

***Green Corridor Property
Assessment Clean Energy District***

March 27, 2017

Green Corridor

Property Assessment Clean Energy District

5385 N. Nob Hill Road, Sunrise, Florida 33351

Phone: 954-721-8681 - Fax: 954-721-9202

March 20, 2017

Green Corridor Property Assessment Clean Energy District

Dear Board Members:

A meeting of the Board of **Green Corridor Property Assessment Clean Energy District** is scheduled for **March 27, 2017 at 10:00 a.m. at the offices of Ygrene Energy Fund Florida, 3390 Mary Street, Suite 124, Coconut Grove, FL 33133.** Following is the advance agenda for this meeting:

1. Roll Call
2. Audience Comments
3. Update on Solar Project
4. Approval of the Minutes of the January 23, 2017 Meeting
5. Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad Valorem Assessments
 - A. Motion to Open the Public Hearing
 - B. Public Comment and Discussion
 - C. Consideration of **Resolution #2017-05** Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad Valorem Assessments
 - D. Motion to Close the Public Hearing
6. Consideration of **Resolution #2017-06** Changing the Registered Agent and Registered Office
7. Consideration of **Resolution #2017-07** Authorizing the District's Third Party Administrator to Execute and Record Satisfactions and Release of Liens
8. Consideration of Hillsborough County Membership Agreement
9. Discussion of Cities/ Counties for the Green Corridor Property Assessment Clean Energy District to Consider for Expansion
10. Staff Reports
 - A. Third Party Administrator
 - B. Attorney
 - C. Manager
11. Financial Reports
 - A. Summary of Invoices
 - B. Balance Sheet
12. Board Members Requests
13. Adjournment

Enclosed for your review is a copy of the minutes of the January 23, 2017 meeting.

The fifth order of business is the public hearing expressing the district's intent to utilize the uniform method of levying, collecting, and enforcing non ad valorem assessments. Enclosed for your review is a copy of **Resolution #2017-05** Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non Ad Valorem Assessments.

The sixth order of business is consideration of **Resolution #2017-06** Changing the Registered Agent and Registered Office. A copy of the resolution is enclosed for your review.

The seventh order of business is consideration of **Resolution #2017-07** Authorizing the District's Third Party Administrator to Execute and Record Satisfactions and Release of Liens. A copy of the resolution is enclosed for your review.

The eighth order of business is consideration of Hillsborough County membership agreement; a copy of which is enclosed for your review.

The ninth order of business is discussion of cities/ counties for the Green Corridor Property Assessment Clean Energy District to consider for expansion; a copy of which is enclosed for your review.

The financials are also enclosed for your review. The balance of the agenda is routine in nature and staff will present their reports at the meeting. Any additional documentation will be provided under separate cover or presented at the meeting. If you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Paul Winkeljohn" followed by a stylized flourish.

Paul Winkeljohn
Manager

CC: Chad Friedman Joe Spector

**MINUTES OF MEETING
GREEN CORRIDOR
COMMUNITY DEVELOPMENT DISTRICT**

A meeting of the Board of Directors of the Green Corridor PACE District was held on Monday, January 23, 2017 at 10:00 a.m. at the Offices of Ygrene Energy Fund Florida, 3390 Mary Street, Suite 124, Coconut Grove, Florida.

Present and constituting a quorum were:

Mayor Peggy Bell	Cutler Bay
Mayor Philip Stoddard	South Miami
Commissioner Vince Lago	Coral Gables
Commissioner Herta Holly	Miami Shores
Mayor Eugene Flinn	Palmetto Bay
Mayor Joe Corradino	Pinecrest

Also present were:

Chad Friedman, Esq.	District Counsel
Joe Spector	Ygrene Energy Fund Florida, LLC
Rafael Perez	Ygrene Energy Fund Florida, LLC
Jose Fuentes	Ygrene Engery Fund Floirda, LLC
Paul Winkeljohn	Executive Director/District Manager
Susan Windmiller	President, League of Woman Voters of Miami-Dade County
Angela DeMonbreun	FL SUN Program Director
Maria Garcia	Board Member, League of Woman Voters of Miami-Dade County
Jody Vinber	Member, League of Woman Voters of Miami-Dade County

FIRST ORDER OF BUSINESS Roll Call

Mayor Bell called the meeting to order and Mr. Winkeljohn called the roll and stated we have a quorum.

SECOND ORDER OF BUSINESS Audience Comments

Mayor Bell introduced the first item on the agenda, which were audience comments.

Ms. Susan Windmiller stated she was there in support of the proposal for the funding to support a position for the Florida SUN Program in Miami-Dade County.

Ms. Angela DeMonbreun stated I develop and manage all the Florida co-ops and provide technical support for residents and organizations wishing to go solar.

THIRD ORDER OF BUSINESS Approval of Minutes from December 12, 2016 Meeting

Mayor Bell moved to the next item, which was the approval of the minutes of the December 12, 2016 meeting and asked for any edits or corrections to the minutes. There not being any changes Mayor Bell asked for a motion to approve the minutes.

On MOTION by Commissioner Holly seconded by Mayor Stoddard with all in favor, the Minutes of the December 12, 2016 Meeting were approved.

FOURTH ORDER OF BUSINESS Consideration of Nomination of Mayor Lerner to fill the "At Large" Position

Mayor Bell requested a motion to approve Mayor Lerner to fill the "At Large" position on the Board.

Mayor Lerner praised the Board for the great work being done and is very thankful to continue being a Board member.

On MOTION by Commissioner Holly seconded by Mayor Flinn with all in favor, the Nomination of Mayor Lerner to Fill the "At Large" Position on the Board was approved.

Mr. Winkeljohn stated it would be appropriate for the Board to take up a motion reaffirming the officers of the Board.

