiling, attic, and whole house fans
- b. Insulation
  - Defect Correction
  - Attic, floor, walls, roof, ducts
- c. Weather- Stripping
- d. Home Sealing
- e. Geothermal Exchange Heat Pumps
- f. HVAC Systems
- g. Evaporative Coolers
  - Cooler must have a separate ducting system from air conditioning and heating ducting system
- h. Natural gas storage water heater
  - Energy Star listed
- i. Tankless water heater
- j. Solar water heater system
- k. Reflective insulation or radiant barriers
- l. Cool roof
- m. Windows and glass doors
  - U value of 0.40 or less and solar heat gain coefficient of 0.40 or less
- n. Window filming
- o. Skylights
- p. Solar tubes
- q. Additional building openings to provide additional natural light
- r. Lighting
  - Energy Star listed (no bulb, only retrofits)
- s. Pool equipment
  - Pool circulating pumps

## **2. Other Non - residential Building Measures**

The following measures are allowed for commercial and non- residential buildings, in addition to all applicable energy efficiency measures listed above:

- a. Occupancy- Sensor Lighting Fixtures
  - SMART Parking Lot Bi- Level Fixture
  - SMART Parking Garage Bi- Level Fixtures
  - SMART Pathway Lighting

- SMART Wall Pack Fixtures
- b. Task Ambient Office Lighting
- c. Classroom Lighting
- d. Refrigerator Case LED Lighting with Occupancy Sensors
- e. Wireless, daylight lighting controls
- f. Kitchen Exhaust Variable Air Volume Controls
- g. Wireless HVAC Controls & Fault Detection

### **3. Solar Equipment**

District funding will be available for photovoltaic and solar thermal equipment. As with efficiency measures, if a rebate is available to the property owner, that amount must be deducted from the financing requested. Eligible solar equipment for both residential and commercial properties includes:

- a. Solar thermal hot water systems
- b. Solar thermal systems for pool heating
- c. Photovoltaic systems (electricity)
- d. Emerging technologies – following the Custom Measures Track

### **4. Wind Resistance Measures**

Wind hardening measures can be deployed through this Program. The measures described qualify.

- a. Improving the strength of the roof deck and foundation attachment
- b. Creating a secondary water barrier to prevent water intrusion.
- c. Installing wind-resistant shingles or other roofing.
- d. Installing gable-end bracing.
- e. Reinforcing roof-to-wall connections.
- f. Installing storm shutters.
- g. Installing perimeter-opening protections.
- h. Raising building elevations.

### **5. Custom Measures**

The Custom Measures Track is a process by which [Program Name] staff can evaluate and approve funding for projects that are not “off the shelf” improvements listed in the Qualifying measures. These custom projects may involve large scale industrial or commercial energy efficiency improvements; processing or industrial mechanical systems; and renewable energy generation from sources such as geothermal and fuel cells. The following are examples of custom measures that will be considered for [Program Name] funding:

### **6. Custom Energy Efficiency Measures**

- a. Building energy management controls
- b. HVAC duct zoning control systems
- c. Irrigation pumps and controls
- d. Lighting controls

- e. Industrial and process equipment motors and controls

## **7. Custom Energy Generation Measures**

- a. Fuel Cells
- b. Wind turbine power system
- c. Natural gas
- d. Hydrogen fuel
- e. Other fuel sources (emerging technologies)
- f. Co- generation (heat and energy)

## **V. DISTRICT UNDERWRITING TERMS**

Following is a draft of the underwriting terms and disclosure for the District PACE program. In consultation with Counsel, Ygrene will develop the final form of this document that will be signed by all participants as a requirement of the program.

In order to apply for financing (“financing” or “funding”) under the District PACE Program (the “Program”) the property owner (the “Property Owner”) must read and accept these District PACE Program Terms (the “Program Terms”).

These Program Terms, along with the documents property owners execute in connection with the Program, including but not limited to the Application, Assessment Agreement, Notice of Assessment, Project Contract, and Escrow Instructions - Project Approval described in “Funding” below (collectively the “Program Documents”), establish the terms of the District PACE Program. Property owners should become familiar with and understand the provisions of the Program Documents. By executing the Program Documents, the property owner agrees to all of the terms of the Program. The District reserves the right to amend these Program Terms from time to time as described in “Changes to the Program Terms; Severability” below.

