

To: The Honorable Mayor and City Council
From: Aleem A. Ghany, P.E., City Manager 
Date: March 10, 2015
Re: Property Assessed Clean Energy Coastal (PACE) Program

RECOMMENDATION

It is recommended that the Mayor and City Council approve the attached resolution authorizing the creation of a Property Assessed Clean Energy Program and Joining the Clean Energy Coastal Corridor Program in accordance with Section 163.08, Florida Statutes.

BACKGROUND

In 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S), which allows local governments to create PACE programs in order to provide the upfront financing for energy conservation and efficiency, renewable energy, wind resistance, and other improvements that are not inconsistent with state law.

The PACE program supports Objective 1.10 of the City's Comprehensive Plan, which requires that the City encourage sustainable development throughout the City and implement green building requirements for development and redevelopment projects to reduce energy usage, landfill waste and emissions, create healthy indoor environment, conserve building materials and resources, and promote efficiency.

The district was established with 7 original cities that joined forces, which include Coral Gables, Miami, Miami Shores, South Miami, Palmetto Bay, Pinecrest, and Culter Bay. Ygrene was selected as the administrator of the programs, handling all education, marketing, training, community outreach, administration, reporting and financing. The district is a separate legal entity.

ATTACHMENTS

Resolution
Interlocal Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM (PACE) AND JOINING THE CLEAN ENERGY COASTAL CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION, AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.)(the “Bill”), which allows local governments to create Property Assessed Clean Energy (“PACE”) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the “Qualifying Improvements”); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership with the Clean Energy Coastal Corridor in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the widespread energy and economic benefits of PACE programs, the Mayor and City Council of the City of North Miami are desirous of joining the Clean Energy Coastal Corridor in order to provide the upfront financing to property owners for Qualifying Improvements and entering into an interlocal agreement (“Interlocal Agreement”) for the purpose of financing such improvements; and

WHEREAS, Objective 1.10 of the city of North Miami Comprehensive Plan requires that the City encourage sustainable development throughout the City and implement green building requirements for development and redevelopment projects to reduce energy usage, landfill waste and emissions, create a healthy indoor environment, conserve building materials and resources,

and promote water efficiency; and

WHEREAS, the Mayor and City Council of the City of North Miami find that this Resolution is in the best interest and welfare of the residents of North Miami.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

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

Section 2. **Creation of PACE Program.** The Mayor and City Council of the City of North Miami, Florida, hereby create a PACE Program pursuant to Section 163.08, Florida, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. **Adoption of Interlocal Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby approve the Interlocal Agreement pursuant to Section 163.01, Florida Statutes between the City of North Miami and the Clean Energy Coastal Corridor District, in substantially the attached form.

Section 4. **Authorization of City Manager.** The City Manager or designee is hereby authorized to execute the Interlocal Agreement.

Section 5. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this 10th day of March, 2015.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: COUNCILMAN SCOTT GALVIN

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm.D.
Vice Mayor Carol Keys, Esq.
Councilman Scott Galvin
Councilman Philippe Bien-Aime
Councilwoman Marie Erlande Steril, MSW

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

**INTERLOCAL AGREEMENT BETWEEN
THE CLEAN ENERGY COASTAL CORRIDOR
AND THE CITY OF NORTH MIAMI**

This Interlocal Agreement (the "Interlocal Agreement") is entered into this ___ day of _____, 2015 by and between the Clean Energy Coastal Corridor, a public body corporate and politic (the "Coastal Corridor"), and the City of North Miami, a Florida municipal corporation (Collectively, the "Parties") for the purpose of providing a PACE program within the City of North Miami.

RECITALS

WHEREAS, on September 20, 2013, the Coastal Corridor was created as a separate legal entity pursuant to Section 163.01(7), Florida Statutes, to finance qualifying improvements in accordance with Section 163.08, Florida Statutes; and

WHEREAS, on March 10, 2015, the City of North Miami adopted Resolution Number _____ agreeing to join the Coastal Corridor in order to finance qualifying improvements in the City of North Miami in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Interlocal Agreement is in the best interest and welfare of the property owners within the Coastal Corridor and City of North Miami.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.
2. Interlocal Agreement. Except as provided herein, the Parties agree that the City of North Miami shall be subject to all terms, covenants, and conditions of the Interlocal Agreement which is recorded in the Official Records of Miami-Dade County at Official Records Book 28831, Page 1114 and is attached hereto as "Exhibit A".
3. Voting Rights. The Parties agree that the City of North Miami shall be a nonvoting member of the Coastal Corridor for the term of this Interlocal Agreement. The City of North Miami shall appoint one board member to serve as the nonvoting member of the Coastal Corridor.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this ____ day of _____, 2015.