On MOTION by Mayor Flinn seconded by Commissioner Holly with all in favor, reaffirming Board Officers, keeping the current slate of officers the same and adding Mayor Corradino as an Assistant Secretary was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution #2017-02
Amending Check Signing Authority**

Mr. Winkeljohn stated Resolution #2017-02 is a revision of the check signing authority. This outlines up to \$500 for check signing authority for two officers to sign a check. Anything that would be more than \$500 would come to at least one Board member and then another threshold for two Board members. In an emergency without Chair and Vice Chair signatures, an email would authorize staff to sign on your behalf.

Mayor Flinn asked does the Resolution meet with all legal sufficiency and that we are properly protected within any coverage we have for E&O if something should occur?

Mr. Friedman responded I know you are covered.

On MOTION by Mayor Bell seconded by Mayor Flinn with all in favor, #2017-02 Amending Check Signing Authority was approved.

SIXTH ORDER OF BUSINESS

**Discussion of Solar Project and
Consideration of Resolution #2017-03
Authorizing Expanding Use of
Affordability of Solar Power within
the State of Florida**

Mr. Winkeljohn introduced the next item, discussion of solar project and consideration of Resolution #2017-03 authorizing expanding the use of affordability of solar power within the State of Florida.

Mayor Stoddard gave a brief summary of the program for this item.

Ms. Angela DeMonbreun advised the Board on how Community Power Network was organized.

(At this point there was a question and answer session between the Board, staff and guest presenters).

Mr. Winkeljohn suggested that the deliverables be defined in the agreement.

On MOTION by Mayor Stoddard seconded by Mayor Bell with all in favor, to table the Discussion of Solar Project and Consideration of Resolution #2017-03 Authorizing the Use of Affordability of Solar Power within the State for Florida was approved.

**EIGHTH ORDER OF BUSINESS Consideration of Resolution #2017-04
Amending the District Program
Guidelines**

Mr. Friedman, District Counsel discussed Resolution #2017-04, which amends the District program guidelines. It intends to cover the costs incurred by the District in marketing the District and the Program, receiving and approving grants for the District, offsetting costs incurred by the District and establishing a reserve for the District.

Mayor Lerner suggested that a specific budget and certain goals would need to be defined for the guidelines.

Mr. Spector stated I want to make sure our fees cover the expenses. I want to make sure we have a plan in place to reach the reserves that we set and I think we should set a grant amount each year.

Mayor Flinn commented on a few policy items and stated that the fees should cover the expenses, and that there should be a plan in place to reach the reserves to be set and also to set up a grant funding source with an annual cap, and these items should be stated in the resolution.

Mayor Bell stated she agreed with the first two items but not the third, a set amount should be set every year and allocate a yearly grant and also look at the possibility of reducing the fees to encourage more participation.

On MOTION by Mayor Bell seconded by Commissioner Lago with all in favor, Resolution #2017-04 Amending the District Program Guidelines was approved.

On MOTION by Mayor Stoddard seconded by Commissioner Lago with all in favor, to Take Previous Motion off the Table was approved.

SIXTH ORDER OF BUSINESS

Discussion of Solar Project and Consideration of Resolution #2017-03 Authorizing Expanding Use of Affordability of Solar Power within the State of Florida

Mayor Bell requested a town hall meeting for the different municipalities to inform residents about solar power.

Ms. DeMonbreun explained the co-op process that co-op members choose their own installers after a RFP is advertised. A big piece of the program is educating the community on solar power.

(There was a lengthy discussion back and forth between the Board members and the guest presenter)

There was a brief recess at this point.

On MOTION by Mayor Stoddard seconded by Mayor Bell with all in favor, Resolution #2017-03 Authorizing Expanding Use of Affordability of Solar Power within the State of Florida was approved.

Mayor Lerner recommended a session on the best practices for solar for the next Miami-Dade League of City's Best Practices Conference.

SEVENTH ORDER OF BUSINESS Designation of Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments

Mr. Winkeljohn discussed setting the public hearing date for the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments to be held March 27, 2017. Quorum has already been established for the public hearing and meeting.

On MOTION by Commissioner Holly seconded by Commissioner Lago with all in favor, to Authorize and Set Public Hearing Date for March 27, 2017 at 10:00 a.m. at the Offices of Ygrene Energy Fund Florida, 3390 Mary Street, Suite 124, Coconut Grove, Florida 33133 Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments was approved.

NINTH ORDER OF BUSINESS Staff Reports

A. Third Party Administrator

Mr. Spector advised the Board about an extremely negative article about PACE that ran in the Wall Street Journal. The article discussed subprime crisis and how it is an unregulated industry. PACE is not an unregulated District. It is regulated by State Law and by local ordinance and by the Board of Directors. Every single one of our projects and every single one of our underwritings complies with exactly what the State Law and this District has told us what to comply with.

Mr. Spector read a reply letter that was sent in response to the Wall Street Journal article.

Mr. Spector then gave an update on his monthly report to the Board.

Mayor Lerner asked if there was any gray water/reuse issue going on at the County level?

Mr. Fuentes responded Dade County's requirement is to find ways to reduce the amount of water consumption per resident. It is happening naturally with replacing old equipment with better technology.

B. Attorney

There being none, the next item followed.

C. Manager

There being none, the next item followed.

TENTH ORDER OF BUSINESS Board Members Requests

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS Financial Reports

A. Summary of Invoices

B. Balance Sheet

Mayor Lerner requested a motion to accept the financial reports as a matter of record, if there were no questions from the Board. There were no questions.

On MOTION by Mayor Bell seconded by Commissioner Holly with all in favor, the summary of invoices and the balance sheet were approved.

TWELVTH ORDER OF BUSINESS Adjournment

Mayor Lerner asked for a motion to adjourn the meeting.