### **1. Purpose of the Program**

The Program is intended to assist property owners in the District in financing the acquisition and installation of energy efficiency, wind resistance and renewable energy improvements (the “Qualifying Improvements”). With the assistance of Counsel, the District will authorize bonds to provide the source of financing for the Program. The bonds and the costs of administering the Program will be paid through special assessments added to the property tax bills paid by the property owners who choose to participate in the Program. There may be other types of financing available to property owners and the District does not guarantee that the Program is the best financing option. Property owners should obtain help in selecting the option that is most appropriate for their particular situation.

### **2. Summary of the Program Process**

As discussed in more detail below, in order to receive funding from the Program, property owners must complete the following steps for all property types:

- a. Determine that they meet the eligibility requirements. (see “Eligibility” below).
- b. Apply online or submit a paper application for the Program. (see “Application; Approval or Denial; Application Fee” below).
- c. Agree to these Program Terms and pay an application fee as part of the application process.

- d. Notify any and all lenders holding a security lien of their intent to place a senior lien on the property and, in the case of multi-family residential property of more than four units and/or non-residential property, secure the lender(s) agreement to do so.
- e. The Administrator must approve the completed application. (see “Application; Approval or Denial; Application Fee” below).
- f. A Certified Contractor must submit a bid for the installation of Qualifying Improvements on the property. (see “Qualifying Improvements; Certified Contractors; Maximum Funding” below).
- g. The District will record a Notice of Special Tax Lien against the property at the time of project approval.
- h. The District will authorize the release of funds to the property owner after project completion. Property owners may choose to assign payment directly to their contractor. (see “Funding Request” below).
- i. Be expected to pay the special assessments in the amounts and at the times specified in the Funding Approval. (see “Financing Cost; Interest Rate; Special Assessments” below).

The District has contracted with Ygrene Energy Fund to administer the program (the “Administrator”). The District will share information with the Administrator and other third parties as necessary to administer the Program. See “Disclosure of Property Owner Information” below.

### **3. Eligibility**

The Program is available to all privately owned improved property. The financing terms and conditions set forth in these Program Terms are applicable to financings of \$250,000.00 or less for retrofit projects in residential and non-residential properties (including multifamily properties of more than 4 units). The financing terms and conditions set forth in these Program Terms are not necessarily applicable to projects of more than \$250,000.00. The District will establish the financing terms and conditions appropriate to larger projects at the time of financing approval. Low-income applicants are encouraged to apply and may qualify for assistance with the application fee or audit costs. In order to participate in the Program, a property owner must meet and/or complete the following requirements and steps:

- a. The property to be improved with the Qualifying Improvements (the “subject property”) must be located in the District.
- b. The subject property may be used for residential or non-residential purposes. If the subject property is used for residential purposes, the property owner is not required to occupy the subject property as a primary residence.
- c. The property owner must provide written notice of the proposed senior lien to any and all lenders with existing liens on the subject property. Property owners of a non-residential property (including residential property of more than four units) must obtain the written consent of existing lenders. The forms for these notifications (Lender Notification (Residential) and Lender Notification and Acknowledgement) are available on-line or from the Administrator and must be submitted to the Administrator prior to project approval.
- d. All holders of fee simple title to the subject property must sign the Program Documents. Therefore, before submitting an Application, property owners must ensure that all property owners will agree to participate in the Program on the terms set forth in these Program Terms.
- e. Property owners will be required to participate in appropriate federal, state and District incentive programs, to the extent the subject property and/or the project are eligible for such programs at the time of application.
- f. The property owner must agree to provide the Administrator with access to the property’s utility usage history and information to enable the Program to monitor energy savings. The Utility Authorization Form is available on-line or from the Administrator for this purpose.
- g. Property owners must be current in the payment of all obligations secured by the subject property, including loans, property taxes, assessments and tax liens; and have maintained currency for all



such obligations for the past 3 years (or since the current owner(s) took title to the subject property if less than 3 years). The Administrator may review public records and private credit histories, including County real property records, to verify compliance with this requirement. Certain allowances may be made for property tax payment delays that do not reflect financial distress. Cases of non-residential property owners who are currently appealing a property tax assessment will be reviewed and eligibility will be determined on a case-by-case basis.

