

VILLAGE HALL  
500 NE 87<sup>TH</sup> ST  
EL PORTAL, FL 33138  
CHRISTIA ALOU  
VILLAGE MANAGER



MAYOR CLAUDIA V. CUBILLOS  
VICE MAYOR OMARR C. NICKERSON  
COUNCILPERSON VIMARI ROMAN  
COUNCILPERSON ANDERS URBOM  
COUNCILPERSON LUIS PIRELA

**Virtual Regular Council Meeting  
Tuesday, June 23, 2020  
Agenda  
7:00 PM**

**Statement of Decorum**

Any person making a racial or slanderous remark or who becomes boisterous while addressing the Village Council, Staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. No signs or placards shall be allowed in the Village Hall. Person exiting the Village Hall shall do so quietly.

“Pursuant to Florida Statutes, Chapter 286.0105: If a person decided to appeal any decision made by the Board, Agency or Committee with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.”

- A. CALL TO ORDER..... Mayor Claudia V. Cubillos, Presiding**
- B. SILENT MEDITATION & PLEDGE .....Salute American Flag in Unison**
- C. ROLL CALL..... Yenise Jacobi, Village Clerk**
- D. APPROVAL OF AGENDA**
- E. APPROVAL OF MINUTES FOR THE FOLLOWING MEETING (S):**
  - E1. Approval of the Minutes for April 28,2020 Virtual Regular Council Meeting**
- F. ACKNOWLEDGMENT OF VISITORS AND/OR SPECIAL PRESENTATIONS:**
- G. GOOD AND WELFARE**

(Note: This section of the agenda is reserved in the spirit of a representative democracy “of, by, and for the people” and is specifically provided as a mechanism for the input and solutions on

matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

**Virtual Regular Council Meeting  
June 23, 2020  
Meeting Agenda**

**H. AGENDA ITEM:**

**I. RESOLUTIONS/ORDINANCES:**

**11. ORDINANCE 2020-11 RESTATE FINANCING AGREEMENT  
FIRST READING**

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**12. ORDINANCE 2020-12 STAGGERED TERMS  
FIRST READING**

A N ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, SUBMITTING TO THE VILLAGE ELECTORS A PROPOSED AMENDMENT TO THE REVISED VILLAGE CHARTER SECTION 2.03 TO PROVIDE THAT THE TERM OF OFFICE FOR THE VILLAGE COUNCIL MEMBERS SHALL BE STAGGERED WITH THE FIRST AND SECOND HIGHEST NUMBER OF VOTES SHALL BE FOUR YEARS AND THE TERM OF OFFICE FOR THE COUNCIL MEMBERS RECEIVING THE THIRD AND FOURTH HIGHEST NUMBER OF VOTES SHALL BE TWO YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**13. ORDINANCE 2020-13 VACANCIES FILLED BY COUNCIL  
FIRST READING**

ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, SUBMITTING TO THE VILLAGE ELECTORS A PROPOSED AMENDMENT TO THE REVISED VILLAGE CHARTER SECTION 2.05 TO PROVIDE THAT THE VILLAGE COUNCIL SHALL FILL VACANCIES BY UNANIMOUS VOTE OR BY SPECIAL ELECTION; FORFEITURE OF OFFICE FOR MISSING MEETINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**14. RESOLUTION NO.: 2020-15 EL PORTAL SUSTAINABILITY  
RESILIENCY TASK FORCE**

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING APPOINTMENTS TO THE EL PORTAL SUSTAINABILITY AND RESILIENCY TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE.

**15. RESOLUTION NO.: 2020-16 EXEMPT INFORMATION MIAMI  
DADE COUNTY PROPERTY APPRAISER**

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING THE AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**16. RESOLUTION NO.: 2020-17 TREE MATCHING GRANT**

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A STREET TREE MATCHING GRANT PROGRAM TREE PLANTING AGREEMENT WITH MIAMI-DADE COUNTY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**17. RESOLUTION NO.: 2020-18 AUTHORIZING MIAMI DADE  
CANVASSING BOARD GENERAL ELECTION**

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL FLORIDA, AUTHORIZING THE MIAMI-DADE CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL ELECTION OF EL PORTAL HELD ON NOVEMBER 3, 2020; SETTING AN EFFECTIVE DATE.

**18. RESOLUTION NO.: 2020-19 GENERAL ELECTIONS 2020**

A RESOLUTION OF THE VILLAGE THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA CALLING FOR A GENERAL ELECTIONS TO BE HELD ON NOVEMBER 3, 2020 IN THE VILLAGE OF EL PORTAL FOR THE PURPOSE OF ELECTING A MAYOR AND FOUR VILLAGE COUNCILPERSONS (DISTRICTS 1, 2, 3 and 4); PROVIDING FOR CONDUCT OF THE ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF THE ELECTIONS; PROVIDING FOR THE FORMS OF THE BALLOTS AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; AND EFFECTIVE DATE.

**19. RESOLUTION NO.: 2020-20**

**CORONAVIRUS AID  
MIAMI DADE COUNTY CARES ACT**

A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA ("BOARD OF COUNTY COMMISSIONERS") TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES) ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY ("COUNTY") TO THE VILLE OF EL PORTAL ("VILLAGE") AND TO OTHER UNITS OF LOCAL GOVERNMENT WITHIN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; FURTHER DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS.

**J. MAYOR, MANAGER, COMMITTEE & ATTORNEY REPORTS:**

- J1. Village Mayor Report - Mayor Claudia V. Cubillos**
- J2. Village Manager Report – Christia Alou**
- J3. Village Attorney Reports – Interim Attorney Norman Powell**

**K. UNFINISHED BUSINESS AND GENERAL ORDERS:**

**L. NEW BUSINESS:**

**M. GOOD AND WELFARE**

(Note: This section of the agenda is reserved in the spirit of a representative democracy "of, by, and for the people" and is specifically provided as a mechanism for the input and solutions on matters of concern of Villagers. We request that comments be limited to **3 MINUTES PER PERSON**, and that speakers and the audience maintain proper decorum at-large. The speaker should keep to only issues on the agenda.)

**N. ADJOURNMENT:**

Mayor & Councilpersons

**In accordance with the American With Disabilities Act of 1990, all persons with disabilities and who need special accommodations to participate in this meeting due to that disability should contact the Village Clerk's Office at (305) 795-7880 no later than two (2) business days prior to such proceeding.**

VILLAGE OF EL PORTAL, FLORIDA

ORDINANCE NO. 2020-11

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, APPROVING THE EXECUTION AND DELIVERY OF AMENDED AND RESTATED FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of El Portal, Florida Village Council (the "Issuer") is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida; and

WHEREAS, the Issuer previously issued its not to exceed \$1,250,000 Grant Proceeds Note, Series 2018 (Line of Credit) (the "Note") secured by a Financing Agreement between the Issuer and Florida Community Bank, N.A. (the "Financing Agreement") to finance for the Issuer the costs and expenses associated with the clean-up and reconstructive efforts related to the aftermath of hurricane Irma, including but not limited to debris removal (the "Project"); and

WHEREAS, the Issuer entered into the Amendment to Financing Agreement between the Issuer and Synovus Bank, successor by merger with Florida Community Bank, N.A., dated August 15, 2019 to extend the maturity of the Note and change the interest rate; and

WHEREAS, the Issuer has received a proposal from Synovus Bank (the "Bank") to extend the maturity of the Note; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or Village Manager to accept the offer from the Bank upon the terms and conditions set forth in the Amended and Restated Financing Agreement (the "Amended and Restated Agreement") and in the commitment dated May 5, 2020 submitted by the Bank, a copy of which is attached hereto as Exhibit B (the "Proposal").

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. APPROVAL OF THE AMENDED AND RESTATED FINANCING AGREEMENT. The Mayor or Village Manager, as attested by the Village Clerk and approved as to form and correctness by the Village Attorney, or any other appropriate officers of the Issuer, are hereby authorized and directed to execute and deliver the Amended and Restated Agreement, to be entered into by and between the Issuer and the Bank in substantially the form attached hereto as Exhibit A with such changes, insertions and omissions as may be approved by the Mayor or Village Manager, the execution thereof being conclusive evidence of such approval.

SECTION 4. OTHER INSTRUMENTS. The Mayor, the Village Clerk, the Village Manager, the Village Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Ordinance and the Amended and Restated Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Note, this Ordinance and the Amended and Restated Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Note Counsel or the Bank to amend the documents. All actions taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Note are hereby approved, confirmed and ratified.

[Remainder of page intentionally left blank]

SECTION 5. EFFECTIVE DATE. This Ordinance shall be effective immediately upon passage on second reading.

ENACTED by the Village Council of the Village of El Portal, Florida this \_\_\_\_\_ day of July, 2020.

PASSED, FIRST READING this \_\_\_ day of \_\_\_\_\_, 2020.

PASSED, SECOND READING this \_\_\_ day of \_\_\_\_\_, 2020.

**Village of El Portal, Florida**

By: \_\_\_\_\_  
Claudia Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Office of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

**RECORD OF COMMISSION VOTE: 1<sup>st</sup> Reading**

Councilperson Pirela :        \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Urbom:        \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Roman:        \_\_\_ (Yes) \_\_\_ (No)  
Vice Mayor Nickerson.:       \_\_\_ (Yes) \_\_\_ (No)  
Mayor Cubillos:                \_\_\_ (Yes) \_\_\_ (No)

**RECORD OF COMMISSION VOTE: 2<sup>nd</sup> Reading**

Councilperson Pirela :        \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Urbom:        \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Roman:        \_\_\_ (Yes) \_\_\_ (No)  
Vice Mayor Nickerson.:       \_\_\_ (Yes) \_\_\_ (No)  
Mayor Cubillos:                \_\_\_ (Yes) \_\_\_ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Ordinance No.: 2020-\_\_\_ adopted on \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Yenise Jacobi  
Village Clerk



EXHIBIT A

FORM OF AMENDED AND RESTATED FINANCING AGREEMENT

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**AMENDED AND RESTATED FINANCING AGREEMENT**

**By and Between**

**VILLAGE OF EL PORTAL, FLORIDA**

**and**

**SYNOVUS BANK**

**Dated July \_\_, 2020**

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**AMENDED AND RESTATED FINANCING AGREEMENT**

THIS AMENDED AND RESTATED FINANCING AGREEMENT (this "Agreement"), made and entered into this \_\_\_\_\_ day of July, 2020 by and between the VILLAGE OF EL PORTAL, FLORIDA (the "Issuer"), a municipal corporation in the State of Florida and its successors and assigns, and SYNOVUS BANK, a Georgia banking corporation, and its successors and assigns (the "Bank").

**WITNESETH:**

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement; and

WHEREAS, the Issuer, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended, the municipal charter of the Issuer, any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and the Ordinance, is authorized to incur debt to refinance the costs and expenses associated with the clean-up and reconstructive efforts, including, but not limited to debris removal related to the aftermath of hurricane Irma (the "Project"); and

WHEREAS, the Issuer previously issued its not to exceed \$1,250,000 Grant Proceeds Note, Series 2018 (Line of Credit) secured by a Financing Agreement between the Issuer and Florida Community Bank, N.A. ; and

WHEREAS, the Issuer previously entered into the Amendment to Financing Agreement between the Issuer and Synovus Bank, successor by merger with Florida Community Bank, N.A., dated August 15, 2019 to extend the maturity of the debt and change the interest rate; and

WHEREAS, the Issuer is willing to pledge for the repayment of such debt the Pledged Revenues; and

WHEREAS, the Bank has proposed the financing evidenced by this Agreement in accordance with the commitment of the Bank dated May 5, 2020 (the "Commitment"); and

WHEREAS, the Issuer has accepted the Commitment; and the Bank is willing to purchase the Note, but only upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Note shall evidence and secure the Issuer's obligation to repay the Loan and any other amounts due and owing by the Issuer to the Bank.