ATTEST:

CLEAN ENERGY COASTAL CORRIDOR

By: _____
District Secretary

By: _____
District Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Clean Energy Coastal Corridor
Attorney

ATTEST:

MUNICIPALITY

By: _____
City Clerk

By: _____
City Manager

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
City Attorney



CFN 20130751001
OR Bk 28831 Pgs 1114 - 1128 (15pgs)
RECORDED 09/20/2013 12:19:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

EXHIBIT "A"

**INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AND THE VILLAGE OF
BISCAYNE PARK AND OTHER MUNICIPALITIES TO JOIN THE CORRIDOR,**

This Interlocal Agreement is entered into between the Town of Bay Harbor Islands, Florida, a Florida municipal corporation, hereinafter referred to as "the Town;" and the Village of Biscayne Park, Florida, a Florida municipal corporation, hereinafter referred to as the "Coastal Corridor." (Collectively, the "Parties")

RECITALS

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969," authorizes local government units to enter into interlocal agreements for the mutual benefit of governmental units; and

WHEREAS, Section 163.01(7), Florida Statutes, allows for the creation of a "separate legal entity" constituted pursuant to the terms of the interlocal agreement to carry out the purposes of the interlocal agreement for the mutual benefit of the governmental units; and

WHEREAS, the Parties desire to enter into an interlocal agreement creating a separate legal entity entitled the Clean Energy Coastal Corridor, hereinafter referred to as the "Authority;" and

WHEREAS, Section 166.021, Florida Statutes, authorizes the Parties to exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Section 163.08, Florida Statutes, provides that a "local government," defined as a county, municipality, a dependent special district as defined in Section 189.403, Florida Statutes, or a separate legal entity created pursuant to Section 163.01(7), Florida Statutes may finance energy related "qualifying improvements" through voluntary assessments; and

WHEREAS, Section 163.08, Florida Statutes, provides that improved property that has been retrofitted with energy-related qualifying improvements receives the special benefit of alleviating the property's burden from energy consumption and assists in the fulfillment of the state's energy and hurricane mitigation policies; and

WHEREAS, Section 163.08(5), Florida Statutes, provides that local governments may enter into a partnership with one or more local governments for the purpose of providing and financing qualifying improvements; and

WHEREAS, the Parties to this Interlocal Agreement have expressed a desire to enter into this Interlocal Agreement in order to authorize the establishment of the Authority as a means of implementing and financing a qualifying improvements program within the Authority; and

WHEREAS, the Parties have determined that it is necessary and appropriate to create the Authority and to clarify various obligations for future cooperation between the Parties related to the financing of qualifying improvements within the Authority; and

WHEREAS, the Parties have determined that it shall serve the public interest to enter into this Interlocal Agreement to make the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage to provide for the financing of qualifying improvements within the Authority.

NOW, THEREFORE, in consideration of the terms and conditions, promises and covenants hereinafter set forth, the Parties agree as follows:

Section 1. Recitals Incorporated. The above recitals are true and correct and incorporated herein.

Section 2. Purpose. The purpose of this Interlocal Agreement is to consent to and authorize the creation of the Authority, pursuant to Section 163.08, Florida Statutes in order to facilitate the financing of qualifying improvements for property owners within the Authority. The Authority shall be a separate legal entity, pursuant to Section 163.01(7), Florida Statutes.

Section 3. Qualifying Improvements. The Authority shall allow the financing of qualifying improvements as defined in Section 163.08, Florida Statutes in addition to any other improvements or services not inconsistent with state law.

Section 4. Enabling Ordinance or Resolution. The Parties to this Interlocal Agreement agree to approve and keep in effect such resolutions and ordinances as may be necessary to approve, create and maintain the Authority. Said ordinances and resolutions shall include all of the provisions as provided for in Sections 163.01 and 163.08, Florida Statutes, for the creation of a partnership between local governments as a separate legal entity. The Authority shall be created upon the execution of this Interlocal Agreement by the Parties hereto and the adoption of an ordinance or resolution of support by the Parties establishing the Authority. Additional local governments may join in and enter into this Interlocal Agreement by approval of the Board (as defined in Section 6 below), execution of this Interlocal Agreement and adoption of an ordinance or resolution of support establishing the Authority.