On MOTION by Commissioner Lago seconded by Mayor Bell with all in favor, the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT REAFFIRMING AND FURTHER EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH HEREAFTER MAY BE LEVIED BY THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, F.S. WITHIN EACH COUNTY THROUGHOUT THE STATE OF FLORIDA CONTAINING A JURISDICTION THAT HAS JOINED OR WILL JOIN THE DISTRICT'S PROGRAM; PROVIDING FOR AUTHORIZATION; AND PROVIDING AN FOR EFFECTIVE DATE

WHEREAS, the Green Corridor Property Assessment Clean Energy (PACE) District ("District") was established pursuant to Sections 163.01(7) and 163.08, Florida Statutes, which sections authorize the levy of non ad valorem assessments for qualifying improvements; and

WHEREAS, Sections 163.08 and 197.3632, Florida Statutes, authorize the District to elect to utilize the uniform method of levying, collecting and enforcing such special assessments; and

WHEREAS, on September 21, 2012, the District Board authorized the levying of non ad valorem assessments and expressed its intent to utilize the uniform method for levying, collecting and enforcing such non ad valorem assessments (the "Original Intent Action"); and

WHEREAS, in accordance with Florida law, the District has held a duly noticed public hearing in order to express its intent to utilize the uniform method for levying, collecting and enforcing such non ad valorem assessments (the "Original Public Hearing"); and

WHEREAS, at the time of such Original Public Hearing, all of the members of the District were located in Miami-Dade County, and the notice of the Original Public Hearing was published only in Miami-Dade County; and

WHEREAS, the District desired to have jurisdictions outside of Miami-Dade County join the District and on March 11, 2016, the District Board once again authorized the levying of non ad valorem assessments and expressed its intent to utilize the uniform method for levying, collecting and enforcing such non ad valorem assessments (the "Second Intent Action"); and

WHEREAS, in accordance with Florida law, the District held another duly noticed public hearing in order to express its intent to utilize the uniform method for levying, collecting and enforcing such non ad valorem assessments in jurisdictions that had joined or would join the District's program (the "Second Public Hearing"); and

WHEREAS, the District desires to continue expanding the District's Program throughout the State of Florida and, towards that end, wishes to further reaffirm and express its intent to utilize the uniform method for levying, collecting and enforcing such non ad valorem assessments in jurisdictions that have joined or will join the District's program throughout the State of Florida; and

WHEREAS, pursuant to Section 197.3632, Florida Statutes, the legal description of the properties which may be subject to the levy of non ad valorem assessments is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the Board finds that the adoption of this Resolution is in the best interest and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AS FOLLOWS:

Section 1. **Recitals.** The above recitals are hereby adopted.

Section 2. **Reaffirmation.** The District Board hereby reaffirms the Original Intent Action and Second Intent Action and its expression of intent during the Original Public Hearing and Second Public Hearing.

Section 3. **Intent.** The District Board, upon conducting its public hearing as required by Section 197.3632, F.S., hereby expresses its intent to use the uniform method of collecting non ad valorem special assessments imposed by the District as provided for in Sections 163.01 and 163.08 Florida Statutes, within each county containing a jurisdiction that has joined or will join the District's program. Said assessments shall be non ad valorem special assessments that may be levied annually by the District. The purpose of such assessments shall be to pay principal and interest on financing agreements voluntarily entered into by property owners within the District's boundaries, including property owners within each jurisdiction that has joined or will join the District's program, as well as the cost of maintaining the District, for financing qualifying improvements authorized by Section 163.08, Florida Statutes. The legal boundaries of the District shall be those local governments that have executed interlocal agreements with the District and any additional local governments of the State of Florida subsequently joining the District's statewide program, all as set forth in **Exhibit "A"** attached hereto and incorporated herein. Individual property owners that choose to finance qualifying improvements, pursuant to Section 163.08, Florida Statutes, shall voluntarily execute a financing agreement that expressly provides for the legal description of the property in which the non ad valorem special assessment shall be levied, and such agreement (or a summary memorandum of such agreement) shall be recorded in the public records of the County in which the property is located. The non ad valorem special

assessments and the District's use of the uniform method of collecting its non ad valorem special assessments may continue for more than one year.

Section 4. Authorization. The District Board hereby authorizes the District Manager to implement the intent and purpose of this Resolution, including execution of agreements with county tax collectors and/or property appraisers within the State of Florida, subject to the approval of the District Attorney as to form, content, and legal sufficiency.

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

PASSED and ADOPTED this 27th day of March, 2017.

ATTEST:

GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____
District Secretary
Governmental Management
Services – South Florida, LLC

By: _____
District Chair

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____
District Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

**EXHIBIT A
LEGAL DESCRIPTIONS¹**

Alachua County (Incorporated and Unincorporated Areas)

The legal boundaries as set forth in Section 7.01, Florida Statutes, as it may be amended from time to time.

The City of Satellite Beach

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

Broward County (Incorporated and Unincorporated Areas)

The legal boundaries as set forth in Section 7.06, Florida Statutes, as it may be amended from time to time.

The City of Green Cove Springs

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

Charlotte County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.08, Florida Statutes, as it may be amended from time to time.

The City of Punta Gorda

The legal boundaries as set forth in Article 2 of the City Charter, as it may be amended from time to time.

Escambia County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.17, Florida Statutes, as it may be amended from time to time.

Gadsden County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.20, Florida Statutes, as it may be amended from time to time.

¹ The legal descriptions for each municipality or county are incorporated by the links to the website url included herein.

Hillsborough County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.29, Florida Statutes, as it may be amended from time to time.

The Town of Inglis

The legal boundaries as set forth in Section 2 of the Town Charter, as it may be amended from time to time.

The City of Williston

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

Marion County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.42, Florida Statutes, as it may be amended from time to time.

Miami-Dade County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.13, Florida Statutes, as it may be amended from time to time.

The Town of Bay Harbor Islands

The legal boundaries as set forth in Section 1.02 of the Town Charter, as it may be amended from time to time.