NOW, THEREFORE, the parties hereto agree as follows:

## ARTICLE I

### DEFINITION OF TERMS

**Section 1.01. Definitions.** Capitalized terms used in this Agreement shall have the followings meanings:

"Act" shall have the meaning assigned to that term in the recitals hereof.

"Agreement" shall mean this Amended and Restated Financing Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

"Authorized Officer" or "Authorized Officers" shall mean the Mayor, the Village Manager, the Finance Director or any officer or employee of the Issuer authorized to perform specific acts or duties hereunder by resolution duly adopted by the Village Council.

"Bank" shall mean Synovus Bank and its successors and assigns.

"Bond Counsel" shall mean Bryant Miller Olive P.A., Miami, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

"Business Day" shall mean any day other than a Saturday, a Sunday, or a day on which the payment office of the Bank is lawfully closed.

"Closing Date" means July \_\_\_\_\_, 2020 or such later date as may be agreed upon in writing by the Issuer and the Bank.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

"Default Rate" means 8.00% per annum.

"Event of Default" shall mean an Event of Default as defined in Section 5.01 of this Agreement.

"Fiscal Year" shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the Issuer may designate as its "fiscal year" as permitted by law.

"Grant Proceeds" shall mean the reimbursement proceeds received by the Issuer from any federal or state governmental agencies related to Hurricane Irma, including but not limited to, the Federal Emergency Management Agency.

"Issuer" shall mean the Village of El Portal, Florida, a municipal corporation.

"LIBOR" means the rate for U.S. dollar deposits of that many months maturity as reported on Telerate page 3750 as of 11:00 a.m., London time, on the second London business day before the relevant interest period begins (or if not so reported, then as determined by the Bank from another recognized bank or interbank quotation). Notwithstanding anything herein to the contrary, in the event the Bank determines that (i) the LIBOR rate is permanently or indefinitely unavailable or unascertainable, or ceases to be published by the LIBOR rate administrator or its successor, (ii) the LIBOR rate is determined to be no longer representative by the regulatory supervisor of the administrator of the LIBOR rate, (iii) the LIBOR rate can no longer be lawfully relied upon in contracts of this nature by either the Issuer or the Bank, or (iv) the LIBOR rate does not accurately and fairly reflect the cost of making or maintaining the type of loan under this Agreement and in any such case, such circumstances are unlikely to be temporary, then, at the election of the Bank, all references to the LIBOR rate herein will instead be to a replacement rate determined by the Lender, acting in good faith and giving due consideration to any then-prevailing market conventions for replacing the LIBOR rate in this type of agreement, including any adjustment to the replacement rate to reflect a different credit spread, term or other mathematical adjustment deemed necessary by the Bank in its sole judgment. The Bank will provide reasonable notice to the Issuer of such replacement rate and the date on which it will become effective.

"Loan" shall mean the loan made to the Issuer from the Note proceeds to refinance the Project.

"Maturity Date" shall mean the date on which all principal and all unpaid interest accrued on the Note shall be due and payable in full, which date shall be, if not sooner due to prepayment, the date which is 364 days from the Closing Date (July \_\_, 2020).

"Mayor" shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

"Note" means the Note in the form of Appendix A referred to in Section 3.02 hereof and issued pursuant to the provisions hereof and of the Ordinance.

"Note Rate" shall mean a rate per annum equal to 2.05% plus the one month LIBOR rate, as the same may vary from time to time, but the Note Rate shall never be less than 2.80%; provided, however, that upon the occurrence of an Event of Default the Note Rate shall immediately and automatically become the Default Rate until such Event of Default is cured.

"Noteholder" shall mean the Bank as the initial holder of the Note and any subsequent registered holder of the Note.

"Ordinance" shall mean collectively, Ordinance No. 2018-05 related to the Note which was enacted by the Village Council of the Issuer on July 31, 2018, Ordinance No. 2019-03 enacted by the Village Council of the Issuer on August 13, 2019 and Ordinance No. 2020-\_\_\_\_\_ enacted by the Village Council of the Issuer on July \_\_\_\_, 2020.

"Pledged Revenues" shall mean Grant Proceeds and ad valorem revenues of the Issuer.

"Project" shall have the meaning assigned to that term in the recitals hereof.

"Registrar" shall mean the Finance Director.

"Village Manager" shall mean the Village Manager of the Issuer, or any interim, acting or assistant Village Manager of the Issuer.

"Village Attorney" shall mean the Village Attorney of the Issuer, or any assistant or deputy Village Attorney.

**Section 1.02. Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Ordinance. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**Section 1.03. Titles and Headings.** The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES OF THE PARTIES

**Section 2.01. Representations and Warranties of Issuer.** The Issuer represents and warrants to the Bank as follows:



(a) Existence. The Issuer is a municipal corporation of the State of Florida, duly created and validly existing under the laws of the State of Florida. The making, execution and performance of this Agreement on the part of the Issuer and the issuance and delivery of the Note have been duly authorized by all necessary action on the part of the Issuer and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the Issuer or any of its material properties are bound.

(b) Validity, Etc. This Agreement and the Note are and will be valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Powers of Issuer. The Issuer has the legal power and authority to pledge the Pledged Revenues to repayment of the Note in the manner and to the extent described herein.

(e) Accuracy of Information. The Bank's commitment to enter into this Agreement, as expressed in the Commitment, is based on the accuracy and the Issuer's representations and warranties including those related to the Grant Proceeds. Nothing furnished to the Bank includes and false or misleading statements.

**Section 2.02. Representations and Warranties of Bank.** The Bank represents and warrants to the Issuer as follows:

(a) Existence. The Bank is a Georgia banking corporation, with full power to enter into this Agreement, to perform its obligations hereunder and to make the Loan. The performance of this Agreement on the part of the Bank and the making of the Loan has been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(b) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (including creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(c) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the Loan and investing in the Note; (ii) has received and reviewed such financial information

concerning the Issuer as it has needed in order to fairly evaluate the merits and risks of making the Loan and investing in the Note; and (iii) is purchasing the Note as an investment for its own account and not with a view toward resale to the public. The Bank will not transfer the Note except to an "accredited investor" as such term is defined in Regulation D to the Securities Act of 1933, as amended.

[Remainder of Page Intentionally Left Blank]

## ARTICLE III

### LOAN

**Section 3.01. Commitment to Lend; Use of Proceeds.** The Bank agrees, on the terms and conditions set forth in this Agreement, to lend to the Issuer \$1,250,000, to be used by the Issuer to refinance costs of the Project.

**Section 3.02. Interest.**

(a) The Note shall bear interest on the outstanding principal amount thereof, for each day from and including the date such Loan is made until it is paid in full, at a rate per annum equal to the Note Rate.

(b) The Issuer agrees to pay to the Bank interest on the first day of each month commencing August 1, 2020 until the Maturity Date, unless earlier repaid. In the event the Closing Date is any other day other than the first day of a calendar month, interest shall be pro-rated and paid on the basis of a 30-day month.

**Section 3.03. Principal.**

(a) *Optional Prepayment.* The Issuer may prepay the Loan, without penalty or premium, in whole or in part at any time, or from time to time.

(b) *Mandatory Repayment.* The Issuer shall prepay the Loan upon receipt of Grant Proceeds and on the Maturity Date.

**Section 3.04. General Provisions as to Payments.** The Issuer shall make each payment of principal and interest on the Loan to the Bank, when due, in federal or other immediately available funds. All payments by the Issuer to the Bank hereunder shall be nonrefundable and made in lawful currency of the United States. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the immediately succeeding Business Day, and, in the case of the computation of the interest hereunder, such extension of time shall be included in the computation of the payment due hereunder through the date payment is received.

**Section 3.05. Computation of Interest.** Interest on the Loan shall be computed on the basis of a 30-day month and a 360-day year.

**Section 3.06. Compliance with Section 215.84, Florida Statutes.** The Issuer represents, warrants, and covenants that the Note Rate is in compliance with Section 215.84, Florida Statutes.

**Section 3.07. Registration of Transfer; Assignment of Rights of Bank.** The Issuer shall keep at the office of the Finance Director in the Issuer's records the registration of the Note and the registration of transfers of the Note as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Note may be registered only upon the books kept for the registration of the Note and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Note attached as Appendix A to this Agreement; provided, however, that the Note may be transferred only in whole and not in part. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the applicable Note a new Note registered in the name of the transferee. In all cases in which the Note shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Note in accordance with the provisions of this Agreement. The Issuer may make a charge for every such registration of transfer of the Note sufficient to reimburse it for any tax or other governmental charges (other than charges of the Issuer which shall not be assessed) required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Note shall be issued in fully registered form and shall be payable in any coin or currency of the United States.

The registration of transfer of the Note on the registration books of the Issuer shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The Issuer and the transferor shall execute and record such instruments and take such other actions as the Issuer and such transferee may reasonably request in order to confirm that such transferee has succeeded to the capacity of Bank under this Agreement and the Note.

In the event the Note is mutilated, lost, stolen, or destroyed, the Issuer shall execute a new Note of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the Issuer, and in the case of any lost, stolen, or destroyed Note, there first shall be furnished to the Issuer evidence of such loss, theft or destruction together with an indemnity satisfactory to it.

Notwithstanding anything herein to the contrary, no transfer shall be permitted absent the Issuer's (and the Bank's) receipt of a certificate in form and substance similar to the one attached to the Ordinance.

**Section 3.09. Ownership of the Note.** The person in whose name the Note is registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the Note shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note, and interest thereon, to the extent of the sum or sums so paid.

**Section 3.10. Use of Proceeds of Note Permitted Under Applicable Law.** The Issuer represents, warrants and covenants that the proceeds of the Note will be used solely to refinance the Project and to pay the costs of issuance related thereto, and that such use is permitted by applicable law.

**Section 3.11. Authentication.** Only if the Note shall have endorsed thereon a certificate of authentication substantially in the form set forth in Appendix A, duly executed by the manual signature of the Registrar and authenticating agent, shall it be entitled to any benefit or security under this Agreement. The Note shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the Registrar and such certificate of the Registrar upon any such Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Agreement.

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## ARTICLE IV

### COVENANTS OF THE ISSUER

**Section 4.01. Performance of Covenants.** The Issuer covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Note or in any proceedings of the Issuer relating to the Loan.

**Section 4.02. Payment of Note.**

(a) The Issuer covenants that it will promptly pay the principal of and interest on the Note at the place, on the dates and in the manner provided herein and in the Note, in accordance with the terms thereof.

(b) The Note will be a special obligation of the Issuer secured by the Pledged Revenues, in the manner and to the extent described herein. The Note will not constitute a general obligation or indebtedness of the Issuer as a "bond" (except to the extent provided herein) or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the Issuer (except to the extent provided herein) or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Note, and the Noteholder shall never have the right to compel any exercise of any ad valorem taxing power of the Issuer or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment.