Section 5. Authority Boundaries. The boundaries of the Authority shall be the legal boundaries of the local governments that are Parties to this Interlocal Agreement. As contemplated in this Interlocal Agreement, the Authority will levy voluntary assessments on the benefitted properties within the boundaries of the Authority to help finance the costs of qualifying improvements for those individual properties. Upon petition by the landowners of individual properties desiring to be benefitted, those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with the applicable law. Notwithstanding a Parties termination of participation within this Interlocal Agreement, those properties that have received financing for qualifying improvements shall continue to be a part of the Authority, until such time that all outstanding debt has been satisfied.

Section 6. Governing Board of the Authority. The Authority shall be governed by a governing board (the "Board") which shall be comprised of property owners within the jurisdictional boundaries of the Parties to this Interlocal Agreement and one at large property owner from within the Authority. The maximum number of members of the Board serving at any given time shall be no more than seven (7) and the minimum number of members shall be not less than three (3), except for the initial Board meeting, which may consist of two (2) members and shall be held for the sole purpose of initiating the bond validation proceeding and ratifying the assignment of the Third Party Administrator agreement. Notwithstanding the foregoing, the maximum number of members on the Board may be increased by a majority vote of the Board. The initial Board shall serve for an initial four (4) year term and shall consist of one (1) representative appointed by each of the Parties from within their jurisdictional boundaries. The initial at large member of the Board shall be appointed by a majority vote of the Board. All subsequent renewal terms shall be for four (4) years. In the event a Board member is no longer eligible to serve on the Board, that Party to this Interlocal Agreement shall appoint a replacement to fulfill the remaining term of that member. The Board's administrative duties shall include all duties necessary for the conduct of the Board's business and the exercise of the powers of the Authority as provided in Section 11.

Section 7. Decisions of the Board. Decisions of the Board shall be made by majority vote of the Board. The Board may adopt rules of procedure. In the absence of the adoption of such rules of procedure, the fundamental parliamentary procedures of Roberts Rules of Order shall apply.

Section 8. Authority Staff and Attorney. The Town of Bay Harbor Islands Manager shall serve as the staff to the Authority and the Town of Bay Harbor Islands Attorney shall serve as the counsel to the Authority, unless otherwise determined by the Board.

Section 9. Financing Agreement. The Parties agree that the Authority shall enter into a financing agreement, pursuant to Section 163.08(8), Florida Statutes, with property owner(s) who obtain financing through the Authority.

Section 10. Procurement. The Parties agree and understand that the Town has selected Ygrene Energy Fund, Florida, LLC as the initial Third Party Administrator for the Authority (the "TPA"). The Parties further agree and understand that the selection of the TPA is exempt from competitive solicitation as the TPA was competitively procured, awarded and contracted by the Town of Cutler Bay, Florida (Request for Proposal 10-05). The Town will enter into an agreement with the TPA, which will be assigned to the Authority and ratified by the Board.

Section 11. Powers of the Authority. The Authority shall exercise any or all of the powers granted under Sections 163.01 and 163.08, Florida Statutes, as may be amended from time to time, which include, without limitation, the following:

- a. To finance qualifying improvements within the Authority boundaries;
- b. In its own name to make and enter into contracts;
- c. To employ agencies, employees, or consultants;

- d. To acquire, construct, manage, maintain, or operate buildings, works, or improvements;
- e. To acquire, hold, or dispose of property;
- f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to this Interlocal Agreement;
- g. To adopt resolutions and policies prescribing the powers, duties, and functions of the officers of the Authority, the conduct of the business of the Authority, and the maintenance of records and documents of the Authority;
- h. To maintain an office at such place or places as it may designate within the Authority or within the boundaries of a Party to this Interlocal Agreement;
- i. To cooperate with or contract with other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by Section 163.08, Florida Statutes, and to accept funding from local and state agencies;
- j. To exercise all powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized in Section 163.08, Florida Statutes; and
- k. To apply for, request, receive and accept gifts, grants, or assistance funds from any lawful source to support any activity authorized under this Agreement.