The Village of Biscayne Park

The legal boundaries as set forth in Section 1.03 of the Village Charter, as it may be amended from time to time.

The City of Coral Gables

The legal boundaries as set forth in Section 31 of the City Charter, as it may be amended from time to time.

The Town of Cutler Bay

The legal boundaries as set forth in Section 1.3 of the Town Charter, as it may be amended from time to time.

The City of Doral

The legal boundaries as set forth in Section 1.03 of the City Charter, as it may be amended from time to time.

The Village of El Portal

The legal boundaries as set forth in Section 1.03 of the Village Charter, as it may be amended from time to time.

The City of Hialeah

The legal boundaries as set forth in Section 1.03 of the City Charter, as it may be amended from time to time.

The City of Hialeah Gardens

The legal boundaries as set forth in Section 3 of the City Charter, as it may be amended from time to time.

The City of Homestead

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

The Village of Key Biscayne

The legal boundaries as set forth in Section 1.03 of the Village Charter, as it may be amended from time to time.

The City of Miami

The legal boundaries as set forth in Section 2 of the City Charter, as it may be amended from time to time.

The City of Miami Beach

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

The City of Miami Gardens

The legal boundaries as set forth in Section 1.3 of the City Charter, as it may be amended from time to time.

The Town of Miami Lakes

The legal boundaries as set forth in Section 1.3 of the Town Charter, as it may be amended from time to time.

The Village of Miami Shores

The legal boundaries as set forth in Section 3 of the Village Charter, as it may be amended from time to time.

The City of Miami Springs

The legal boundaries as set forth in Section 2.01 of the City Charter, as it may be amended from time to time.

North Bay Village

The legal boundaries as set forth in Article 2.01 of the Village Charter, as it may be amended from time to time.

The City of North Miami

The legal boundaries as set forth in Section 7 of the City Charter, as it may be amended from time to time.

The City of North Miami Beach

The legal boundaries as set forth in Section 3 of the City Charter, as it may be amended from time to time.

The City of Opa-Locka

The legal boundaries as set forth in Section 1.2 of the City Charter, as it may be amended from time to time.

The Village of Palmetto Bay

The legal boundaries as set forth in Section 1.3 of the Village Charter, as it may be amended from time to time.

The Village of Pinecrest

The legal boundaries as set forth in Section 1.3 of the Village Charter, as it may be amended from time to time.

The City of South Miami

The legal boundaries as set forth in Section 3, Article I of the City Charter, as it may be amended from time to time.

The Town of Surfside

The legal boundaries as set forth in Section 2 of the Town Charter, as it may be amended from time to time.

The City of Sweetwater

The legal boundaries as set forth in Section 1.01 of the City Charter, as it may be amended from time to time.

The Village of Virginia Gardens

The legal boundaries as set forth in Section 2 of the Village Charter, as it may be amended from time to time.

The City of Fernandina Beach

The legal boundaries as set forth in Section 6 of the City Charter, as it may be amended from time to time.

The City of Orlando

The legal boundaries as set forth in Section 2 of the City Charter, as it may be amended from time to time.

The City of Winter Park

The legal boundaries as set forth in Section 1.02 of the City Charter, as it may be amended from time to time.

The City of Boynton Beach

The legal boundaries as set forth in Section 6, Article I of the City Charter, as it may be amended from time to time.

The Village of Golf

The legal boundaries as set forth in Article II of the Village Charter², as it may be amended from time to time.

² A copy of the Village of Golf's Charter is available upon request.

The Town of Lake Clarke Shores

The legal boundaries as set forth in Article 2 of the Charter, as it may be amended from time to time.

The Town of Lake Park

The legal boundaries as set forth in Article 2 of the Charter, as it may be amended from time to time.

The City of Lake Worth

The legal boundaries as set forth in Section 1, Article 2 of the Charter, as it may be amended from time to time.

Pasco County (Unincorporated Areas)

The legal boundaries as set forth in Section 7.51, Florida Statutes, as it may be amended from time to time.

The City of Longwood

The legal boundaries as set forth in Section 2.01 of the Charter, as it may be amended from time to time.

The Clean Energy Coastal Corridor

The legal boundaries as set forth in Section 5 of the Interlocal Agreement between the Town of Bay Harbor Islands, Florida and the Village of Biscayne Park and Other Municipalities.³

Any additional counties or municipalities of the State of Florida

The legal boundaries of the State of Florida as set forth in Section 1, Article II of the Florida Constitution, as it may be amended from time to time.

³ A copy of the Interlocal Agreement is available upon request or can be found online in the Official Records of Miami-Dade County, Florida at Official Records Book 28831 Page 1114.

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT CHANGING THE DESIGNATION OF ITS REGISTERED AGENT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Green Corridor Property Assessment Clean Energy (PACE) District (the “District”) wishes to change its registered agent; and

WHEREAS, on March 11, 2016, via Resolution No. 2016-02, the District designated the office of Weiss Serota Helfman Cole & Bierman, located at 2525 Ponce de Leon Blvd., Suite 700, Coral Gables, FL 33134, as its registered agent; and

WHEREAS, after review and consideration, the District wishes to designate its registered agent to be Governmental Management Services – South Florida, LLC, located at 5385 North Nob Hill Road, Sunrise, Florida 33351; and

WHEREAS, the District Board finds that adoption of this Resolution is in the best interest and welfare of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AS FOLLOWS:

Section 1. **Recitals.** The above-stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. **Designation of Registered Agent.** The District Board hereby designates the office of Governmental Management Services – South Florida, LLC, located at 5385 North Nob Hill Road, Sunrise, Florida 33351 as the Registered Agent and Patti Powers to serve as the District’s contact person.

Section 3. **Authorization.** The District Board hereby authorizes the District Manager to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

PASSED and ADOPTED this _____ day of March, 2017.