**Section 4.03. Tax Covenant.** The Issuer covenants to the purchasers of the Note provided for in this Agreement that the Issuer will not make any use of the proceeds of the Note at any time during the term of such Note which, if such use had been reasonably expected on the date the Note was issued, would have caused such Note to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Note from the gross income of the holders thereof for purposes of federal income taxation.

**Section 4.04. Budget and Other Financial Information.** The Issuer shall provide the Noteholder with a copy of the Issuer's financial statements audited by a firm of independent certified public accountants and accompanied by an audit opinion of such accountants without qualification within 270 days after the end of the Fiscal Year. In addition, the Issuer shall provide a copy of its annual budget within 60 days after adoption.

**Section 4.05. Compliance with Laws and Regulations.** The Issuer is compliance and shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition and maintenance of the Project.

**Section 4.06. Insurance.** The Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated municipality and shall upon request of the Bank, provide evidence of such coverage to the Bank.

**Section 4.07. Application of Proceeds of Note; General Fund.** At the time of delivery of the Note herein authorized, proceeds from the sale of the Note shall be deposited into the General Fund of the Issuer and used to refinance the Project.

**Section 4.08. Records.** Books and records of the Issuer shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles. The Issuer agrees that any and all records of the Issuer related to the Note shall be open to inspection by the Bank or its representatives at all reasonable times at the office of the Issuer.

**Section 4.09. Notice of Liabilities.** The Issuer shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligation under the Note.

**Section 4.10. Existence.** The Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality and shall not voluntarily dissolve.

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## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

**Section 5.01. Events of Default.** Each of the following is hereby declared an "Event of Default:"

(a) payment of the interest on or principal of the Note shall not be made when the same shall become due and payable; or

(b) default in the performance or observance of any covenant or agreement contained in this Financing Agreement or the Note (other than set forth in (a) above) and fails to cure the same within thirty (30) days after (1) notice thereof to the Issuer by the Bank or (2) the Bank is notified of such noncompliance or should have been notified, whichever is earlier; or

(c) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; or

(d) any representation or warranty made in writing by or on behalf of the Issuer in any loan documents related to the Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(e) failure of the Issuer to promptly remove an execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under the Note.

**Section 5.02. Notices of Default.** The Issuer shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing (a) upon the happening, occurrence, or existence of any Event of Default that the Bank is not otherwise aware of, and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank, with such written notice, a detailed statement by a responsible officer of the Issuer of all the relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto.

**Section 5.03. Exercise of Remedies.** Upon the occurrence and during the continuance of an Event of Default, the Noteholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or



equitable remedy, as the Noteholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Noteholder shall have the right to bring a mandamus action to require the Issuer to perform its obligations under Article IV of this Agreement.

In addition, (i) during the continuance of any Event of Default the interest rate borne by the Note shall be the Default Rate (unless waived by the Bank) and (ii) if any payment due to the Bank hereunder or under the Note is not paid within fifteen days after the due date, the Issuer will on demand pay the Bank a fee in the amount of 6% of the late payment amount.

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## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.01. Covenants of Issuer, Etc.; Successors.** All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

**Section 6.02. Term of Agreement.** This Agreement shall be in full force and effect from the date hereof until the Note and all other sums payable to the Bank hereunder have been paid in full and shall survive the termination of this Agreement in relation to those provisions that deal with retroactive cost increases for the Bank in relation to the tax exempt status of the Note.

**Section 6.03. Amendments and Supplements.** This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Issuer and the Noteholder.

**Section 6.04. Notices.** Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Issuer or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

- (a) As to the Issuer:  
Village of El Portal, Florida  
500 NE 87<sup>th</sup> Street  
El Portal, Florida 33138  
Attention: Village Manager
  
- (b) As to the Bank:  
Synovus Bank  
1148 Broadway  
Columbus, Georgia 31901  
Attention: Loan Operations  
E-mail: [pubfunds@synovus.com](mailto:pubfunds@synovus.com)

With a copy to:  
Synovus Bank

2500 Weston Road, #300  
Westin, Florida 33331  
Attention: Rafael Borrero, Vice President  
Government Solutions Group  
E-mail: Rafael.borrero@synovus.com

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

**Section 6.05. Benefits Exclusive.** Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Issuer and the Noteholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and the Noteholder.

**Section 6.06. Severability.** In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Note shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Note, but this Agreement, any amendment or supplement hereto and the Note shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Note or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent from time to time permitted by law.

**Section 6.07. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

**Section 6.08. Applicable Law.** This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

**Section 6.09. No Personal Liability.** Notwithstanding anything to the contrary contained herein or in the Note, or in any other instrument or document executed by or on behalf of the Issuer in connection herewith, no stipulation, covenant, agreement or obligation of any present or future member of the Village Council, officer, employee or agent of the Issuer, officer, employee or agent of a successor to the Issuer, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach

or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Note or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Issuer or any successor to the Issuer, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

**Section 6.10. Incorporation by Reference.** All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

**Section 6.11. No Advisory or Fiduciary Relationship.** In connection with all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Issuer acknowledges and agrees, that: (a) (i) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Bank is not acting as a municipal advisor or financial advisor to the Issuer, and (iv) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer or any other person and (ii) the Bank has no obligation to the Issuer, with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Bank has no obligation to disclose any of such interests to the Issuer. This Agreement is entered into pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 et seq, to the extent that such rules apply to the transactions contemplated hereunder.

**Section 6.12. Marketing.** The Issuer acknowledges and agrees that the Bank shall be permitted to use information related to this Agreement in connection with marketing, press releases or other transactional announcements or updates provided to investors or trade publications, including, but not limited to, the placement of the logo of the Bank or other identifying name on marketing materials or of "tombstone" advertisements in publications of Bank's choice at Bank's expense.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

VILLAGE OF EL PORTAL, FLORIDA

By: \_\_\_\_\_  
Claudia V. Cubillos  
Mayor

(SEAL)

ATTEST:

By: \_\_\_\_\_  
Yenise Jacobi  
Village Clerk

[Signature Page to Financing Agreement]

**SYNOVUS BANK**

By: \_\_\_\_\_  
**Rafael Borrero**  
**Vice President**

[Signature Page to Amended and Restated Financing Agreement]

**APPENDIX A**

**FORM OF NOTE**

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A BANK'S CERTIFICATE IN THE FORM ATTACHED TO THE ORDINANCE CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS A BANK, TRUST COMPANY, SAVINGS INSTITUTION, INSURANCE COMPANY, DEALER, INVESTMENT COMPANY, PENSION OR PROFIT-SHARING TRUST, OR QUALIFIED INSTITUTIONAL BUYER AS CONTEMPLATED BY SECTION 517.061(7), FLORIDA STATUTES.

July \_\_\_\_, 2020

\$1,250,000

**VILLAGE OF EL PORTAL, FLORIDA  
GRANT PROCEEDS NOTE, SERIES 2020**

For value received, the VILLAGE OF EL PORTAL, FLORIDA (the "Issuer"), a municipal corporation duly, organized and existing under the laws of the State of Florida, promises to pay, from the sources as set forth in the Amended and Restated Financing Agreement (defined herein), to the order of Synovus Bank (the "Bank") at the office of the Bank specified in the Amended and Restated Financing Agreement, the principal amount of \$1,250,000 and all other amounts payable to the Bank pursuant to the Amended and Restated Financing Agreement, in lawful money of the United States of America in federal or other immediately available funds, and to pay, from the sources set forth in the Amended and Restated Financing Agreement, interest on the unpaid principal amount hereof for each day from the date the Note is paid in full in like money and funds at such office and on such dates as are specified in such Amended and Restated Financing Agreement and at the interest rate specified therein. The principal amount, all other amounts payable to the Bank pursuant to the Amended and Restated Financing Agreement and the interest thereon shall be payable in the amounts, at the rates and on the dates specified in the Amended and Restated Financing Agreement.

Presentation, demand, protest and notice of dishonor are hereby waived by the undersigned.

This Note is subject to the terms of the Amended and Restated Financing Agreement dated as of July \_\_\_\_, 2020, as amended from time to time, by and between the Issuer and the Bank (the "Amended and Restated Financing Agreement"). All terms used herein and not defined shall have the same meaning as in the Amended and Restated Financing Agreement. Reference is made to the Amended and Restated Financing Agreement for provisions for the prepayment hereof, which prepayment can be made without premium or penalty as provided

in the Amended and Restated Financing Agreement. If the holder enforces this Note upon default, the maker shall reimburse the holder for all reasonable costs and expenses incurred by the holder in collection, including reasonable attorneys' fees and expenses. This Note shall be construed under and governed by the laws of the State of Florida.

This Note, including the interest hereon, is payable solely from the sources set forth in the Amended and Restated Financing Agreement; and this Note shall not be deemed to constitute an obligation of the State of Florida, or any political subdivision thereof, and neither the State nor any of its political subdivisions, other than the Issuer, shall be liable hereon. Reference is made to the Amended and Restated Financing Agreement and such Ordinance for the provisions relating to the source of security for this Note and the duties and obligations of the Issuer.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the incurring of the indebtedness evidenced by this Note and issuance of this Note exist, have happened, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida, including the Act.

Made and executed on the day and year first above written.

VILLAGE OF EL PORTAL, FLORIDA

[SEAL]

Attest:

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Village Clerk



REGISTRAR'S CERTIFICATE OF AUTHENTICATION

Date of Authentication: July \_\_\_\_, 2020

This Note is being duly executed by the manual signature of the Registrar and authenticating agent and delivered pursuant to the Amended and Restated Financing Agreement. This certificate of authentication upon this Note serves as conclusive evidence that this Note is now valid and/or obligatory, as duly authenticated and delivered under the Financing Agreement.

Finance Director,  
as Registrar

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Finance Director

**EXHIBIT B**  
**PROPOSAL**

**ORDINANCE NO.: 2020-12**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, SUBMITTING TO THE VILLAGE ELECTORS A PROPOSED AMENDMENT TO THE REVISED VILLAGE CHARTER SECTION 2.03 TO PROVIDE THAT THE TERM OF OFFICE FOR THE VILLAGE COUNCIL MEMBERS SHALL BE STAGGERED WITH THE FIRST AND SECOND HIGHEST NUMBER OF VOTES SHALL BE FOUR YEARS AND THE TERM OF OFFICE FOR THE COUNCIL MEMBERS RECEIVING THE THIRD AND FOURTH HIGHEST NUMBER OF VOTES SHALL BE TWO YEARS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of El Portal (“Village”) was incorporated on December 10, 1937 and continues to exist pursuant to the Constitution of the State of Florida and the Home Rule Charter of Miami-Dade County; and

**WHEREAS**, the Village operates pursuant to the Village Charter as revised in 2002 (“Charter”); and

**WHEREAS**, Section 6.02(a)(1) of the Charter provides that the Charter may be amended by ordinance; and upon passage, the proposed amendment shall be submitted to a vote of the Village electors at the next general election held within the Village or at a special election called for such purpose; and

**WHEREAS**, the proposed Charter Amendment is set forth in its final form in this Ordinance; and

**WHEREAS**, the proposed amendment shall be submitted to the electorate at the next general election that will be held within the Village on November 2, 2020, as called for and provided herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;**

**Section 1.** The foregoing recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

**Section 2.** The Charter shall be amended to include Section 2.03 entitled “Election and Term of Office” in the following particulars:

Section 2.03. – Election and Term of Office.