- h. The value of the property, based on just value (or market value in cases where just value can be shown to unreasonably underestimate the property value), must be equal to or greater than the sum of (i) the total debt, including mortgages and equity lines of credit, secured by the property, (ii) the principal amount of any Program indebtedness attributable to the property, and (iii) the aggregate principal amount of any fixed assessment liens on the property.
- i. The aggregate principal amount of the Program funding attributable to the property cannot exceed 20% of the value of the property (based on just value, appraised value, or market value calculated according to a method identified by the Administrator).
- j. It is critical to the health of the Program that property owners pay their special assessments and other property-related obligations in full on a timely basis. Consequently, the District reserves the right, in its sole discretion, to request supplemental information from owners and to deny applications based on any negative reports.

#### **4. Initial Application; Approval or Denial; Application Fee.**

All property owners interested in applying to the Program must submit the Initial Application Documents listed below along with a \$50 application fee (applications submitted on behalf of property owners by approved contractors, multi-family residential properties of more than four units and commercial/industrial projects are exempt from application fees). At the time of application, property owners must agree to the Program Terms. Project applications for larger financing amounts or building types not covered by these Program Terms will receive an administrative point of contact from the Administrator, who will assist in the process.

- a. Initial Application Documents
  - i. Application Form, either submitted online or printed and signed
  - ii. Lender notification
    - For residential properties of 4 units or less, proof of mailing of the Residential Lender Notification form.
    - For residential properties with more than 4 units and for non-residential properties, properly executed Lender Notification and Acknowledgement form from existing lender(s).
- b. Upon receipt of the Application documents and underwriting by the Administrator, applicants will receive either a Notice of Approval or a Notice of Denial.
- c. Upon receipt of a Notice of Approval, applicants must obtain Residential Lender Notification forms or Lender Notification and Acknowledgement forms, available either on-line or from the Administrator, and submit them to their lender(s). Property owners will be required to provide to the Administrator with Proof of Mailing for Lender Notification and Acknowledgement forms.
- d. Upon receipt of a Notice of Approval, applicants can proceed to submit their proposed project for approval (See "Project Approval" below).
- e. Should an application be denied, the notice will include recommend remedial action that may be available to the applicant.

#### **5. Qualifying Improvements; Certified Contractors; Maximum Funding.**

The following general provisions apply to all projects submitted for funding under the Program:

- a. Program financing may only be used to finance those improvements that are described in the list of Qualifying Improvements. Property owners are responsible to ensure that improvements

installed on their property qualify under the program. Contractor/installer agreements will be required to address performance and other system-related issues to assist property owners.

- b. The Program is a financing program only. Neither the District nor the Administrator is responsible for installation of the Qualifying Improvements or their performance.
- c. The Qualifying Improvements must be installed by contractors who meet the eligibility criteria set forth for the specific category of work being financed, and who are listed on the Certified Contractors list that may be obtained on-line or from the Administrator. If property owners choose to work with a contractor that is either not a Certified Contractor or who fails to become a Certified Contractor, they will not be eligible for Program financing.
- d. For a proposed project to qualify for funding, the Certified Contractor must submit evidence that the project fulfills the requirement of providing a savings-to-investment ratio (SIR) of at least one. This means that the energy cost savings attributable to the installation of the Qualifying Improvements must equal the funded cost of those improvements over their useful life.
- e. Maximum Funding. The Program requires a minimum funding request of \$2,500. The Program will approve maximum funding requests in an amount equal to the lesser of (i) maximum amount allowed under FL law for the property or (ii) the final cost of installing the Qualifying Improvements (including allowable fees) less any federal, state, District and Utility rebates, plus the additional items identified in "Financing Cost; Interest Rate" below. The funding limits are per property per financing request. The Program will not provide financing for any costs in excess of the maximum amounts allowed under FL law. Participants are invited to submit projects that may exceed the basic ratio of cost vs. fair value, based upon the savings-to-investment ratio achieved by the Qualifying Improvements. Such projects may require alternative legal and financial processing.