ATTEST:

GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____

District Secretary
Governmental Management
Services – South Florida, LLC

By: _____

District Chair

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____

District Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.

RESOLUTION NO. 2017-07

**A RESOLUTION OF THE BOARD OF THE GREEN
CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT AUTHORIZING THE DISTRICT'S
THIRD PARTY ADMINISTRATOR TO EXECUTE AND
RECORD SATISFACTIONS AND RELEASES OF LIENS;
PROVIDING FOR IMPLEMENTATION; AND PROVIDING
FOR AN EFFECTIVE DATE**

WHEREAS, the Board of the Green Corridor Property Assessment Clean Energy (PACE) District (the "District") desires to authorize its Third Party Administrator to execute and record satisfactions and releases of liens when a property owner has fulfilled his or her financial obligations pursuant to a financing agreement entered into between the property owner and the District; and

WHEREAS, the District Board finds that adoption of this Resolution is in the best interest and welfare of the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE GREEN
CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT, AS
FOLLOWS:**

Section 1. Recitals. The above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Authorization. The District Board hereby authorizes its Third Party Administrator to execute and record satisfactions and releases of liens when a property owner has fulfilled his or her financial obligations pursuant to a financing agreement entered into between the property owner and the District.

Section 3. Implementation. The District Board hereby authorizes the District Manager to take any and all steps necessary to implement the intent and purpose of this Resolution.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

PASSED and ADOPTED this _____ day of March, 2017.

ATTEST:

GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____

District Secretary
Governmental Management
Services – South Florida, LLC

By: _____

District Chair

APPROVED AS TO FORM AND LEGALITY
FOR THE USE OF AND RELIANCE BY THE
GREEN CORRIDOR PROPERTY ASSESSMENT
CLEAN ENERGY (PACE) DISTRICT:

By: _____

District Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.



Agenda Item Cover Sheet

Agenda Item N^o B-3

Meeting Date March 01, 2017

- Consent Section
 Regular Section
 Public Hearing

Subject: Unincorporated Hillsborough County Property Assessed Clean Energy (PACE) Program																	
Department Name: Management and Budget																	
Contact Person: Tom Fesler	Contact Phone: 276-8282																
Sign-Off Approvals:																	
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">Bonnie Wise</td> <td style="width: 50%; text-align: center;">Tom Fesler</td> </tr> <tr> <td style="text-align: center;"><small>Assistant County Administrator</small></td> <td style="text-align: center;"><small>Department Director</small></td> </tr> <tr> <td style="text-align: center;">Tom Fesler</td> <td style="text-align: center;">Samuel S. Hamilton</td> </tr> <tr> <td style="text-align: center;"><small>Management and Budget - Approved as to Financial Impact Accuracy</small></td> <td style="text-align: center;"><small>County Attorney - Approved as to Legal Sufficiency</small></td> </tr> </table>	Bonnie Wise	Tom Fesler	<small>Assistant County Administrator</small>	<small>Department Director</small>	Tom Fesler	Samuel S. Hamilton	<small>Management and Budget - Approved as to Financial Impact Accuracy</small>	<small>County Attorney - Approved as to Legal Sufficiency</small>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center;">02/17/2017</td> <td style="width: 50%; text-align: center;">02/16/2017</td> </tr> <tr> <td style="text-align: center;"><small>Date</small></td> <td style="text-align: center;"><small>Date</small></td> </tr> <tr> <td style="text-align: center;">02/17/2017</td> <td style="text-align: center;">02/17/2017</td> </tr> <tr> <td style="text-align: center;"><small>Date</small></td> <td style="text-align: center;"><small>Date</small></td> </tr> </table>	02/17/2017	02/16/2017	<small>Date</small>	<small>Date</small>	02/17/2017	02/17/2017	<small>Date</small>	<small>Date</small>
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02/17/2017	02/17/2017																
<small>Date</small>	<small>Date</small>																

Staff's Recommended Board Motion:

Adopt the attached resolution providing for, among other things, the creation of a Property Assessed Clean Energy (PACE) Program within the unincorporated areas of the County by participating in the PACE Programs of the subsequently enumerated local governments to allow residential, commercial and industrial property owners to voluntarily use PACE financing as a mechanism to fund qualified energy conservation and efficiency improvements, renewable energy improvements, and wind resistance improvements, and the approval of the form of a non-exclusive Party Membership Agreement with the Florida Green Finance Authority, a non-exclusive Interlocal Agreement with the Florida PACE Funding Agency, a non-exclusive Membership Agreement with the Green Corridor Property Assessment Clean Energy (PACE) District, and a non-exclusive Limited Purpose Party Membership Agreement with the Florida Resiliency and Energy District.

Note that if additional providers meeting the County's minimum requirements are identified at a later date, one or more additional agenda items to allow such providers to provide their PACE Program within the unincorporated areas of the County will be brought to the BOCC for consideration.

Financial Impact Statement:

There is no direct financial impact to the County associated with this agenda item. Limited staff resources may be required to coordinate with each provider as their program is being implemented.

Background:

PACE is a voluntary financing method that provides funds to residential, commercial, or industrial property owners seeking to make qualified energy or wind-hardening improvements to their property. In Florida, PACE is governed by the requirements and qualifications defined in Section 163.08, Florida Statutes.

Unlike traditional loans, the obligation to repay a PACE loan is handled through a lien on the property being improved. Payments are handled through a non-ad valorem assessment on the annual property tax bill, and the obligation to repay the loan passes to the new owners when the property is sold. Also unlike traditional loans, the borrower's credit rating is not a factor in qualifying for a PACE loan, nor does a PACE loan itself impact the borrower's credit rating. Instead, Florida statute defines the requirements a borrower must meet to qualify for a PACE loan.