Each councilperson (including the Mayor) shall be elected from a "seat" as defined herein, to serve a term of two years. The term of office of the councilperson receiving the first and second highest number of votes shall be four (4) years and the term of office of the councilperson receiving the third and fourth highest number of votes shall be two (2) years. The Mayor shall be elected to a term of two (2) years.

**Section 3.** A referendum election is hereby called and will be held on the 2nd day of November, 2020 at the regular Village Election to be held on said date for the consideration by the voters of the Village of El Portal of the proposed amendment to the Village Charter. The question to appear on the referendum ballot reflecting the proposed amendment to the Village Charter at the election scheduled for November 2, 2020 shall be as follows:

**Question No. \_\_\_\_\_**

**Council Term Of Office**

Should the Village Charter be amended to provide that the term of office for the council members shall be staggered with the councilperson receiving the first and second highest number of votes shall be four (4) years and the term of office of the councilperson receiving the third and fourth highest number of votes shall be two (2) years.

Yes – for Approval

No – for Rejection.

**Section 4.** The Village Clerk is directed to notify the Miami-Dade County Supervisor of Elections that the referendum item provided above shall be considered at the regular Village election to be held on November 2, 2020 by the electors of the Village of El Portal.

**Section 5.** This Ordinance shall be published in accordance with law.

**Section 6.** If any section, subsection, sentence, clause, phrase of this Ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected hereby.

**Section 7.** The provisions of the Ordinance shall take effect immediately upon its passage and adoption. The amendment to the Charter shall take effect only upon approval of a majority of the Village electors voting at the referendum election on each issue and upon filing of the amended Charter with the amendment approved by the Village's electors with the Secretary of the State of Florida.

**FIRS READING PASSED AND ADOPTED** by the Village Council of the Village of El Portal Florida, this \_\_\_ day of \_\_\_\_\_, 2020.

**SECOND READING PASSED AND ADOPTED** by the Village Council of the Village of El Portal Florida, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

Vote:

Councilperson Pirela:	____(Yes)	____(No)
Councilperson Urbom:	____(Yes)	____(No)
Councilperson Roman:	____(Yes)	____(No)
Vice Mayor Nickerson.:	____(Yes)	____(No)
Mayor Cubillos:	____(Yes)	____(No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

**ORDINANCE NO.: 2020-13**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL, FLORIDA, SUBMITTING TO THE VILLAGE ELECTORS A PROPOSED AMENDMENT TO THE REVISED VILLAGE CHARTER SECTION 2.05 TO PROVIDE THAT THE VILLAGE COUNCIL SHALL FILL VACANCIES BY UNANIMOUS VOTE OR BY SPECIAL ELECTION; FORFEITURE OF OFFICE FOR MISSING MEETINGS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of El Portal (“Village”) was incorporated on December 10, 1937 and continues to exist pursuant to the Constitution of the State of Florida and the Home Rule Charter of Miami-Dade County; and

**WHEREAS**, the Village operates pursuant to the Village Charter as revised in 2002 (“Charter”); and

**WHEREAS**, Section 6.02(a)(1) of the Charter provides that the Charter may be amended by ordinance; and upon passage, the proposed amendment shall be submitted to a vote of the Village electors at the next general election held within the Village or at a special election called for such purpose; and

**WHEREAS**, the proposed Charter Amendment is set forth in its final form in this Ordinance; and

**WHEREAS**, the proposed amendment shall be submitted to the electorate at the next general election that will be held within the Village on November 2, 2020, as called for and provided herein;

**NOW, THEREFORE, BE IT ORDAINED BY THE EL PORTAL VILLAGE COUNCIL;**

**Section 1.** The foregoing recitals and findings contained in the Preamble to this Ordinance are adopted by reference and incorporated as if fully set forth in this Section.

**Section 2.** The Charter shall be amended to include Section 2.07 entitled “Vacancies; forfeiture of office; filing vacancies” in the following particulars:

Section 2.05. - Vacancies; forfeiture of office; filling of vacancies.

(a) Vacancies. The office of a Councilperson shall become vacant upon his/her death, resignation, removal from office in any manner prescribed by law, or by forfeiture of his/her office.

(b) Forfeiture of office.

(1) Forfeiture by disqualification. A Councilperson shall forfeit his/her office if at any time during his/her term s/he (A) ceases to maintain his/her permanent residence in the Village, or (B) otherwise ceases to be a qualified elector of the Village, or (C) misses four (4) consecutive regular meetings without being excused by the Council for any meetings missed. A Council member shall forfeit his/her office if he/she misses six (6) regular meetings during any one-year period commencing January 1 and ending December 31.

(c) Filling of vacancies. A vacancy on the Council shall be filled as follows:

(1) — If less than six (6) months remain in the unexpired term, the vacancy shall be filled by unanimous vote of the remaining Councilmembers constituting a quorum within thirty (30) calendar days following the occurrence of the vacancy.

(2) If six (6) months or more remain in the unexpired term, the vacancy may be filled by a unanimous vote of the remaining councilmembers within thirty (30) calendar days following the occurrence of the vacancy or pursuant to a Special Election which shall occur within forty five (45) days from the date of said vacancy or as soon as allowed by the Supervisor of Elections, in no case to exceed ninety (90) days.

(3) If the Council fails to fill such vacancy by appointment or call a Special Election as provided in subsection (2) above within thirty (30) days after the occurrence of a vacancy, the Mayor shall forthwith call a special election and provide a period for qualification of candidates all within the times provided in said subsection (2); provided, however, that such Special Election must be held more than one hundred twenty (120) days prior to the next regular election.

(4)

(0) If the Mayor's position becomes vacant, the Vice-Mayor shall complete the term of Mayor. Any vacancy thus created on the Council shall be filled in the manner that the vacancy of a Councilperson is generally filled under this Revised Charter. The Council shall then elect a new Vice-Mayor.

(5) Persons filling vacancies shall meet the qualifications specified in this Article II.

(6) If no candidate for a vacancy meets the qualifications under this Article for that vacancy, the Council shall appoint a person qualified under this Article to fill the vacancy.

(7) Notwithstanding any quorum requirements established herein, if at any time the full membership of the Council is reduced to less than a quorum, the remaining members may, by unanimous vote, appoint additional members to the extent otherwise permitted or required under this subsection (c).

(8) In the event that all the members of the Council are removed by death, disability, recall, forfeiture of office and/or resignation, the Governor shall appoint interim Councilpersons who shall call a special election within not less than thirty (30) days or more than sixty (60) days after such appointment. Such election shall be held in the same manner as the elections under this Revised Charter; provided, however, that if there are fewer than six (6) months remaining in the unexpired terms, the interim Councilpersons appointed by the Governor shall serve out the unexpired terms. Gubernatorial appointees must meet all requirements for candidates provided for in Article II of this Revised Charter.

**Section 3.** A referendum election is hereby called and will be held on the 2nd day of November, 2020 at the regular Village Election to be held on said date for the consideration by the voters of the Village of El Portal of the proposed amendment to the Village Charter. The question to appear on the referendum ballot reflecting the proposed amendment to the Village Charter at the election scheduled for November 3, 2020 shall be as follows:

**Question No.**

**Council Vacancies**

Should the Village Charter be amended to provide that the Village Council shall fill Council vacancies with less than six (6) months remaining in the unexpired term by a unanimous vote of the remaining Councilpersons constituting a quorum?

Yes – for Approval

No – for Rejection.

**Question No.**

**Council Vacancies**

Should the Village Charter be amended to provide that the Council may fill Council vacancies with more than six (6) months remaining in the unexpired term by appointment by a unanimous vote of the remaining Councilpersons constituting a quorum?  
or Special Election.

Yes – for Approval

No – for Rejection.

**Question No.**

**Forfeiture of Office**



Should the Village Charter be amended to provide that a Councilperson who misses four (4) consecutive regular meetings without being excused or six (6) regular meetings in one year shall forfeit his/her office

Yes – for Approval

No – for Rejection.

**Section 4.** The Village Clerk is directed to notify the Miami-Dade County Supervisor of Elections that the referendum item provided above shall be considered at the regular Village election to be held on November 3, 2020 by the electors of the Village of El Portal.

**Section 5.** This Ordinance shall be published in accordance with law.

**Section 6.** If any section, subsection, sentence, clause, phrase of this Ordinance or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected hereby.

**Section 7.** The provisions of the Ordinance shall take effect immediately upon its passage and adoption. The amendment to the Charter shall take effect only upon approval of a majority of the Village electors voting at the referendum election on each issue and upon filing of the amended Charter with the amendment approved by the Village’s electors with the Secretary of the State of Florida.

**FIRS READING PASSED AND ADOPTED** by the Village Council of the Village of El Portal Florida, this \_\_\_ day of \_\_\_\_\_, 2020.

**SECOND READING PASSED AND ADOPTED** by the Village Council of the Village of El Portal Florida, this \_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

Vote:

Councilperson Pirela:	_____ (Yes)	_____ (No)
Councilperson Urbom:	_____ (Yes)	_____ (No)
Councilperson Roman:	_____ (Yes)	_____ (No)
Vice Mayor Nickerson.:	_____ (Yes)	_____ (No)
Mayor Cubillos:	_____ (Yes)	_____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

**RESOLUTION NO.: 2020-15**

**A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING APPOINTMENTS TO THE EL PORTAL SUSTAINABILITY AND RESILIENCY TASK FORCE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village Council adopted Resolution 2020-15 and created the El Portal Sustainability and Resiliency Task Force; and

**WHEREAS**, El Portal Sustainability and Resiliency Task Force shall consist of a minimum of five (5) members appointed by the Village Council, including a member of the Village Council who shall serve as a liaison to the Village Council.

**WHEREAS**, the Council desires to make appointments to the El Portal Sustainability and Resiliency Task Force so that it can carry out the advisory function for which it was create.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.**        That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2.    Appointments.**        That the appointments to the El Portal Sustainability and Resiliency Task Force are made as follows:

**Mayor Cubillos:** \_\_\_\_\_

**Vice Mayor Nickerson:** \_\_\_\_\_

**Councilperson Pirela:** \_\_\_\_\_

**Councilperson Roman:** \_\_\_\_\_

**Councilperson Urbom:** \_\_\_\_\_

**Section 3. Liaison.** Councilperson \_\_\_\_\_ is appointed to the El Portal Sustainability and Resiliency Task Force to serve as its liaison to the Village Council.

**Section 4. Authorization.** That the appropriate City officials are authorized to do all things necessary or expedient in order to carry out the aims of this Resolution.