## **6. Project Approval.**

Upon receipt of a Notice of Approval of a Program application and following notification and/or request for lender acknowledgement (approval), the property owner may select a contractor and proceed to apply for project funding. Following are the steps required to obtain authorization for funding under the Program:

- a. Select a contractor from the Certified Contractor List. This list is available on-line and/or from the Administrator. Applicants may wish to obtain bids and advice from more than one Certified Contractor.
- b. Work with Certified Contractor(s) to determine the scope and cost of your project, analyze its energy and savings and financial benefits to confirm a SIR of at least one, and verify that the proposed work qualifies for funding under the Program. Once Qualifying Improvements are selected, obtain a formal bid from one or more Certified Contractors.
- c. Following review of the project bid(s) select a Certified Contractor to complete the approval process with the Program Administrator. Even if the project requires using more than one Certified Contractor for various aspects of the work (i.e. – retrofit and solar), applicants must select a lead contractor to process the project.
- d. Upon review of the proposed project and the bid(s) submitted for the work, the Administrator will issue either a Project Approval Letter or a Project Denial Letter. This communication will be provided by email unless directed otherwise by the applicant.
- e. Once the project is approved, applicants will be required to execute the Assessment Agreement. This is the contract that authorizes the Administrator and the District to place the assessment on the property that will secure the project financing. The assessment must be in place prior to commencement of construction.
- f. Once the assessment is recorded, applicants will receive a Notice to Proceed. Upon receipt of this notice, applicants can sign construction contracts and authorize commencement of the project. If construction begins prior to receipt of a Notice to Proceed, applicants run the risk of not qualifying for Program funding.

- g. If the project is denied, the Project Denial Letter will outline remedial action that may be available to the applicant.

## **7. Funding**

- a. Once the Certified Contractor has completed installation of the Qualifying Improvements, property owners must submit a funding request and the project verification documents listed below in order to receive funding from the Program. The Administrator will review the funding request and the project verification documents, and produce final Program forms. The final Program forms will be transmitted via email, or by mail if so directed by the property owner. All required forms must be returned to the Administrator prior to funding. The project verification documents and final Program forms are listed below.
  - i. A final sign-off on the building permit for the project from the authorized building official in the appropriate District participating jurisdiction.
  - ii. Final invoices and lien releases from all Certified Contractors (including any sub-contractors) who worked on the project.
  - iii. An executed Project Approval signed and notarized by all property owners. By executing the Project Approval, owners annex their property to the Special Tax District, agree to pay the special assessments in specified amounts for the period specified in the Project Approval, consent to recordation of a Notice of Special Tax Lien against the subject property, and release the Administrator and the District from any liability associated with installation of the Qualifying Improvements or their performance.
  - iv. Utility Authorization to Release Information.
  - v. Assignment of Right to Receive Financing Proceeds form if the payment is to be assigned to someone other than the property owner.
  - vi. Settlement Statement
  - vii. Truth-in-Lending Disclosure Statement
  - viii. FHFA/FNMA/FMAC Status Disclosure Form
- b. If the documents listed above are not submitted to the Administrator within 7 calendar days after transmittal of the final Program forms, the funding request will expire. In that event, an updated funding request will be required. If the interest rate has changed between the date of the original funding request and any subsequent updated funding request, the interest rate will be reset (See “Financing Costs; Interest Rate below).
- c. Upon completion of a final project audit, the Administrator will make a final determination of eligibility of the project and calculation of the final assessment details. Upon acceptance by the property owner, the Administrator and the District will amend the recorded tax lien as appropriate and approve issuance of checks as directed by the property owner
- d. In the event a property owner cancels financing after submitting a request for funding, all expenses incurred by the Program for recording tax liens, preparing bond documents and removing tax liens will be the responsibility of the property owner.