Section 12. Quarterly Reports. Upon the first financing agreement being funded by the Authority, a quarterly report of the Authority shall be completed in accordance with generally accepted Government Auditing Standards by an independent certified public accountant. At a minimum, the quarterly report shall include a balance sheet, statement of revenues, expenditures and changes in fund equity and combining statements prepared in accordance with generally accepted accounting principles. All records such as, but not limited to, construction, financial, correspondence, instructions, memoranda, bid estimate sheets, proposal documentation, back charge documentation, canceled checks, reports and other related records produced and maintained by the Authority, its employees and consultants shall be deemed public records, and shall be made available for audit, review or copying by a Party to this Interlocal Agreement upon reasonable notice.

Section 13. Term. This Interlocal Agreement shall remain in full force and effect from the date of its execution; provided, however, that prior to commencement of legal proceedings to validate the Authority program, any Party may terminate its involvement in the Authority and its participation in this Interlocal Agreement upon ten (10) days' written notice to the other Parties. Should a Party terminate its participation in this Interlocal Agreement, be dissolved, abolished, or otherwise cease to exist, the Authority and this Interlocal Agreement shall continue until such time as all remaining Parties agree to terminate. Thereafter, the Authority and this Interlocal Agreement, shall continue for a period of seven years and shall automatically renew for successive seven (7) year terms. After the initial term, any Party may terminate its involvement in the Authority and its participation in this Interlocal Agreement upon 90 days notice.

Section 14. Consent. This Interlocal Agreement and any required resolution or ordinance of an individual Party shall be considered the Parties' consent to the creation of the Authority as required by Sections 163.01 and 163.08, Florida Statutes.

Section 15. Liability. The Parties hereto shall each be individually and separately liable and responsible for the actions of its officers, agents and employees in the performance of their respective obligations under this Interlocal Agreement. Except as specified herein, the Parties shall each individually defend any action or proceeding brought against their respective agency pursuant to this Interlocal Agreement and shall be individually responsible for all of their respective costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. For any action or proceeding brought against the Authority pursuant to this Interlocal Agreement, the Parties shall each contribute equally for all costs, attorneys' fees, expenses and liabilities incurred as a result of any such claims, demands, suits, actions, damages and causes of action, including the investigation or the defense thereof, and from and against any orders, judgments or decrees which may be entered as a result thereof. The Parties shall each individually maintain throughout the term of this Interlocal Agreement any and all applicable insurance coverage required by Florida law for governmental entities. Nothing in this Agreement shall be construed to affect in any way the Parties' rights, privileges, and immunities, including the monetary limitations of liability set forth therein, under the doctrine of "sovereign immunity" and as set forth in Section 768.28 of the Florida Statutes.

Section 16. Notices. Any notices to be given hereunder shall be in writing and shall be deemed to have been given if sent by hand delivery, recognized overnight courier (such as Federal Express), or it must be given by written certified U.S. mail, with return receipt requested, addressed to the Party for whom it is intended, at the place specified. For the present, the Parties designate the following as the respective places for notice purposes:

If to Town: Ronald J. Wasson
Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

With a Copy to: Craig B. Sherman, Esq.
Sherman & Sherman, P.A.
Town Attorney
Bank of America Building
2000 Glades Road, Suite 204
Boca Raton, FL 33431

If to Village: Ana M. Garcia, Village Manager
Village of Biscayne Park
640 NE 114th Street
Biscayne Park, Florida 33161

With a Copy to: John Hearn
Village Attorney
1917 NW 81st Ave #100
Coral Springs, FL 33071

Section 17. Amendments. It is further agreed that no modification, amendment or alteration in the terms or conditions herein shall be effective unless contained in a written document executed by the Parties hereto and the Authority.

Section 18. Filing. It is agreed that this Interlocal Agreement shall be recorded as required by Section 163.01(11), Florida Statutes.

Section 19. Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 20. Merger. This Interlocal Agreement incorporates and includes all prior negotiations, correspondence, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Interlocal Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no change, amendment, alteration or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all Parties to this Interlocal Agreement.

Section 21. Assignment. The respective obligations of the Parties set forth in this Interlocal Agreement shall not be assigned, in whole or in part, without the written consent of the other Parties hereto.