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

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

**Vote:**

Councilperson Pirela:     \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Urbom:     \_\_\_ (Yes) \_\_\_ (No)  
Councilperson Roman:     \_\_\_ (Yes) \_\_\_ (No)  
Vice Mayor Nickerson:   \_\_\_ (Yes) \_\_\_ (No)  
Mayor Cubillos:         \_\_\_ (Yes) \_\_\_ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_ adopted on this \_\_\_ day \_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_ day of \_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

**RESOLUTION NO.: 2020-16**

**A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING THE AGREEMENT FOR ACCESS TO CERTAIN EXEMPT INFORMATION MAINTAINED BY THE MIAMI-DADE COUNTY PROPERTY APPRAISER; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village has requested access to certain records maintained by the Miami-Dade County Property Appraiser (“Property Appraiser”) relating to specific property owners, including name, home addresses, telephone numbers, dates of birth, and photographs, which are exempt from public disclosure under section 119.071 of the Florida Statutes (“Exempt Information”); and

**WHEREAS**, under section 119.071 of the Florida Statutes, “home addresses” includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and

**WHEREAS**, the Village shall only request Exempt Information when there is a statutory or official need for the Exempt Information; and

**WHEREAS**, the Village shall take full responsibility for protecting all Exempt Information provided pursuant to the attached Agreement For Access To Certain Exempt Information Maintained By The Miami-Dade County Property Appraiser.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The execution of the attached Agreement For Access To Certain Exempt Information Maintained By The Miami-Dade County Property Appraiser, which is incorporated herein by reference, is hereby authorized and confirmed by the Village Council.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

Vote:

Councilperson Pirela:        \_\_\_(Yes) \_\_\_(No)  
Councilperson Urbom:        \_\_\_(Yes) \_\_\_(No)  
Councilperson Roman:        \_\_\_(Yes) \_\_\_(No)  
Vice Mayor Nickerson.:      \_\_\_(Yes) \_\_\_(No)  
Mayor Cubillos:              \_\_\_(Yes) \_\_\_(No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk



**RESOLUTION NO.: 2020-17**

**A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A STREET TREE MATCHING GRANT PROGRAM TREE PLANTING AGREEMENT WITH MIAMI-DADE COUNTY ; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Miami-Dade County desires to increase the tree canopy in the County and to reach the Million Trees Miami goal of achieving a 30% tree canopy; and

**WHEREAS**, the County has provided a subaccount to the tree trust fund for the procurement of street trees along County and local roads; and

**WHEREAS**, the Village will be provided a grant in the amount of \$9,970.00 (the “Grant Funds”) pursuant to the terms and conditions set forth in a Street Tree Matching Grant Program Tree Planting Agreement (“Agreement”); and

**WHEREAS**, the Village shall be responsible for the maintenance of the street trees after completion of the project described in the Agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AS FOLLOWS:**

**Section 1.    Recitals.**     The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this Resolution by reference.

**Section 2.    Approval.**     The Village Manager’s execution of the attached Street Tree Matching Grant Program Tree Planting Agreement (Exhibit “A”), which is incorporated herein by reference, is hereby authorized and confirmed by the Village Council.

**Section 3.    Effective Date.**     This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

**Vote:**

Councilperson Pirela:	_____ (Yes)	_____ (No)
Councilperson Urbom:	_____ (Yes)	_____ (No)
Councilperson Roman:	_____ (Yes)	_____ (No)
Vice Mayor Nickerson.:	_____ (Yes)	_____ (No)
Mayor Cubillos:	_____ (Yes)	_____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

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Yenise Jacobi, Village Clerk



**Miami- Dade County  
Parks, Recreation, and Open Spaces Department  
STREET TREE MATCHING GRANT PROGRAM**

**TREE PLANTING AGREEMENT**

**Grantee:** Village of El Portal

**Amount:** \$9,970

**Grant Description:** To plant trees with municipalities and organizations on Miami-Dade’s corridors as part of our efforts to reach the Million Trees Miami goal of achieving a 30% tree canopy.

This Agreement (the “Agreement”), made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Village of El Portal (the “Grantee”) and Miami-Dade County (the “County”), hereinafter called the “County” through its Parks, Recreation, Open Spaces Department (the “Department”).

The County and Grantee have agreed to partner on the implementation of Green Route to School, Phase 2 (project name) to be completed by July 17, 2020.

**RECITALS**

**WHEREAS**, the County desires to increase the tree canopy in Miami-Dade County and to reach the Million Trees Miami goal of achieving a 30% tree canopy ; and

**WHEREAS**, the County has provided a subaccount to the tree trust fund for the procurement of street trees along county and local roads and of this amount \$ 9,970 (the “Grant Funds”) will be provided to the Grantee on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Grantee wishes to undertake such activities provided in the scope of work in Exhibit A of this Agreement; and

**WHEREAS**, the Grantee is responsible for the maintenance of the street trees after completion of the project; and

**NOW, THEREFORE**, the County and Grantee agree as follows:

## TERMS AND CONDITIONS OF AGREEMENT

**A. Requirements for approval of Grant Award Agreement:** As a prerequisite to its receipt of the Grant Funds, the Grantee shall meet the requirements set forth below to the County's satisfaction. Requirements for this grant are listed below.

1. **Timeline:** The following grant project start date, end date and reporting dates must be adhered to.

**Start date:** Contract Execution Date

**End date:** July 17, 2020

**Final report date:** July 31, 2020

2. **Scope of Work:** It is mutually agreed and understood that the scope of work shall be as provided in *Exhibit A (Grant Application Package)*. Scope of Work must adhere to:
  - All trees must be canopy natives or Florida Friendly trees.
  - Trees shall have a minimum overall height of 12 feet and 2-inch caliper at time of installation, unless under overhead power lines.
  - When installed in roadways, trees shall have a maximum average spacing of 35' on center and be placed within 7' of the edge of the roadway pavement and/or where present, within 7' of the sidewalk.
  - If trees are proposed under overhead power lines, these shall have a minimum overall height of 8 feet and a minimum caliper of 1½-inch at time of planting. The maximum average spacing in this case shall be 25 feet.
  - Ensure that trees are installed in a way that complies with site triangle regulations and are not planted within no planting zones.
  - All trees shall have and be maintained with a trunk clearance of 4 feet.
  - All trees must conform to the standards for a Florida No. 1 or better, as provided in the most current edition of the "Florida Grades and Standards for Nursery Plants".
  - Each Grantee is encouraged to review the Miami Dade County Landscape Ordinance, Chapter 18 A, to ensure that the tree installation will be in full compliance with the County's requirements
3. **Budget:** It is mutually agreed and understood that the project costs shall be as provided in *Exhibit A (Grant Application Package)*. The match amount has to equal or exceed the grant amount. If matching requirement will be met through the provision of in-kind service, the County shall approve the value or cost or the in-kind services to be provided to fulfill the matching requirements. Match must remain the same or exceed the percent referenced in the original application.
4. **Promotions:** All promotions must adhere to the Neat Streets Miami Media Release Guidelines. The grantee will agree to prepare a draft of a Press Release which describes its project and acknowledges Neat Streets Miami and Million Trees Miami, which shall be subject to the County's approval in advance of publication. The County shall also be acknowledged in any subsequent media releases or in any printed, website, social media or other communication materials related to the project. Copies of any other publicity as well as copies of any major work products generated in connection with this grant

shall be forwarded to the County for review. Miami-Dade County, Million Trees Miami and Neat Streets Miami logos should be included in all printed materials.

5. **Miami-Dade County Tree Trust Fund:** Funds allocated to projects by the Street Tree Matching Grant come from mitigation funds collected by the Division of Environmental Resources Management, i.e. the Tree Trust Fund, and as such are encumbered for the planting of trees on public property. These funds shall not be used to satisfy tree mitigation per permitting or enforcement requirements.
6. **Conditions and Contingencies:** The Grantee agrees that the Grant Funds will be used only for the purpose as stated in this Agreement, as described in the Scope of Work and with no substantial variance to the approved Budget (See *Exhibit A*) unless prior approval in writing is obtained from the County. The Grantee certifies that the grantee organization operates under a tax-exempt status. If grantee determines that Grant Funds cannot be expended by July 17, 2020 (end date), the grantee must notify liaison immediately and no later than May 29, 2020.

**B. Additional Requirements due throughout the funding period:**

1. **Reporting:** Final Report must be submitted electronically by July 31, 2020. Refer to Exhibit B for reporting guidelines.
2. **Data Tracking:** All trees planted must be mapped according to County specifications: Google Live Maps and Data Tracking Form (Exhibit C)
3. **Contract Amendments:** The Grantee must submit a Contract Amendment Form (Exhibit D) to request any change to the executed contract.
4. **Organizational Status Changes:** The Grantee must notify the County liaison within two weeks of changes in organizational status, including but not limited to: key personnel such as senior or project staff, organizational name, tax status, and organizational address.
5. **Other Organizational Changes:** The Grantee will notify the County's liaison of any organizational changes, such as new address or contact information

**C. Indemnification of County**

Subject to the limitations on liability set forth in Section 768.28, Florida Statutes (to the extent the entity is a State or local government), the Grantee agrees to indemnify, save, and hold the County harmless from all liability, loss, cost, and expense, including attorneys' fees and court costs at all trial and appellate levels, which may be sustained by the County, to any person, natural or artificial, by reason of the death of or injury to any person or damage to any property, whether or not due to or caused by the negligence of the Grantee, arising from or in connection with the Grantee's (or its employees, agents, contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way. The Grantee agrees to defend, at its sole cost and expense, but at no cost and expense to the County, any and all suits or actions instituted against the County for the imposition of such liability, loss, cost, and expense arising from or in connection with the Grantee's (or its employees, agents,

contractors, subcontractors, licensees, or invitees) installation and/or maintenance of trees on County property or in the County right-of-way.

**Primary Grant Contract:**

Provide the information below for the primary contact person for this grant. This is the person to whom all correspondence will be directed.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**IN WITNESS WHEREOF, the parties hereto have caused these present to be executed on the day and year first written above.**

**NAME OF GRANTEE:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Grantee Representatives' Signature**

**PRINT NAME** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**MIAMI-DADE COUNTY, FLORIDA**

**BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**Director Parks, Recreation, and Open Spaces**

**LEGAL SUFFICIENCY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**County Attorney**

**EXHIBIT A:  
GRANT APPLICATION PACKAGE SCOPE OF WORK  
2020 Street Tree Matching Grant**



**[INSERT GRANT APPLICATION PACKAGE HERE]**



**rjruano@ecostratas.com**  
villagemanager@villageofelportal.org

Submission Date  
November 15, 2019 16:46

Name of Organization	Village of El Portal
Address	500 NE 87th Street el portal, Florida, 33138 United States
Municipality, Agency, Non-Profit, Foundation, Community Group	Municipality
Is the municipality a Tree City USA?	Yes
Contact Name (Person filling out application)	Robert Ruano
Job Title	Grants Consultant
E-mail	rjruano@ecostratas.com
Phone Number	(305) 962-6142
Project Manager (If awarded)	Christia Alou
E-mail	villagemanager@villageofelportal.org
Phone Number	(305) 795-7870
Project Title	Green Route to School, Phase 2
Goals of Project	<p>The beneficiaries of this project will primarily be the residents that live along the affected areas but also the students that walk to and from Horace Mann Middle School, directly to the west of this planting. Additionally, residents that want to access the two parks that are adjacent or very near the school will have more shade in which to walk. Being a small city, El Portal does not have many parks so residents also use the school field to walk their dogs or play sports. In addition to benefiting by way of shade for pedestrians, the new trees will increase the tree canopy which help shade the homes, which can reduce the utility costs in this low-moderate income area. The planting of these 37 trees in the streets around the school and parks, will further the city's objective to ensure sidewalks to these public places are properly shaded. Since becoming a Tree City USA three years ago, the village has started a resident tree board that sees the tree canopy as a very important aspect to the city's long-term sustainability. The Village is also considered a Bird Sanctuary and this project will help in our goals to continue to make it even more bird-friendly.</p>
Will the project fulfill an element of an established community plan? If so, please name the plan.	Comprehensive Plan
Location of Planting	In the Village of El Portal, primarily in front of Horace Mann Middle School (NW 2nd Ave) and the Nature Trail Park and River Estates Park which are just south of the school along NW 86th to 90th Streets which connect directly to the school.
Miami-Dade County Commission District (project location)	3
County or Local Road?	Local Road
Please state the local jurisdiction	Village of El Portal
Proposed number of trees to be installed	37
Proposed number of each species	13 Live Oaks

to be installed

6 Mahogany  
2 Gumbo Limbo  
16 Wild Tamarind

Proposed size of trees (height & DBH/caliper) to be installed

Trees will have a minimum overall height of 12 feet and 2 inch caliper

Submit Planting Plan / Google Live Maps link:

[https://drive.google.com/open?id=19VNHZgP\\_qkjBrqFrK1\\_AG5LZ5yp0cjtT&usp=sharing](https://drive.google.com/open?id=19VNHZgP_qkjBrqFrK1_AG5LZ5yp0cjtT&usp=sharing)

Target area's existing tree canopy by block group

16%

Target area's existing tree canopy by zip code

16%

Is the project area low-to-moderate income?