## **8. Financing Costs; Interest Rate.**

- a. In order to receive funding, property owners agree to pay special assessments in an amount equal to (i) the principal amount received from the Program, (ii) interest on the principal amount received from the Program and (iii) initial and on-going administrative expenses. The District expects to levy special assessments on the owner’s property tax bill, although it may bill separately for the Program installments.
- b. Principal. This is the total of all financed project costs. These may include costs associated with implementing the project such as permits, audit expenses, application fees and capitalized interest (see “Capitalized Interest” below).
- c. Interest Rate. The rate of interest charged on the amount funded will be fixed for the full term of the assessment. The rate will be determined on the date of submission of a valid funding request.

Property owners can monitor interest rates on the Program website or by contacting the Administrator.

- d. Capitalized Interest. Because of administrative delays involved in placing the special tax assessments on County tax rolls, the payments may not appear on property tax bills in the first year. In this case the first tax year's tax installment may be added to the assessment. This will be itemized on the Settlement Statement.

#### **9. Repayment Terms; Special Assessments; Foreclosure Terms.**

- a. Repayment Terms. Following recordation of the Notice of Assessment, the property owner will be obligated to pay the special assessments specified in the Project Approval and the Notice of Assessment.
- b. Special Assessments and Foreclosure. A property owner must pay the taxes associated with the agreed-upon special assessment regardless of personal financial circumstances, the condition of the property, or the performance of the Qualifying Improvements. Property owners should not apply for financing if they are not certain they can meet the assessment obligations. The failure to pay property taxes in full or in part will result in financial repercussions including penalties, interest and possibly foreclosure. If property owners use an escrow account to pay their property taxes, they must notify the escrow company of the special tax payments. In such cases, property owners will need to increase monthly payments to the escrow account by an amount equivalent to the annual special assessments, divided by 12 months.

#### **10. Compliance with Existing Mortgages.**

Recordation of the Notice of Assessment will establish a continuing lien as security for the obligation to pay the special assessments. The lien securing the obligation to pay special assessments will be senior to all private liens, including existing mortgage(s). Many mortgage and loan documents limit the ability of a property owner to place senior liens upon property without the consent of the lender, or authorize the lender to obligate borrowers to prepay the senior obligation. Recently, the Federal Housing Finance Agency has issued policy guidelines that question the validity and assessment status of PACE assessments. Program participants should confirm with their lender(s) that participation in the Program does not adversely impact their rights with respect to any existing loan documents. For residential projects, the Program requires property owners to notify their lenders prior to a funding request, to provide the Administrator with a copy of the letter and proof of mailing and to certify that the lender has not objected to the property participating in the Program. For non-residential projects and residential properties containing more than 4 units, property owners must notify the lender and receive written consent for the priority assessment lien from the lender prior to submitting a funding request. The Administrator provides required forms for lender notification and consent, but ultimate responsibility for addressing issues with existing lenders remains with property owners.

#### **11. Transfer or Resale of the Subject Property.**

If Program participants sell their property prior to the end of the agreed-upon special tax period, the new owner will assume the special tax obligation. Ownership of any Qualifying Improvements on the subject property will transfer to the new owner at the close of escrow. Qualifying Improvements financed through the Program may not be removed from the property. Program participants agree to make all legally required disclosures regarding the existence of the special tax lien on the property in connection with any sale.

#### **12. Rebates and Taxes.**

Participation in this Program does not reduce rebates available through federal, state, utility sponsored and District rebate programs. More information on available programs can be found on-line or through Certified Contractors and other vendors. Participants should consult with their tax advisors with respect to the state and federal tax benefits and consequences of participating in the Program.

Neither the District nor the Administrator is responsible for the tax considerations of participating in the Program.

**13. Changes in State and Federal Law.**

The District's ability to continue to finance the Program is subject to a variety of state and federal laws. If those laws or the judicial interpretation thereof changes after a property owner applies for the Program, but before the District fulfills the funding request, the District may be unable to fulfill the request. In such event, the District shall have no liability as a result of any such change in law or judicial interpretation.

**14. Changes in Program Terms; Severability.**

The District reserves the right to change the Program Terms at any time without notice. However, no such change will affect a participant's obligation to pay special assessments as set forth in the Project Approval. Participation in the Program will be subject to the Program Terms in effect from time to time.

