City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council

Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
November 21, 2023, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Mount Dora Fun Fact

2. Presentation of Wolf Branch City of Mount Dora Resolution by Country Club of Mount Dora Residents

3. Small Business Saturday Proclamation 4

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval for Code Lien Waiver for 404 Grant Avenue (overgrown lot) 7

2. Request approval for purchase of four new SludgeKing sludge dewatering boxes from Trippensee Shaw, Inc. for WWTP1 and WWTP2 in the amount of $299,700.00 12

3. Request approval of the National Purchasing Cooperative Interlocal Participation Agreement between the City of Mount Dora and BuyBoard — 20

4. Request approval of agreement between the City of Mount Dora and DebtBook related to debt, lease, and subscription management — 39

5. Request approval of meeting minutes — 55
   - October 3, 2023 Regular Session

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request approval of **Resolution No. 2023-59,** updating the City of Mount Dora Electric Utility Department Customer-Owned Renewable Generation Policy — 64

2. Request Adoption of **Resolution No. 2023-22**, City Sidewalk Bank Policy — 121

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS & REPORTS

- Councilmember Cal Rolfson
- Councilmember Nate Walker
- Councilmember Doug Bryant
- Councilmember John Cataldo
- Councilmember Dennis Dawson
- Vice-Mayor Marc Crail
- Mayor Crissy Stile

UPCOMING MEETING DATES

- December 5, 2023, 6:00 PM, Regular Session
- December 19, 2023, 6:00 PM, Regular Session

- January 2, 2024, 6:00 PM, Regular Session
- January 16, 2024, 6:00 PM, Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON 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. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE: IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Small Business Saturday Proclamation

Introduction:
This is an opportunity for Mayor Stile to read a Proclamation recognizing Small Business Saturday.

Discussion:
Saturday, November 25, 2023 is Small Business Saturday – a day to celebrate and support small businesses and all they do for their communities.

American Express launched this shopping holiday in 2010, at the height of the Great Recession, as a way of redirecting holiday shopping to local stores. A decade later, it's observed in all 50 states, and in 2011, the Senate passed a resolution recognizing Small Business Saturday. This event continues to be an annual holiday shopping tradition — just one part of the larger Shop Small Movement that supports small businesses every day and everywhere.

Consumers have been more than eager to jump on board and support their local small business community. Since Small Business Saturday started in 2010, consumers have reported spending an estimated $163 billion at small businesses across all Small Business Saturdays combined.

For every dollar spent at a small business, American Express estimates an average of $0.67 stays in that business's local community which is positive for employment, economic well-being, and neighborhood vitality.

Budget Impact:
N/A

Strategic Impact:
GOAL 1: Economic Development

Recommendation:

Reading of the proclamation into the record and encouraging citizens to support small businesses and merchants on Small Business Saturday and throughout the year.

Attachment(s):

1. 2023 Small Business Saturday Proclamation

Prepared by:	Misty Sommer, Director of Economic Development & Public Information	
Reviewed by:	Jeanann Hand, City Clerk	Approved - 11/15/2023
	Patrick Comiskey, City Manager	Final Approval - 11/15/2023

PROCLAMATION

WHEREAS, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday; and

WHEREAS, according to the United States Small Business Administration, there are 33 million small businesses in the United States; and

WHEREAS, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 62.7% of net new jobs created since 1995, and small businesses employ 46.4% of the employees in the private sector in the United States; and

WHEREAS, 68 cents of every dollar spent at a small business in the United States stays in the local community, and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

WHEREAS, 72% of consumers reported that Small Business Saturday 2022 made them want to shop and dine at small, independently-owned retailers and restaurants all year long; and

WHEREAS, the City of Mount Dora celebrates local small businesses and the contributions they make by creating jobs, enriching our local economy and enhancing our community.

NOW, THEREFORE, I, Crissy Stile, as Mayor of the City of Mount Dora, Florida, do hereby proclaim November 25, 2023 as:

"Small Business Saturday"

and urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to Shop Small throughout the year.