Yes

Will your project include a Growing Green Bus Stop?

Yes

Provide the location(s) of each bus or transit stop and the number of trees that will be planted (specify the species for each).

The bus stop is located directly across the street from the school, where bus stops drop off kids in the morning and pick them up in the afternoon. By shading the swale where kids wait for the bus, it will improve their wait time but also dissuade parents from parking on the swale and disrupting the bus service. Three Wild Tamarinds will be planted in this area that has overhead power lines.

Attach a before photo of each bus and/or transit stop



[BusStop-HoraceMann.jpg](#)

Will your project include shading a Gateway or a Corridor?

Yes

Provide the location(s) of each Gateway and/or Corridor shaded. If a Gateway, what is the Gateway an entrance to? If a Corridor, what route is the Corridor a link to? What is the number of trees that will be planted (specify the species for each).

The Gateway is on NW 2nd Avenue – directly in front of Horace Mann Middle School - and connects the Village of Miami Shores to the north and the City of Miami to the south via a bridge over the Little River Canal. Previous plantings have concentrated on the west side of the street next to the school. This planting is concentrated on the east side, where there are power lines, thus the use of Wild Tamarind trees.

Attach a before photo of each Gateway or Corridor



[Gatewaytowalkingbridge-ElPortal.jpg](#)



[NW2ndAvenue-Gateway-Photo.jpg](#)

Will your project include shading a connection to school and/or park?

Yes

Provide the location(s) of each

Horace Mann Middle School is located at 8950 NW 2nd Avenue, El Portal, 33150

school and/or park shaded. What street was shaded? What is the number of trees that will be planted (specify the species for each).

with the Dr. Dunn Academy for Community Education (a high school) located on its campus facing 2nd Avenue. The Nature Trail Park is located at 8650 NW 2nd Avenue, El Portal 33150, directly south of Horace Mann. River Estates Park is on the north bank of the Little River, along NW 2nd Avenue and 86th Avenue and is located two houses south of the Nature Trail Park. This this project will shade the connections to two schools and two parks. This important gateway carries cars and people into the village from Miami Shores to the north, and has a walking bridge on the south where students that live in the City of Miami cross daily for school. 13 Tamarind trees will be planted along with 3 Oaks in this area.

Attach a before photo of each Connection to a Park and/or School



[ConnectiontoSchool-ElPortal.jpg](#)

Community Engagement Plan

We will communicate the planting to residents by way of placing door hangers on the doors of all adjacent residents, letting them know of the planting date, giving them information about the trees and soliciting their assistance with protecting and watering the trees during establishment period. Our partner is the middle school which we will work with to celebrate Arbor Day, in coordination with our planting. Another important partner will be the State Forestry staff which will be on site during the planting, answering questions from neighbors if necessary. In addition, we will promote the project on social media, in the city's recurring newsletter, and at our council meetings.

Maintenance Plan

Trees will be maintained during a 3 month establishment period by the contractor providing and planting trees. Per agreements we have successfully used in the past, the contractor will water trees and replace any dead trees within the first year. After the first year, the city will maintain by way of the public works personnel that regularly maintain street and park trees. The tree will have an initial pruning within the first 5 years and then will be put into the city's cycle, or as needed. Our city allocates an adequate amount of funding to provide for tree maintenance. In addition we apply for other grant dollars as necessary to preserve this very important green infrastructure.

Has your municipality / agency / organization submitted an Interlocal Agreement with Miami-Dade County to report tree planting?

No

Please submit the anticipated date that your organization will sign the Interlocal Agreement.

Dec 20, 2019

Project Timeline

The Project Timeline is as follows:

1. Bid Process, 2 months
2. Public Outreach, 2 month
3. Planting, 2 months
4. Final Report, 3 months

As noted above, the entire process from Bid Process to Final Report will take 9 months, which includes at least two months after planting to ensure any dead trees are replaced quickly within the rainy season.

Amount of Grant Funds Requested in \$

9970.00

Amount of Matched Funds in \$

9970.00

In-kind / Grant / Donations in \$

0

Please describe in-kind, grants or donations, if any

n/a

Total Budget

19940

Detailed Budget

[EIPortal-NeatStreets2020-Final.xlsx](#)



Additional comments?

**The city, being on the banks of the Little River has experience flooding recently and this project is additionally significant due to the stormwater collection abilities of the trees planted.**

**DETAILED BUDGET  
REQUIRED TEMPLATE**

**PROPOSED BUDGET  
Village of El Portal  
Green Route to School, Phase 2**

	<b>Cost Estimate Per Tree</b>	<b>Number of Trees</b>	<b>Grant Funds</b>	<b>Match Funds</b>	<b>Total Estimated Budget</b>
<b>DIRECT COSTS:</b>					
Live Oak	\$ 780.00	13	\$ 5,070.00	\$ 5,070.00	\$ 10,140.00
Mahogany	\$ 545.00	6	\$ 1,635.00	\$ 1,635.00	\$ 3,270.00
Gumbo Limbo	\$ 345.00	2	\$ 345.00	\$ 345.00	\$ 690.00
Wild Tamarind	\$ 365.00	6	\$ 1,095.00	\$ 1,095.00	\$ 2,190.00
Pigeon Plum	\$ 365.00	10	\$ 1,825.00	\$ 1,825.00	\$ 3,650.00
<i>Total number of trees</i>		37			
<b>INDIRECT COSTS</b>					
Inkind -			\$ -	\$ -	\$ -
<b>TOTAL ESTIMATED COSTS:</b>			\$ 9,970.00	\$ 9,970.00	\$ 19,940.00

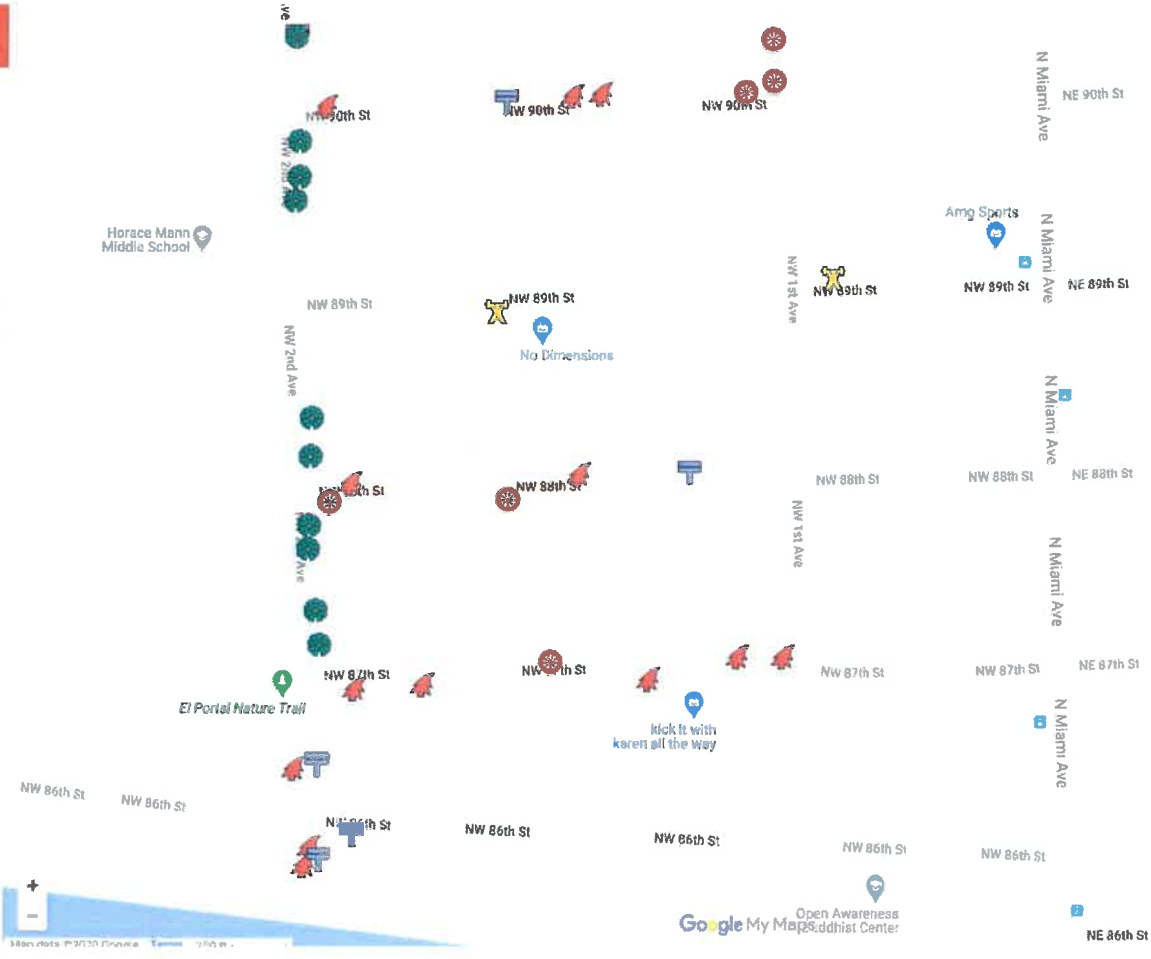
El Portal - Neat Streets...

Map of tree planting in El Portal

35 views

SHARE

- Live Oak
  - All items
- Mahogany
  - All items
- Gumbo Limbo
  - All items
- Wild Tamarind
  - All items
- Pigeon Plum
  - All items



### School Bus Stop

Write a description for your map.

Legend



Google Earth

© 2018 Google  
© 2019 Google  
U.S. Dept of State Imagery Partner

7.50 ft



### Gateway to walking bridge

Write a description for your map.

Legend



Google Earth

© 2015 Google  
© 2015 Google  
© 2015 Google



10 m



### Connection to School

Write a description for your map.