Section 22. Records. The Parties shall each maintain their own respective records and documents associated with this Interlocal Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

Section 23. Governing Law and Venue. This Interlocal Agreement shall be governed, construed and controlled according to the laws of the State of Florida. Venue for any claim,

objection or dispute arising out of the terms of this Interlocal Agreement shall be proper exclusively in Miami-Dade County, Florida.

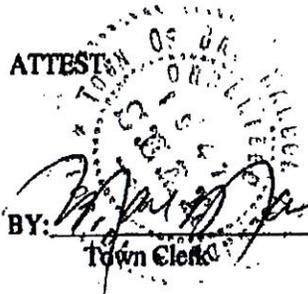
Section 24. Severability. In the event a portion of this Interlocal Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

Section 25. Effective Date. This Interlocal Agreement shall become effective upon the execution by the Parties hereto and the recordation of the Agreement within the applicable county.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 12th day of August, 2013.

ATTEST



Town of Bay Harbor Islands, a municipal corporation of the State of Florida

BY: 

Town Clerk

BY: 

Town Manager

(Affix Seal)

Approved by Town Attorney
as to form and legal sufficiency


Town Attorney

RESOLUTION 1148

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, CREATING THE CLEAN ENERGY COASTAL CORRIDOR PROPERTY ASSESSED CLEAN ENERGY DISTRICT IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND OTHER MUNICIPALITIES RELATING TO THE NORTH-DADE CORRIDOR PROPERTY ASSESSED CLEAN ENERGY (PACE) DISTRICT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.) (the "Bill"), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), and wind resistance (i.e. impact resistant windows) improvements (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Town Council desires to create the Clean Energy Coastal Corridor PACE District in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into an interlocal with other municipalities for the purpose of financing such improvements; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town of Bay Harbor Islands.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

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

Section 2. Creation of PACE District. The Town Council hereby creates the Clean Energy Coastal Corridor PACE District pursuant to Section 163.08, Florida, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. Adoption of Inter-local Agreement. The Town Council hereby approves the Interlocal Agreement pursuant to Section 163.01, Florida Statutes between the Town of Bay Harbor Islands and other municipalities, in substantially the form attached hereto as Exhibit "A," relating to the Clean Energy Coastal Corridor PACE District (the "Interlocal Agreement").

Section 4. Authorization. The Town Manager or designee is hereby authorized to transmit the Interlocal Agreement to other municipalities and request that such municipalities join the PACE District.

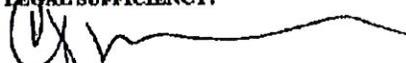
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 14th day of January, 2013


Mayor Isaac Salver

Attest:

Mariene Marante, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Town Attorney

ATTEST:

Village of Biscayne Park, a municipal
corporation of the State of Florida

BY: Maria C. Camara
Maria C. Camara, Village Clerk

BY: Ana M. Garcia
Ana M. Garcia, Village Manager



Approved by Village Attorney
as to form and legal sufficiency

John J. Hearn
John J. Hearn, Village Attorney

1
2
3 **RESOLUTION NO. 2013-14**
4

5 **A RESOLUTION OF THE VILLAGE COMMISSION OF**
6 **THE VILLAGE OF BISCAYNE PARK, FLORIDA,**
7 **CREATING A PROPERTY ASSESSED CLEAN ENERGY**
8 **PROGRAM AND JOINING THE TOWN OF BAY**
9 **HARBOR ISLANDS IN THE CLEAN ENERGY**
10 **COASTAL CORRIDOR PROGRAM IN ACCORDANCE**
11 **WITH SECTION 163.08, FLORIDA STATUTES;**
12 **ADOPTING AN INTERLOCAL AGREEMENT**
13 **PURSUANT TO SECTION 163.01, FLORIDA STATUTES**
14 **RELATING TO THE CORRIDOR; PROVIDING FOR**
15 **AUTHORIZATION; AND PROVIDING FOR AN**
16 **EFFECTIVE DATE.**
17

18 **WHEREAS**, in 2010, the Florida Legislature adopted HB 7179 (Fla. Stat. §163.08) (the
19 "Bill"), which allows local governments to create Property Assessed Clean Energy (PACE)
20 programs in order to provide the upfront financing for energy conservation and efficiency (i.e.
21 energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels),
22 wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent
23 with state law (the "Qualifying Improvements"); and,
24