At the BOCC's direction, the County first started monitoring PACE back in 2011, and the first staff report on PACE was presented to the BOCC on February 22, 2012. At that time, the BOCC instructed staff to issue a Request for Information, which was issued on May 22, 2012. Staff provided a follow-up report to the BOCC on November 15, 2012 summarizing the vendor responses. Since PACE was very new in Florida, and also since certain regulatory issues and lawsuits were pending, staff was instructed to monitor PACE and provide a follow-up report in 18 months, which was provided on June 19, 2013. At that time, the BOCC instructed staff to continue monitoring PACE within the state since outstanding legal and regulatory issues were still unresolved. On November 13, 2014, another staff report was presented to the BOCC, and the BOCC voted to receive the report, with no action taken. In late 2016, the BOCC requested staff to provide an updated report on PACE, which was provided on November 16, 2016. At that time, staff was directed to develop minimum requirements and to issue a Request for Qualifications, and to pursue subscribing to the PACE Program of each provider meeting the minimum requirements. Staff issued the formal Request for Qualifications on January 6, 2017, with responses due by January 24, 2017. The form of each of the agreements with each of the program providers meeting such requirements is included in this agenda item as described in the attached resolution.

Note that if additional providers meeting the County's minimum requirements are identified at a later date, one or more additional agenda items to allow such providers to provide their PACE Program within the unincorporated areas of the County will be brought to the BOCC for consideration.

List Attachments:

PACE Resolution; Provider Agreements; Provider Formation Agreements; Request for Qualifications and Responses

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EXHIBIT C-1

Green Corridor Property Assessment Clean Energy (PACE) District Membership Agreement

**MEMBERSHIP AGREEMENT BETWEEN THE GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY (PACE) DISTRICT AND HILLSBOROUGH
COUNTY, FLORIDA**

This Membership Agreement (the "Membership Agreement") is entered into this ___ day of _____, 2017 by and between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic (the "Green Corridor"), and Hillsborough County, Florida, a political subdivision of the State of Florida (the "County") (collectively, the "Parties") for the purpose of providing a PACE program within the unincorporated areas of Hillsborough County (the "Unincorporated Area").

RECITALS

WHEREAS, on August 6, 2012, the Green 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 February 15, 2017, the Hillsborough County Board of County Commissioners adopted Resolution No. R (the "County Resolution"), which, inter alia, approved the form of this Membership Agreement to enable the County to join the Green Corridor as a non-voting member in order to finance qualifying improvements in the Unincorporated Area in accordance with Section 163.08, Florida Statutes; and

WHEREAS, the Parties have determined that entering into this Membership Agreement is in the best interest and welfare of the property owners within the Green Corridor and Hillsborough County.

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. Purpose. The purpose of this Membership Agreement is to facilitate the financing of qualifying improvements for property owners within the Unincorporated Area in accordance with Section 163.08, Florida Statutes, by virtue of the County's joining the Green Corridor as a non-voting member and utilizing the Green Corridor's existing program (the "Program").
3. Qualifying Improvements. The County shall allow the Green Corridor to provide financing of qualifying improvements, as defined in Section 163.08, Florida Statutes, on properties within the Unincorporated Area.
4. Non-Exclusive. The Green Corridor Program is non-exclusive, meaning the County specifically reserves the right to join any other entity providing a similar program under Section 163.08, Florida Statutes, or create its own program under Section 163.08, Florida Statutes.

5. Program Guidelines: The Parties agree that, unless the County desires to implement its own local program guidelines as described below, the Program to be offered in the Unincorporated Area will be wholly governed by the Green Corridor's Program Guidelines. If the County desires to implement its own local program guidelines, it may do so upon sixty (60) day's written notice to the Green Corridor. Any such local program guidelines can be amended and changed only by the authorized designee of the County. Such local program guidelines shall be consistent with the Green Corridor's guidelines. The County may adopt more restrictive guidelines than that of the Green Corridor. However, if there is a conflict between the Green Corridor's guidelines and the County's guidelines, the Green Corridor's guidelines shall control.
6. Boundaries: Pursuant to this Membership Agreement, the boundaries of the Green Corridor shall include the legal boundaries of the Unincorporated Area, which boundaries may be limited, expanded, or more specifically designated from time to time by the County by providing written notice to the Green Corridor. As contemplated in the Interlocal Agreement (as defined in Section 8) and as supplemented by this Membership Agreement, the Green Corridor will, on a non-exclusive basis, levy voluntary non- ad valorem special assessments on the benefitted properties within the boundaries of the Unincorporated Area to help finance the costs of qualifying improvements for those individual properties. Those properties receiving financing for qualifying improvements shall be assessed from time to time, in accordance with Section 163.08, Florida Statutes and other applicable law. Notwithstanding termination of this Membership Agreement or notice of a change in boundaries by the County as provided for above, those properties that have received financing for qualifying improvements shall continue to be a part of the Green Corridor, until such time that all outstanding debt has been satisfied.
7. Financing Agreement. The Parties agree that the Green Corridor may enter into a financing agreement, pursuant to Section 163.08, Florida Statutes, with property owner(s) within the Unincorporated Area who obtain financing through the Green Corridor.
8. Amended and Restated Interlocal Agreement. The Parties agree that the County shall be subject to all terms, covenants, and conditions of the Amended and Restated Interlocal Agreement recorded in the Official Records of Miami-Dade County at Official Records Book 28217, Page 0312, which created the Green Corridor (the "Interlocal Agreement"). In the event of any conflict between the Interlocal Agreement and this Membership Agreement, this Membership Agreement shall control the rights and obligations of the County.
9. Responsibilities of the Green Corridor; Indemnification. The Parties understand that indemnification of the Green Corridor members is provided for in Section 16 of the Interlocal Agreement, and that such provisions shall apply to the County. The Parties further acknowledge that pursuant to the Green Corridor's Third Party Administrator Agreement, as amended, the Third Party Administrator's

indemnification of the Green Corridor extends to local government members of the Green Corridor, and their officers, agents, and employees. Moreover, the Green Corridor shall be solely responsible and shall indemnify the County for all matters associated with origination, funding, financing and administration of each of the Green Corridor's authorized non-ad valorem assessments, including responding to any complaints or inquiries by participants, tax certificate holders, lenders or others relating to the Program's special assessments, the Program's financing agreements, the Program's qualifying improvements, or any other aspect of the Program. At the sole discretion of the Green Corridor, any of its responsibilities specified in this section, may be delegated to the Third Party Administrator; however, the Green Corridor is still responsible for satisfying the enumerated responsibilities, including but not limited to, indemnification of the County, in the event the Third Party Administrator fails to do so.