## **VI. FINANCIAL MODEL**

**1. Barclay's Capital:**

Ygrene and Barclay's Capital ("Barclays") have agreed that Barclays will provide interim (warehouse) financing and long term (bond) financing for the District program. Ygrene will form an affiliated corporation ("Ygrene Funding") to provide credit administration and underwriting services for this funding agreement. Besides providing assessment funding that will respond to virtually any level of demand, the Barclay's agreement finances the administrative, marketing, legal and other costs of operating PACE programs. Like other financing programs, PACE is subject to market forces and interest rate fluctuations that will require adjustments of rates and terms during operation of the Program to maintain viability.

**2. Operating Capital:**

Ygrene's initial target interest rate for property owners participating in the District program is 7.00% ("Program Interest Rate"). This is based on a current estimated cost of funds from Ygrene Funding of 6.50% (the estimated "Funding Rate"). This example results in an interest rate spread of one half of one percent (0.5%) to provide for the operating and administrative costs of the District program ("Operating Capital"). Ygrene uses the Operating Capital for program administration, marketing and program development, legal and bond counsel, District cost reimbursement, overhead and profit.

The actual Funding Rate is calculated as the on-the-run U.S. Treasury 10-year bond rate plus 3.25%. If the Funding Rate increases, the Program Interest Rate will increase by a like amount to provide adequate Operating Capital. Ygrene will endeavor to keep the Program Interest Rate as low as possible.

**3. Fee Schedule:**

In addition to the Operating Capital, Ygrene relies on Program fees to fund operations. This fee structure minimizes up-front costs for property owners.

Residential property fees:

<u>Fee Description</u>	<u>Amount</u>	<u>Collected</u>
Initial application:	\$ 50.00	with application
Processing & Underwriting:	\$ 125.00	at disbursement
Energy audit:	\$ 50.00	at disbursement
Jurisdiction cost recovery:	\$ 100.00	at disbursement
Recording & Disbursement:	\$ 95.00	at disbursement
Insurance:	TBD	TBD

Commercial/Industrial property fees:

<u>Fee Description</u>	<u>Amount</u>	<u>Collected</u>
Initial application:	Waived	N/A
Processing & Underwriting:	\$ 250.00	at disbursement
Energy Audit:	TBD	at disbursement
Jurisdiction cost recovery:	\$ 100.00	at disbursement
Recording & Disbursement:	\$ 250.00	at disbursement
Insurance:	TBD	TBD

This fee schedule is subject to change and must be approved by the District prior to the Commencement Date. Fees for energy audits are paid directly to contractors, are included in the project cost, and on commercial/industrial properties will be priced on a case-by-case basis. Insurance fees and methods of collection are under review and must be approved by the District prior to the Commencement Date. Of the fees listed, only the residential application fee is collected directly from property owners. The fee is waived when a Certified Contractor submits the application on a property owner's behalf. The remaining fees are paid through the assessment funding.

In the event either the District or its constituent members enacts fees or other charges that have the effect of increasing Administrator's costs for providing the Services, Administrator may increase the fee provided for in this schedule to offset the increased costs.

#### **4. Contractor Training & Administration:**

Funding for program operations is enhanced by a 3.0% Project Oversight fee charged to Certified Contractors to reimburse the Program for training, lead generation, marketing services, Energy Center meeting space and services, etc.

#### **5. Carbon Credits/Offsets**

Ygrene will aggregate and accumulate carbon credits that result from PACE projects financed through the Program. A possible future source of Program revenue could result from the development of a market for these credits.

## **VII. PROGRAM FORMS**

Following is a partial list of forms and documents that may be required for the establishment, operation, administration, financing and reporting for the District PACE Program. These forms are maintained through a document management program that allows ongoing, password-protected access for authorized District representatives. Forms will be added, edited and deleted as necessary for the operation of the District program.