25 **WHEREAS**, PACE programs not only assist residents and business owners in reducing
26 their carbon footprint and energy costs, but also stimulate the local economy by the creation of
27 needed construction jobs; and,
28

29 **WHEREAS**, the Bill authorizes local governments that create PACE programs to enter
30 into a partnership in order to provide more affordable financing for the installation of the
31 Qualifying Improvements; and,
32

33 **WHEREAS**, given the wide spread energy and economic benefits of PACE programs,
34 the Commission of the Village of Biscayne Park desires to join the Town of Bay Harbor Islands
35 in creating the Clean Energy Coastal Corridor in order to provide the upfront financing to
36 property owners for Qualifying Improvements and to enter into an interlocal with other
37 municipalities for the purpose of financing such improvements; and,
38

39 **WHEREAS**, the Commission finds that this Resolution is in the best interest and
40 welfare of the residents of the Village of Biscayne Park and its inhabitants.
41

42 **NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE**
43 **VILLAGE OF BISCAYNE PARK, FLORIDA, AS FOLLOWS:**
44

45 **Section 1.** Recitals. The above recitals are true and correct and are incorporated
46 herein by this reference.
47

48 **Section 2.** Creation of PACE Program. The Commission hereby creates a PACE
49 Program pursuant to Fla. Stat. §163.08 for the purpose of providing upfront financing to
50 property owners for Qualifying Improvements.
51

52 **Section 3.** Adoption of Interlocal Agreement. The Commission hereby approves an
53 interlocal agreement pursuant to Fla. Stat. §163.01 between the Town of Bay Harbor Islands and

1 other municipalities, in substantially the form attached hereto as Exhibit "A," relating to the
2 Clean Energy Coastal Corridor (the "Interlocal Agreement").
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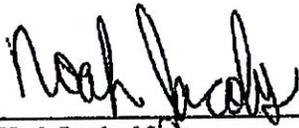
4 **Section 4.** Authorization. The Village Manager or designee is hereby authorized to
5 execute the Interlocal Agreement.
6

7 **Section 5.** Effective Date. This Resolution shall take effect immediately upon
8 adoption.
9
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11 PASSED AND ADOPTED this 2nd day of April, 2013.
12

The foregoing resolution upon being
put to a vote, the vote was as follows:

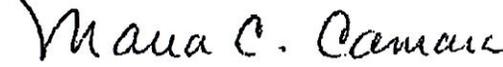
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Noah Jacobs, Mayor

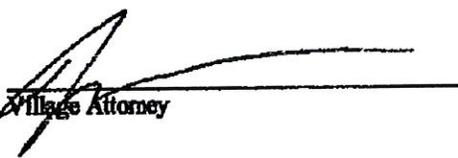
Mayor Jacobs: Yes
Vice Mayor Cooper: Absent
Commissioner Anderson: Yes
Commissioner Ross: Yes
Commissioner Watts: Yes

Attest:



Maria C. Camara, Village Clerk

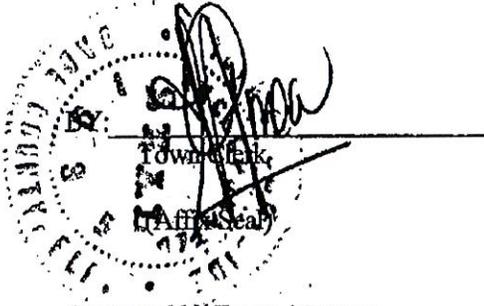
Approved as to form:



Village Attorney

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on this 26th day of August, 2013.

ATTEST:



Approved by Town Attorney
as to form and legal sufficiency

Town of Surfside, a municipal
corporation of the State of Florida

BY: Michael Cothy
Town Manager

Lisa Pille
Town Attorney

RESOLUTION 13 - 2170

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA (TOWN), CREATING A PROPERTY ASSESSED CLEAN ENERGY PROGRAM AND JOINING THE TOWN OF BAY HARBOR ISLANDS AND THE VILLAGE OF BISCAYNE PARK IN CREATING THE CLEAN ENERGY COASTAL CORRIDOR PROGRAM IN ACCORDANCE WITH SECTION 163.08, FLORIDA STATUTES; ADOPTING AN INTERLOCAL AGREEMENT PURSUANT TO SECTION 163.01, FLORIDA STATUTES RELATING TO THE CORRIDOR; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2010, the Florida Legislature adopted HB 7179 (Section 163.08, F.S.) (the "Bill"), which allows local governments to create Property Assessed Clean Energy (PACE) programs in order to provide the upfront financing for energy conservation and efficiency (i.e. energy-efficient heating, cooling, or ventilation systems), renewable energy (i.e. solar panels), wind resistance (i.e. impact resistant windows) and other improvements that are not inconsistent with state law (the "Qualifying Improvements"); and