10. Agreements with Tax Collector, Property Appraiser and Municipalities. The Green Corridor acknowledges that the County has no authority to bind the County Tax Collector and the County Property Appraiser, and the Green Corridor will be required to enter into separate agreement(s) with the County Tax Collector and/or the County Property Appraiser, which shall establish the fees (if any) to be charged by the Tax Collector and Property Appraiser for the collection or handling of the Program's special assessments. The Green Corridor also acknowledges that the County has no authority to contractually bind the incorporated municipalities in the County, and the Green Corridor will be required to enter into separate agreements with the incorporated municipalities in the County to the extent the Green Corridor wishes to extend the Program into such municipalities.
11. Resale or Refinancing of a Property. The Green Corridor recognizes that some lenders may require full repayment of the Program's special assessments upon resale or refinancing of a property subject to the Program's special assessments. The Green Corridor agrees to provide written disclosure of this matter to all Unincorporated Area property owners that may utilize the Program.
12. Reporting. Within sixty (60) days of the end of each calendar quarter (March, June, September, December) during the term of this Membership Agreement, the Green Corridor will provide the County a report containing the following information for Program activity within the unincorporated areas of the County: (a) number and type (energy efficiency, renewable energy, or wind-mitigation) of residential applications for the Program received during the quarter; (b) number and type of residential applications for the Program approved during the quarter; (c) dollar value of residential applications for the Program approved during the quarter; (d) number and type of commercial/industrial applications for the Program received during the quarter; (e) number and type of commercial/industrial applications for the Program approved during the quarter; (f) dollar value of commercial/industrial applications for the Program approved during the quarter; (g) total number and type of residential applications for the Program received since Program inception; (h) total number and type of residential applications for the Program approved since Program inception; (i) total dollar value of residential applications for the Program

approved since Program inception; (j) total number and type of commercial/industrial applications for the Program received since Program inception; (k) total number and type of commercial/industrial applications for the Program approved since Program inception; (l) total dollar value of commercial/industrial applications for the Program approved since Program inception; (m) estimate of Kilowatt hours (kWh) projected to be saved over the lifetime of the measures installed for all projects since Program inception; and (n) estimate of Green House Gas (GHG) reductions (in metric tons) projected to be saved over the lifetime of the measures installed for all projects since Program inception; provided, that any of the foregoing information not available to the Green Corridor as of the end of the first calendar quarter during the term of this Membership Agreement need not be included in such report prior to the report for the first calendar quarter in 2018.

13. Term. This Membership Agreement shall remain in full force and effect from the date of its execution by both Parties. Any Party may terminate this Membership Agreement upon ninety (90) days prior written notice.
14. Consent. This Membership Agreement and the County Resolution shall be considered the County's consent to joining the Green Corridor and participation therein, as required by Section 163.08, Florida Statutes.
15. Voting Rights. The Parties agree that the County shall be a non-voting member of the Green Corridor for the term of this Membership Agreement.
16. Negative Covenant Regarding Program Activity. The Green Corridor shall not include in any form of Program marketing or other activity any information concerning the County that is not supplied in writing, or otherwise consented to, by the County expressly for inclusion therein.
17. 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 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 Green Corridor:
 Paul Winkeljohn, Executive Director
 Green Corridor
 5385 Nob Hill Rd.
 Sunrise, FL 33351

If to the County:
 County Administrator
 Hillsborough County

601 E. Kennedy Boulevard, 26th Floor
Tampa, FL 33602

With a Copy to:
County Attorney
Hillsborough County
601 E. Kennedy Boulevard
Tampa, FL 33602

18. 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.
19. Joint Effort. The preparation of this Membership 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.
20. Merger. This Membership Agreement, together with the Green Corridor's response to the County's Request for Qualifications No. 7765 – Property Assessed Clean Energy (PACE) Program Provider (the "RFQ Response"), which is incorporated herein by reference and made a part hereof, 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 Membership 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 Membership Agreement. Moreover, in the event of any conflict between the provisions of this Membership Agreement and the RFQ Response, the provisions of this Membership Agreement shall take precedence over the conflicting provisions of the RFQ Response.
21. Assignment. The respective obligations of the Parties set forth in this Membership Agreement shall not be assigned, in whole or in part, without the written consent of the other Party hereto.
22. Records. The Parties shall each maintain their own respective records and documents associated with this Membership Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

23. No Third Party Beneficiaries. It is the intent and agreement of the Parties that this Agreement is solely for the benefit of the Parties and no person not a party hereto shall have any rights or privileges hereunder.
24. Severability. In the event a portion of this Membership Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.
25. Venue. The exclusive venue for any legal or equitable action against the County that arises out of or relates to this Membership Agreement shall be the appropriate state court in Hillsborough County.
26. Effective Date. This Membership Agreement shall become effective upon the execution by the Parties hereto.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Membership Agreement on this ____ day of _____, 2017.