Legend



Google Earth

© 2013 Google  
© 2013 Google



10 ft

Legend



7.25 ft



**From:** [Llorente, Jennifer \(MDPR\)](#)  
**To:** [Robert Ruano \(Riruano@ecostratas.com\)](mailto:Robert.Ruano@ecostratas.com)  
**Cc:** [Gaby Lopez@miamidade.gov](mailto:Gaby.Lopez@miamidade.gov)  
**Subject:** 2020 STMG: El Portal and West Miami  
**Date:** Tuesday, February 25, 2020 4:24:00 PM  
**Attachments:** [image002.png](#)  
[image004.png](#)

---

Hi, Robert,

I just wanted to let you know that the Selection Committee approved the planting of mahoganies in El Portal and West Miami, however be aware that next year they may not be allowable.

I am going to send you the award letters now in two separate emails.

Best,

**Jennifer Korth Llorente, AICP, LEED-GA, MBA**

Special Projects Administrator, Neat Streets Miami  
Miami-Dade County Parks, Recreation and Open Spaces Department  
275 NW 2<sup>nd</sup> Street, Suite 540, Miami, Florida 33128  
Office: 305-755-7849

[www.miamidade.gov/neatstreets](http://www.miamidade.gov/neatstreets)

[www.milliontrees.miamidade.gov/](http://www.milliontrees.miamidade.gov/)

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*Neat Streets Miami is a county board that creates beautiful, green and livable transportation gateways and corridors.*

**From:** [Robert Ruano](#)  
**To:** [Llorente, Jennifer \(MDPR\)](#)  
**Cc:** [Lopez, Gabriela \(MDPR\)](#); [Mancia, Aura \(MDPR\)](#)  
**Subject:** 2020 Street Tree Matching Grant: Village of El Portal - Update  
**Date:** Monday, February 10, 2020 12:17:49 PM  
**Attachments:** [image007.jpg](#)  
[image008.png](#)  
[image009.jpg](#)  
[image010.png](#)  
[image002.jpg](#)  
[2020-NeatStreetsGrant-ElPortal-FebUpdate.docx](#)  
[ElPortal-NeatStreets2020-Final-FebUpdate.xlsx](#)

---

EMAIL RECEIVED FROM EXTERNAL SOURCE.

---

Jennifer,

Thank you for your comments. Regarding the Wild Tamarinds on 2<sup>nd</sup> Avenue, thank you for catching that – we have changed to Pigeon Plum. Please find attached an updated application and budget. Also, please see link to new map here - [https://drive.google.com/open?id=19VNHZgP\\_qkjBrqFrK1\\_AG5LZ5yp0cjfT&usp=sharing](https://drive.google.com/open?id=19VNHZgP_qkjBrqFrK1_AG5LZ5yp0cjfT&usp=sharing)

Regarding the Mahoganies, the Village of El Portal respectfully requests to keep them in the planting plan, since they are a street tree that has been used effectively in the village for many years without issue. We appreciate the county's concern for the seed pod droppings, but feel this hardy, native tree is a great choice in the village and would like to continue planting these in our rights of way, as we did in previous Neat Streets plantings. Please let us know if it will be possible.

As for the timeline, we understand that the planting must be completed by July 17, 2020 and that the report must be completed by July 31, 2020 – we will comply with this timeline.

Thank you for your assistance and please let me know if you need anything further on this issue.

Robert



Robert Ruano, LEED AP  
President  
Ecostrata Services, Inc.  
1544 Murcia Ave.  
Coral Gables, FL 33134

786-441-9200 ofc  
305-962-6142 cell  
[rjruano@ecostratas.com](mailto:rjruano@ecostratas.com)  
[www.ecostratas.com](http://www.ecostratas.com)

**From:** Llorente, Jennifer (MDPR) [mailto:Jennifer.Llorente@miamidade.gov]  
**Sent:** Wednesday, January 15, 2020 6:03 PM  
**To:** Robert Ruano <rjruano@ecostratas.com>  
**Cc:** Lopez, Gabriela (MDPR) <Gabriela.Lopez@miamidade.gov>; Mancia, Aura (MDPR) <Aura.Mancia@miamidade.gov>  
**Subject:** 2020 Street Tree Matching Grant: Village of El Portal

Good Afternoon, Robert,

The Street Tree Matching Grant Selection Committee reviewed the Village of El Portal's 2020 grant application and would like to recommend it for funding, however have requested the following changes:

1. Update Google Live Map with the following:
  - a. The project outlined in the application proposes to plant wild tamarinds along 2<sup>nd</sup> Avenue under powerlines, however wild tamarinds are a large structured tree and cannot be planted under powerlines. Switch out species for a smaller structured tree. Some suggestions include pigeon plums, crepe myrtle or black ironwood.
  - b. Mahoganies are not recommended as a street tree due to seed pod droppings. Switch mahogany to another tree species. One suggestion would be wild tamarind, since it cannot be planted along 2<sup>nd</sup> Avenue.
2. The planting must be completed by Friday, July 17, 2020 and the Final Report must be submitted by Friday, July 31, 2020. Please confirm that the Village of El Portal will be able to adhere to this timeline.

Thank you,

**Jennifer Korth Llorente, AICP, LEED-GA, MBA**

Special Projects Administrator, Neat Streets Miami  
Miami-Dade County Parks, Recreation and Open Spaces Department  
275 NW 2<sup>nd</sup> Street, Suite 540, Miami, Florida 33128  
Office: 305-755-7849

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**EXHIBIT B:  
FINAL CLOSE-OUT REPORT  
2020 Street Tree Matching Grant Program**



<b>Name of Municipality/Organization:</b>	
<b>Name of Project:</b>	
<b>Report Submitted By:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Date Submitted:</b>	

**PROJECT NARRATIVE**

1. Why did you apply for the Street Tree Matching Grant (i.e. urban tree canopy restoration after a natural disaster, low tree canopy, beautification effort, stormwater mitigation, etc.). Did you accomplish your goal?
  
2. How many trees were planted as a result of your grant award? Please specify the species selected, including how many of each were planted. [Make sure the number of trees and species are the same on the final budget, invoice(s), data tracking, and landscape plan.]
  
3. List the date(s) when your trees were installed.
  
4. List any obstacles you encountered while coordinating this project and describe how these issues were addressed.
  
5. Optional: Tell us a story about the program’s impact or successes- one that reflects how this program is making a difference in people’s lives or an accomplishment that makes you particularly proud to be an awardee of the Street Matching Grant (i.e., quote of resident or volunteer feedback or appreciation, recorded decrease in surface temperatures of newly shaded areas, improved walkability, etc.).

## LANDSCAPE RENDERING

Submit Google Live Map link:

## PROJECT ENHANCEMENTS

### A. Growing Green Bus Stops

*Neat Streets Miami's Growing Green Bus Stop initiative encourages the installation of shade trees at unshaded bus or transit stops throughout Miami-Dade County in order to mitigate the urban heat island effect and enhance the transit experience.*

**Did your project include a Growing Green Bus Stop? If so, please provide the following:**

- 1. How many bus or transit stops were shaded?**
- 2. Attach a before and after photo for each bus or transit stop shaded.**
- 3. Provide the following information:**

Location(s) of each bus or transit stop	Number of Trees Planted (please specify the species for each)
<i>Address/Crossroads/Name of Stop</i>	

### B. Gateways and Corridors

#### Gateways

*Gateways, both vehicular and pedestrian, identify entrance points into the County and key destinations within the County.*

*Gateways are intended to enhance travelers' experience as they enter Miami-Dade County from the surrounding areas by offering scenic views and appealing architectural elements.*

*Gateways into retail areas, public greenways, and park systems may also take advantage of scenic views and incorporate local artwork and vegetation to provide texture and interest.*

*Successful Gateways use architecture, materials, and views to cultivate a sense of identity and an atmosphere of welcome.*

#### Corridors

*Corridors are the major physical routes that channel vehicular, pedestrian and boat traffic into and within Miami-Dade County, lining cities and neighborhoods to each other and to the surrounding region.*

*The views and general experience of those traversing the County's Corridors define, to a great extent, the overall image of the County, consequently effecting residents' quality of life, the tourist experience, the economic development climate and other important factors.*



Did your project include a shading a Gateway and/or Corridor? If so, please provide the following:

1. How many Gateways and/or Corridor were shaded?
2. Attach a before and after photo for each Gateway and/or Corridor shaded.
3. Provide the following information:

Location(s) of each Gateway and/or Corridor	What is the Gateway an entrance to? What route is the Corridor a link to?	Number of Trees Planted (please specify the species for each)
<i>Address/Crossroads</i>		

**C. Connections to Parks and Schools**

*Creating safe and equitable access to parks and schools through infrastructure improvements, such as the installation of trees, encourages walking and bicycling.*

Did your project include a shading a connection to a park(s) and/or school(s)? If so, please provide the following:

1. How many park(s) and/or school(s) were shaded?
2. Attach a before and after photo for each connection to a park(s) and/or school(s) shaded.
3. Provide the following information:

Name(s) and location(s) of each Park and/or School	What street(s) was shaded?	Number of Trees Planted (please specify the species for each)
<i>Address</i>		

**INTERLOCAL AGREEMENT**

*On May 1, 2018, Miami-Dade County passed Resolution No. R-475-18, directing the County Mayor or designee to develop an interlocal agreement, to be entered into between the County and municipalities located within Miami-Dade County, which interlocal agreement shall provide for municipalities engaged in tree planting to provide periodic reports to the County regarding their tree plantings.*

- Has your municipality/organization entered into an Interlocal Agreement with Miami-Dade County to report tree planting?
  - If not, please explain why.
  - If so, provide the date and attach a copy of the executed agreement.

**OUTREACH, EDUCATION, & EVENTS**

List the activities you provided in your outreach plan as part of your grant application (i.e., press release, social media posts, door hangers, community meeting, planting event, etc.). Also attach copies of all materials used/distributed, including any photos of outreach or events, if applicable.

Activity	Where, when, and how did this outreach/activity take place?	How many residents did you reach?

**FINANCIAL REPORTING**

Provide the following information and attach all invoices related to your project, including proof of payment.

- What was your grant award?
- What was your total project cost?
- Has the Street Tree Matching Grant helped you secure other dollars or resources needed to sustain your urban tree canopy? If so, please explain.

Invoice Number	Invoice Date	Description of Services	Check Number	Check Date	Check Amount

For in-kind services, timesheets, including hourly rate and activities, as well as proof of payroll must be submitted to be eligible for reimbursement.

**Attachments:**

- Final Close-out Report (as Word document)
- Final approved planting plan (Google Live Map Link)
- Before and after photos of project enhancements, as detailed above (as individual pdfs or jpegs)
- Copy of executed Interlocal Agreement
- Data Tracking Report (as Excel document): Remember to include DBH and latitude/longitude coordinates for each tree planted with grant and match funds
- Financial Reporting: Final approved budget, all related invoices, proof of payment
- Outreach Efforts: Press release, educational materials, photos, etc. and/or any references to Miami-Dade County and Neat Streets Miami support.

**PLEASE SUBMIT THIS EXHIBIT B FINAL CLOSE-OUT REPORT AND RELATED ATTACHMENTS BY FRIDAY, JULY 31, 2020 VIA EMAIL TO: [JENNIFER.LLORENTE@MIAMIDADE.GOV](mailto:JENNIFER.LLORENTE@MIAMIDADE.GOV)**

**EXHIBIT C:  
DATA TRACKING  
2020 Street Tree Matching Grant Program**



This form should be submitted in excel format.