WHEREAS, PACE programs not only assist residents and business owners in reducing their carbon footprint and energy costs, but also stimulate the local economy by the creation of needed construction jobs; and

WHEREAS, the Bill authorizes local governments that create PACE programs to enter into a partnership in order to provide more affordable financing for the installation of the Qualifying Improvements; and

WHEREAS, given the wide spread energy and economic benefits of PACE programs, the Commission desires to join the Town of Bay Harbor Islands and The Village of Biscayne Park in creating the Clean Energy Coastal Corridor in order to provide the upfront financing to property owners for Qualifying Improvements and to enter into an Interlocal Agreement with other municipalities for the purpose of financing such improvements; and

WHEREAS, the Commission finds that this Resolution is in the best interest and welfare of the residents of the Town

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

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

Section 2. Creation of PACE Program. The Town Commission hereby creates a PACE Program pursuant to Section 163.08, Florida Statute, for the purpose of providing upfront financing to property owners for Qualifying Improvements.

Section 3. Adoption of Interlocal Agreement. The Commission hereby approves an interlocal agreement pursuant to Section 163.01, Florida Statutes, the Town of Surfside, the Town of Bay Harbor Islands and The Village of Biscayne Park, in substantially the form attached hereto as Exhibit "A," relating to the Clean Energy Coastal Corridor (the "Interlocal Agreement").

Section 4. Authorization. The Town Manager or designee is hereby authorized to execute and implement the terms of the Interlocal Agreement.

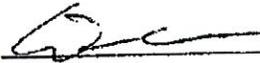
Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED on this 11th day of June, 2013

Motion by Commissioner Graubart, second by Commissioner Kligman.

FINAL VOTE ON ADOPTION

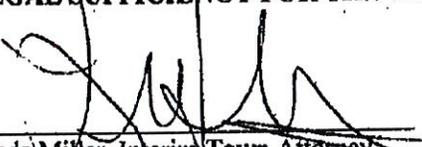
Commissioner Joseph Graubart	YES
Commissioner Michelle Kligman	YES
Commissioner Marta Olchyk	YES
Vice Mayor Michael Karukin	YES
Mayor Daniel Dietch	YES



Daniel Dietch, Mayor

ATTEST:


Sandra Novda, CMC
Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE TOWN OF SURFSIDE ONLY:**


Linda Miller, Interim Town Attorney



Property Assessed Clean Energy (P.A.C.E)

THE BASICS OF PACE



MUNICIPALITIES CAN FINANCE ENERGY EFFICIENCY AND HURRICANE PROTECTION UPGRADES

REPAID BY THE PROPERTY OWNER THROUGH NON-AD VALOREM ASSESSMENT ON PROPERTY TAX BILL

NEW SPIN ON THE ASSESSMENT POWERS OF THE CITY

ENERGY EFFICIENCY AND HURRICANE PROTECTION = COMPELLING STATE INTEREST

THE BASICS OF PACE



- Programs began in California and Colorado in 2008
- In the early days, Sonoma County, CA only successful, sustainable program
 - 1750 Projects
 - \$55 million in projects funded
- Only county in CA showing increase in constructions jobs during the recession period

THE BASICS OF PACE



PACE IN CALIFORNIA HAS SPREAD VERY QUICKLY

OVER 200 MUNICIPALITIES HAVE NOW SIGNED UP FOR THE PROGRAM

STATEWIDE PROGRAM SOON TO BE LAUNCHED

OVER 15,000 PROJECTS FINANCED FOR ALMOST \$400 MILLION

WHAT IS PACE?