ATTEST:

GREEN CORRIDOR PROPERTY
ASSESSMENT CLEAN ENERGY
(PACE) DISTRICT

By: _____
District Secretary

By: _____
Executive Director

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Weiss Serota Helfman
Cole & Bierman P.L., District Attorney

ATTEST: PAT FRANK
Clerk of Circuit Court

HILLSBOROUGH COUNTY,
FLORIDA

By: _____
Deputy Clerk
Hillsborough County Board of

By: _____
Stacy R. White, Chairman
County Commissioners

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

By: _____
Samuel S. Hamilton
Senior Assistant County Attorney

[SIGNATURE PAGE TO MEMBERSHIP AGREEMENT]

Holmes County

Gadsden County

Sarasota County

Manatee County

Monroe County

Lake County

Brevard County

Martin County

Clay County

Lee County

Collier County

Volusia County

St. Lucie County

Martin County

Polk County

Green Corridor

P.A.C.E. District

Summary of Invoices

March 27, 2017

Fund	Date	Check No.s	Amount
<i>General</i>	2/10/17	8-10	\$ 13,748.88
	2/15/17	11	\$ 485.00
	3/20/17	12-14	\$ 32,008.55
Total Invoices for Approval			\$ 46,242.43

*** CHECK DATES 01/13/2017 - 03/20/2017 ***

GREEN CORRIDOR - GENERAL FUND

BANK A GENERAL FUND

CHECK DATE	VEND#	INVOICE DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
2/10/17	00001	2/01/17	15	201702	310	51300	34000		MANAGEMENT FEES	*	1,000.00		
		2/01/17	15	201702	310	51300	49500		WEBSITE ADMIN	*	41.67		
		2/01/17	15	201702	310	51300	51000		OFFICE SUPPLIES	*	25.00		
		2/01/17	15	201702	310	51300	42500		COPIES	*	81.30		
GOVERNMENTAL MANAGEMENT SERVICES -												1,147.97	000008
2/10/17	00015	2/07/17	3417515	201702	310	51300	48000		NOTICE OF INTENT	*	795.08		
THE SUN												795.08	000009
2/10/17	00009	1/18/17	187637	201701	310	51300	31500		DEC 16 - GENERAL COUNSEL	*	11,805.83		
WEISS SEROTA HELFMAN COLE & BIERMAN												11,805.83	000010
2/15/17	00016	2/10/17	201702	201702	310	51300	48000		NOTICE OF INTENT	*	485.00		
CHIEFLAND CITIZEN												485.00	000011
3/20/17	00003	3/16/17	36752	201703	310	51300	48000		NOTICE OF INTENT	*	616.00		
ESCAMBIA SUN-PRESS, LLC												616.00	000012
3/20/17	00001	9/30/16	16	201609	310	51300	34100		SEP 16 - CONTRACT PROC'G	*	2,748.00		
		3/01/17	17	201703	310	51300	34000		MAR 17 - MGMT FEES	*	1,000.00		
		3/01/17	17	201703	310	51300	49500		MAR 17 - WEBSITE ADMIN	*	41.67		
		3/01/17	17	201703	310	51300	42000		MAR 17 - POSTAGE	*	1.84		
		3/01/17	17	201703	310	51300	42500		MAR 17 - COPIES	*	25.05		
		3/01/17	17	201703	310	51300	48000		MAR 17 - REIMB FOR ADS	*	9,463.70		
GOVERNMENTAL MANAGEMENT SERVICES -												13,280.26	000013
3/20/17	00009	3/01/17	188942	201701	310	51300	31500		JAN 17 - FINANCING AGMTS	*	1,365.00		
		3/01/17	188943	201701	310	51300	31500		JAN 17 - GENERAL COUNSEL	*	16,747.29		
WEISS SEROTA HELFMAN COLE & BIERMAN												18,112.29	000014
TOTAL FOR BANK A											46,242.43		
GRNC GREEN CORRIDOR PPOWERS													

GREEN CORRIDOR

P.A.C.E DISTRICT

BALANCE SHEET

February 28, 2017

	<u>General Fund</u>
<u>ASSETS:</u>	
CASH - Wells Fargo	\$159,574
Due from Other	\$153,825
	<hr/>
TOTAL ASSETS	\$313,399
	<hr/> <hr/>
 <u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$20,860
 <u>FUND EQUITY AND OTHER CREDITS:</u>	
RETAINED EARNINGS UNRESERVED	\$292,538
	<hr/>
TOTAL LIABILITIES & FUND EQUITY & OTHER CREDITS	\$313,399
	<hr/> <hr/>

GREEN CORRIDOR**P.A.C.E DISTRICT****General Fund**

Statement of Revenues & Expenditures

For The Period Ending February 28, 2017

<u>Description</u>	<u>ADOPTED BUDGET</u>	<u>PRORATED BUDGET THRU 2/28/2017</u>	<u>ACTUAL THRU 2/28/2017</u>	<u>VARIANCE</u>
<u>Income</u>				
District Recovery Fees	\$75,000	\$31,250	\$153,825	\$122,575
Interest Income	\$0	\$0	\$1	\$1
Total Income	\$75,000	\$31,250	\$153,826	\$122,576
<u>Expenditures</u>				
<u>Administrative</u>				
Attorney	\$5,000	\$2,083	\$41,594	(\$39,510)
Annual Audit	\$4,000	\$0	\$0	\$0
Management Fees	\$12,000	\$5,000	\$5,000	\$0
Telephone	\$50	\$21	\$0	\$21
Postage	\$125	\$52	\$4	\$49
Insurance	\$5,500	\$5,500	\$5,100	\$400
Printing & Binding	\$750	\$313	\$292	\$20
Legal Advertising	\$3,500	\$1,458	\$1,280	\$178
Other Current Charges	\$500	\$500	\$121	\$379
Website Compliance	\$500	\$208	\$208	(\$0)
Office Supplies	\$100	\$42	\$81	(\$39)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Total Expenses	\$32,200	\$13,269	\$53,855	(\$38,503)
Excess Revenues/Expenses	\$42,800		\$99,971	
Retain Earnings - Beginning			\$192,568	
Retain Earnings - Ending			\$292,538	