**GRANTEE ORGANIZATION NAME:** \_\_\_\_\_

	<b>Tree Species (use scientific name)</b>	<b>DBH /Caliper</b>	<b>Street Address</b>	<b>Latitude</b>	<b>Longitude</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**EXHIBIT D:  
AMENDMENT CHANGE FORM  
2020 Street Tree Matching Grant Program**



<b>Name of Municipality/Organization:</b>	
<b>Name of Project:</b>	
<b>Report Submitted By:</b>	
<b>Title:</b>	
<b>Phone Number:</b>	
<b>Email:</b>	
<b>Date Submitted:</b>	

*Please ONLY provide information on the elements that you wish to change. For example, if the number of trees to be planted will not be affected by your requested change, there is no need to fill out that row below.*

**Grant Information**

	<b>Previously Approved</b>	<b>Requested Change</b>
Grant amount		
Number of trees to be planted		
Tree species to be planted		
Size of trees (height and caliper/DBH)		
Location of planting		
Project completion date		
Enhancements (Growing Green Bus Stop, Gateway, Transit Corridor, Connections to School and/Parks)		
Other (please explain): _____ _____		

Please describe the requested change (attach any relative documents) and provide an explanation as to why the change is needed:

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***To be filled out by Neat Streets Miami Staff***

Impact Statement: \_\_\_\_\_

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Decision/Recommended Change by Street Tree Matching Selection Committee, if necessary:

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**VILLAGE OF EL PORTAL FLORIDA**

**RESOLUTION NO. 2020 - 18**

**A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL FLORIDA, AUTHORIZING THE MIAMI-DADE CANVASSING BOARD TO SERVE AS CANVASSING BOARD FOR THE GENERAL ELECTION OF EL PORTAL HELD ON NOVEMBER 3, 2020; SETTING AN EFFECTIVE DATE.**

**WHEREAS**, on November 6, 2020, Miami-Dade County conducted its General Election at which time the Village of El Portal authorized the holding of its General Election; and

**WHEREAS**, Miami-Dade County is charged with the full responsibility to conduct the November 3, 2020 election, except for accepting the Miami-Dade County Department of Election's certificate concerning the results of the Village of El Portal General Election; and

**WHEREAS**, the Miami-Dade County Canvassing Board is charged with the statutory responsibilities relating to the conduct of elections for the election and authorized to act as Canvassing Board for the Village of El Portal's November 3, 2020 General Election.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF EL PORTAL FLORIDA:**

**Section 1.** That the Miami-Dade County Canvassing Board is hereby authorized to act as Canvassing Board for the Village of El Portal for its November 3, 2020 General Election.

**Section 2.** **Severability.** The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences and phrases of this Resolution but they shall remain in effect notwithstanding the invalidity of any part.

**PASSED AND ADOPTED** by the Village Council of the Village of El Portal Florida, this \_\_\_ day of June, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST:

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

Vote:

Councilperson Pirela:	____(Yes) ____ (No)
Councilperson Urbom:	____(Yes) ____ (No)
Councilperson Roman:	____(Yes) ____ (No)
Vice Mayor Nickerson.:	____(Yes) ____ (No)
Mayor Cubillos:	____(Yes) ____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

**RESOLUTION NO. 2020-19**

**A RESOLUTION OF THE VILLAGE THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA CALLING FOR A GENERAL ELECTIONS TO BE HELD ON NOVEMBER 3, 2020 IN THE VILLAGE OF EL PORTAL FOR THE PURPOSE OF ELECTING A MAYOR AND FOUR VILLAGE COUNCILPERSONS (DISTRICTS 1, 2, 3 and 4); PROVIDING FOR CONDUCT OF THE ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF THE ELECTIONS; PROVIDING FOR THE FORMS OF THE BALLOTS AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY; AND EFFECTIVE DATE.**

**BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AS FOLLOWS:**

**SECTION 1.** In accordance with the provisions of the Charter of the Village of El Portal, Florida, a General Election is hereby called and directed to be held in the Village of El Portal, Florida, from 7:00 a.m. to 7:00 p.m. on November 3, 2020 for the purpose of electing a Mayor and four (4) councilpersons to the Village Council, in Districts 1, 2, 3 and 4 respectively, each of whom shall hold office for the terms as provided by law.

**SECTION 2.** That Miami-Dade County election officials shall conduct the General Election and the results thereof shall be accepted by the Village. The official returns shall be furnished to the Village Clerk as soon as the ballots have been tabulated.

**SECTION 3** That Miami-Dade County election officials shall establish the voting precinct(s) in the Village.



**SECTION 4.** That the said candidate qualifying period for the General Municipal election shall be conducted beginning on noon *August 10, 2020* and ending on noon *August 14, 2020*.

**SECTION 5.** The Village Clerk shall publish the Election Notice two times in a newspaper of general circulation thirty (30) days prior to the beginning of candidate qualifying period pursuant to the provisions of Section 100.342, Florida Statutes.

**SECTION 6.** The Notice of Elections shall be substantially in the following form:

**VILLAGE OF EL PORTAL, FLORIDA  
NOTICE OF GENERAL ELECTION**

**NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND VILLAGE COUNCIL OF EL PORTAL, FLORIDA, AND WILL BE HELD IN SAID VILLAGE FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 3RD DAY OF NOVEMBER, 2020, FOR THE PURPOSE OF ELECTING A MAYOR AND FOUR (4) COUNCILPERSONS IN DISTRICTS 1, 2, 3 AND 4, RESPECTIVELY, EACH OF WHOM SHALL HOLD OFFICE FOR THE TERMS AS PROVIDED BY LAW.**

The Notice shall further set forth the polling place in the election precinct as established in accordance with Section 3 hereof, and shall set forth pertinent information regarding eligibility of electors to participate in said elections.

**SECTION 7** That the official ballot to be used in the General Election to be held on November 8, 2020, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"

GENERAL ELECTION FOR  
ELECTING A MAYOR AND FOUR (4)  
COUNCILPERSONS DISTRICTS 1, 2, 3 and 4

OF THE VILLAGE OF EL PORTAL, FLORIDA  
ON NOVEMBER 3, 2020

Vote for one (1) only:

**FOR VILLAGE MAYOR**

(insert names)

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**FOR VILLAGE COUNCILPERSON DISTRICT 1**

(insert names)

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**FOR VILLAGE COUNCILPERSON DISTRICT 2**

(insert names)

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**FOR VILLAGE COUNCILPERSON DISTRICT 3**

(insert names)

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**FOR VILLAGE COUNCILPERSON DISTRICT 4**

(insert names)

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**SECTION 8.** The Village Clerk shall prepare General Elections ballots in alphabetical order according to surname; provided, however, the form of the ballots shall be in compliance

with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

**SECTION 9** Registration of persons desiring to vote in the General shall be in accordance with the general law of the State of Florida governing voter registration. Qualified persons may obtain registration forms to vote at the Office of the Village Clerk, Village Hall, 500 N.E. 87<sup>th</sup> Street, El Portal, Florida 33138, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. The Miami-Dade County Supervisor of Elections will register voters for the General Election until Monday October 5, 2020. All persons eligible to vote at the Elections must be registered before the times and dates set forth herein or have registered previously, as provided by law. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 8th Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

**SECTION 10** That the absentee voters participating in said General Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

**SECTION 11** That the Village shall pay Miami-Dade County for all expenses for conducting the General Election upon receipt of the invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

**SECTION 12** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

**SECTION 13** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this \_\_\_\_\_ day of June, 2020.

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

**Vote:**

Councilperson Pirela:	_____ (Yes)	_____ (No)
Councilperson Urbom:	_____ (Yes)	_____ (No)
Councilperson Roman:	_____ (Yes)	_____ (No)
Vice Mayor Nickerson.:	_____ (Yes)	_____ (No)
Mayor Cubillos:	_____ (Yes)	_____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk

**RESOLUTION NO.: 2020-20**

**A RESOLUTION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA, URGING MIAMI-DADE COUNTY MAYOR CARLOS A. GIMENEZ AND THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA (“BOARD OF COUNTY COMMISSIONERS”) TO TRANSFER CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES) ACT DIRECT FEDERAL FUNDS RECEIVED BY MIAMI-DADE COUNTY (“COUNTY”) TO THE VILLE OF EL PORTAL (“VILLAGE”) AND TO OTHER UNITS OF LOCAL GOVERNMENT WITHIN THE COUNTY BASED ON POPULATION AND RATES OF COVID-19 CASES; FURTHER DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE OFFICIALS NAMED HEREIN. (SPONSOR, MAYOR CLAUDIA V. CUBILLOS)**

**WHEREAS**, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was signed into law on March 27, 2020 and appropriated \$150 billion of direct federal funding for state and local governments to address unforeseen financial needs and risks created by the Novel Coronavirus (“COVID-19”) pandemic public health emergency; and

**WHEREAS**, states and units of local government with more than 500,000 residents received direct federal funding through the Coronavirus Relief Fund; and

**WHEREAS**, twelve (12) localities in the State of Florida (“State”) received direct federal funds and NO city or village in Florida (except the combined city/county government of Jacksonville/Duval County) received direct funding; and

**WHEREAS**, the CARES Act appropriated nearly half a billion dollars (\$474,085,078.50) to Miami-Dade County (“County”), making this the highest amount in direct federal funding to any eligible local government in the State; and

**WHEREAS**, the Village has experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

**WHEREAS**, other units of local government within the County have also experienced unforeseen financial needs and risks created by the COVID-19 pandemic public health emergency; and

**WHEREAS**, in conversations with the Miami-Dade County League of Cities, the County committed to transferring CARES Act funds to units of local government within the County; and

**WHEREAS**, Village Council deems this Resolution to be of an emergency nature in order to immediately protect the public health, welfare, and safety of the Village's residents;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION OF THE VILLAGE COUNCIL OF EL PORTAL, FLORIDA:**

**Section 1.** The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated as if fully set forth in this Section.

**Section 2.** The El Portal Village Council urges Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners to transfer CARES Act funds to the Village and to other units of local government within the County based on population and rates of COVID-19 cases.

**Section 3.** The Village Clerk is directed to transmit a copy of this Resolution to Miami-Dade County Mayor Carlos A. Gimenez and the Board of County Commissioners.

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

\_\_\_\_\_  
Claudia V. Cubillos, Mayor

ATTEST: \_\_\_\_\_  
Yenise Jacobi, Village Clerk

Approved as to form and legal sufficiency:  
Interim Village Attorney

Law Offices of Norman C. Powell

By: \_\_\_\_\_  
Norman C. Powell, Esq.

Vote:

Councilperson Pirela:	_____ (Yes)	_____ (No)
Councilperson Urbom:	_____ (Yes)	_____ (No)
Councilperson Roman:	_____ (Yes)	_____ (No)
Vice Mayor Nickerson.:	_____ (Yes)	_____ (No)
Mayor Cubillos:	_____ (Yes)	_____ (No)

I, Yenise Jacobi, Village Clerk of the Village of El Portal, Miami-Dade County, Florida, do hereby certify that this is a true and correct copy of Resolution No.: 2020-\_\_\_\_\_ adopted on this \_\_\_\_\_ day \_\_\_\_\_, 2020, as shown in the Official Records of the Village of El Portal, Miami-Dade County, Florida. Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Yenise Jacobi, Village Clerk