VOLUNTARY

- Simply an option for those who want it
- All traditional forms of financing are still available

INDIVIDUAL

- Zero affect on neighbors
- Only those who choose to participate pay the assessment

100% FINANCING

- No out of pocket expense to property owner
- Removes single largest obstacle to implement these projects

NON CREDIT BASED

- Eligibility based on property values and owner equity
- Allows many to participate that would not be eligible for traditional financing

ELIGIBLE IMPROVEMENTS



ENERGY EFFICIENCY



RENEWABLE ENERGY



HURRICANE PROTECTION



ELIGIBLE IMPROVEMENTS (examples)



Air sealing and ventilation	Solar thermal hot-water systems	Roof deck & foundation strength improvements
Air filtration	Solar thermal systems for pool heating	Wind-resistant shingles or other roofing
Building envelope	Emerging technologies	Secondary water barrier
Bathroom, ceiling, attic, and whole-house fans	Lighting (fixture retrofits only)	Gable-end bracing
Insulation	Pool equipment	Roof-to-wall connection reinforcement
Defect correction	Occupancy-sensor lighting fixtures	Storm shutters
Attic, floor, walls, roof, ducts	SMART parking-lot bi-level fixture	Perimeter-opening protections
Weather stripping	SMART parking-garage bi-level fixtures	Raising building elevations
Sealing	SMART pathway lighting	Photovoltaic Systems
Geothermal exchange heat pumps	SMART wall-pack fixtures	Electric Car Charging Stations
HVAC systems	Task ambient office lighting	
Evaporative coolers	Classroom lighting	
Natural gas storage water heater	Refrigerator case LED lighting	
Tankless water heater	Wireless daylight-lighting controls	
Solar water heater system	Duct leakage and sealing	
Reflective insulation or radiant barriers	Kitchen exhaust variable air-volume controls	
Cool roof	Wireless HVAC controls & fault detection	
Windows and glass doors		
Window filming		
Skylights		
Solar tubes		
Additional building openings for natural light		

WHAT IS A CLEAN ENERGY DISTRICT



7 ORIGINAL CITIES JOINED FORCES TO CREATE THE DISTRICT

- Coral Gables
- Miami
- Miami Shores
- South Miami
- Palmetto Bay
- Pinecrest
- Cutler Bay

YGRENE SELECTED AS THE ADMINISTRATOR VIA RFP

- Fully funded, turn-key solution
- Handles all education, marketing, training, community outreach, administration, reporting, and financing
- Operated at zero cost to the district and zero cost to the members
- District is a separate legal entity meaning there is no liability to the member cities

WHAT IS A CLEAN ENERGY DISTRICT



NEW DISTRICTS AND CITIES NOW ADOPTING THE PROGRAM

- Surfside
- Bay Harbor Islands
- North Bay Village
- Miami Lakes
- Miami Springs
- Key Biscayne
- El Portal
- Miami Gardens
- Biscayne Park
- Leon County

ELIGIBILITY



TYPES OF PROPERTIES

INDUSTRIAL

COMMERCIAL

MULTI-FAMILY RESIDENTIAL

SINGLE FAMILY RESIDENTIAL

OWNER ELIGIBILITY

NO TAX DELINQUENCY – 3 YEARS

NO MORE THAN 1 MISSED MORTGAGE PAYMENT – 1 YEAR

NO BANKRUPTCY – 1 YEAR

AT LEAST 10% EQUITY IN PROPERTY

BENEFITS TO PROPERTY OWNERS



INCREASE OCCUPANCY LEVELS AND RENTS

INCREASE PROPERTY VALUES

REDUCE OPERATING, MAINTENANCE, AND REPAIR EXPENSES

REDUCE UTILITY BILLS AND VARIABLE COST RISK

REDUCE HURRICANE DAMAGE RISK AND INSURANCE PREMIUMS

BENEFITS TO YGRENE FINANCING



EASY APPROVAL PROCESS

OFF BALANCE SHEET – NO LONG TERM LIABILITY

PAYMENTS **STAY** WITH PROPERTY AND TRANSFER OWNERSHIP

WRITE OFF **FULL** PAYMENT

SOLVE SPLIT INCENTIVE ISSUE

LONG PAYBACK PERIODS – UP TO 20 Yrs.

CURRENT STATUS



- Over 1000 applications have now been received
 - 95% Residential by Volume
- Over \$8 million in projects financed
 - 32% Commercial by Value
- 400 projects in various stages of the process
- Estimated 600 industry professionals have come through the training class

CONTRACTOR TRAININGS