Interlocal Agreement

Task List

Program Report

PACE Frequently Asked Questions

Schedule of Fees

List of Qualifying Improvements

Assessment Underwriting Terms

Application & Documentation Checklist

Application Form

Financing Agreement

Truth in Lending Form

FHFA/FNMA/FMAC PACE Status Disclosure Form

Lender Notification (Residential)

Lender Notification and Acknowledgement (Commercial & Industrial)

Project Bid & Contract Form

Funding Request Checklist

Utility Authorization Form

Closing Checklist

Utility Authorization Form

Closing Checklist

Notice of Assessment

Assessment Agreement

FL Assessment Underwriting Terms

Underwriting Policy

Project Submission Checklist

Project Approval Letter

Project Denial Letter

Notice to Proceed

Draw Request Form

Lien Release Form

Change Order Request Form

Final Building Permit Checklist

Assignment of Right to Receive Financing Proceeds

Wire Request Form

Escrow Instructions

Appraisal Report

Project Energy Savings Calculations & CO2e Reductions Form

SIR Report

TAB 7



## ORDINANCE NO. 11-

### AN ORDINANCE OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY, FLORIDA, AMENDING ORDINANCE 10-13 RELATING TO BURGLAR ALARM REGISTRATION; PROVIDING FOR A WARNING PERIOD, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Town Council of the Town of Cutler Bay (“Town”) currently requires residents and business owners to register their burglar alarm systems within the town; and

**WHEREAS**, on September 22, 2010, the town council enacted Ordinance 10-13 requiring the annual registration of the burglar alarm system and the annual registration fee and period; and

**WHEREAS**, the town council desires to amend the registration requirement in order to allow a thirty (30)-day written warning period prior to a violation of the Town Code of Ordinances; and

**WHEREAS**, the town council finds that this ordinance is in the best interest and welfare of the residents of the town.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CUTLER BAY AS FOLLOWS:**

**Section 1. Findings.** The foregoing “Whereas” clauses are hereby ratified and incorporated as the legislative intent of this ordinance.

**Section 2. Ordinance 10-13 Amended.** The Town Council of the Town of Cutler Bay hereby amends Ordinance 10-13 as follows<sup>1</sup>:

#### **Burglar Alarms.**

**(1) Purpose of regulations.** The purpose of this section is to place responsibility on the alarm user to prevent, by use of appropriate mechanical, electrical, or other means, false burglar alarms.

\*\*\*

**(4) Registration of alarm system and fee.**

**(a) *Registration of Burglar Alarm Systems.*** All Burglar Alarm Systems which operate at any premises located within the town shall be registered with the town by the alarm

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<sup>1</sup> Coding: underlined words are additions to existing text, ~~struck through~~ words are deletions from existing text, **shaded** text reflects changes made from First Reading.

user. The alarm user shall complete and submit to the town an annual registration for each burglar alarm system together with the appropriate fee. A new registration fee shall be necessary upon a change in the alarm user. Failure to register a burglar alarm system after receiving a thirty (30)-day written warning from the town shall constitute a violation of this ordinance.

**Section 3. Severability.** If any section, clause, sentence, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this ordinance.

**Section 4. Conflict.** All sections or parts of sections of the code of ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this ordinance are repealed to the extent of such conflict.

**Section 5. Inclusion in the Code.** It is the intention of the town council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the Town of Cutler Bay; that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intentions; and that the word "ordinance" shall be changed to "section" or other appropriate word.

**Section 6. Effective Date.** This ordinance shall be effective immediately upon adoption on second reading.

PASSED on first reading this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

PASSED AND ADOPTED on second reading this \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
EDWARD P. MACDOUGALL, Mayor

Attest:

\_\_\_\_\_  
ESTHER B. COULSON  
Town Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE TOWN OF CUTLER BAY:

\_\_\_\_\_  
WEISS SEROTA HELFMAN PASTORIZA  
COLE & BONISKE, P.L.  
Town Attorney

Moved By:  
Seconded By:

FINAL VOTE AT ADOPTION:

Mayor Edward P. MacDougall \_\_\_\_\_

Vice Mayor Ernest N. Sochin \_\_\_\_\_

Councilmember Peggy R. Bell \_\_\_\_\_

Councilmember Mary Ann Mixon \_\_\_\_\_

Councilmember Sue Ellen Loyzelle \_\_\_\_\_