PASSED AND DULY ADOPTED in regular session this 21st day of November, 2023.

____
Crissy Stile, Mayor

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request Approval for Code Lien Waiver for 404 Grant Avenue (overgrown lot)

Introduction:

This is a request for City Council to approve a full waiver of the code enforcement lien for 404 Grant Avenue, Mount Dora, Florida 32757.

Discussion:

Max Land Trust, Inc. is requesting a waiver of the liens on 404 Grant Avenue, Mount Dora, FL, 32757. Max Land Trust purchased this property at a tax deed sale and now wishes to sell the property. The previous owner, Tarpon IV, LLC, accrued liens totaling $27,853.42 for multiple code violations, including overgrown vegetation, junk and debris. The City made a claim for excess revenue to repay these liens. Lake County did not release those funds to the City, because its legal counsel opined the liens were not perfected. The City seeks to waive the existing liens on the property.

Budget Impact:

N/A

Strategic Impact:

N/A

Recommendation:

City Council to approve a full waiver of the code enforcement lien for 404 Grant Avenue, Mount Dora, Florida 32757, and authorize the City Manager to execute the appropriate documents.

Attachment(s):

1. Attachment #1 404 Grant Avenue Lien Reduction Request
2. Release of Lien Template 404 Grant

Prepared by:	Adam Sumner, CRA Administrator	
Reviewed by:	Vince Sandersfeld, Planning and Development Director	Approved - 10/31/2023
	Merry Lovern, Executive Assistant	Approved - 11/15/2023
	Aneta Barton, Budget Director	Approved - 11/15/2023
	City Attorney, City Attorney	Approved - 11/15/2023
	Jeanann Hand, City Clerk	Approved - 11/15/2023
	Patrick Comiskey, City Manager	Final Approval - 11/15/2023

ATTACHMENT #1

From: Pam Loftin - Kathy"s Assistant
To: Hand, Jeanann
Cc: Lovern, Merry; Hand, Jeanann; Sumner, Adam; Gavin Radolan; Kathy Liu; Pam Loftin - Kathy"s Assistant
Subject: Re: 404 Grant Avenue, Mt. Dora, FL 32757- Please see Lien Reduction Request Letter
Date: Tuesday, September 19, 2023 10:51:47 AM

**** This message originated outside of the City of Mount Dora network. Please think before you click. ****

September 19, 2023

To: Jeanann Hand, Lake County City Council Office
cc to: Adam Sumter, Code Enforcement; Merry Lovern,City Manager Assistant

Please accept this as our "LETTER TO REQUEST LIEN REDUCTION."

Property Info: 404 Grant Ave., Mount Dora, FL
Owners: Max Land Trust, Inc.
Our Purchase Date of the Property: 3/28/23
Purchase Price: $39,937.40

We understand that the deadline for all Claimants was 7/28/23.
Previous Owner made a claim.
City of Mount Dora made a claim.
==

Things we have done:

-Within 2 weeks of purchasing the property, we bush hogged and cleaned up the property on 4/13/23, correcting all overgrowth and debris problems.

-We have been using a regular lawn maintenance service for the upkeep of this property.

- As far as we know, the property is fully compliant.

Below is info on the outstanding Liens that was provided to us by our Title Co., Meridian Title.:

1. Record Book 3640, Page 1043: Sewer lien city of mount Dora: $4,032.83

   There's a pending surplus claim in the same amount - $4,032.83. We are requesting a Release for this Lien.

2. Case #: 2018-0188……..Records Book 5292, Page 565: Order of non-compliance: $11,178.98 .

   All isues have been corrected. We're asking to have this reduced to zero and a Release of Lien be provided.

3. Case #: 2019-0425……Records Book 5495, Page 651: Findings of fact/ conclusion of law order imposing fine/ Repeat violation: not sure on fee?

   We're asking this fine be reduced to zero, and a Release of Lien be provided. All issues have been corrected.

4. Case #: 2019-0238……Records Book 5322, Page 2154:
   Code enforcement violation: $25,225.00.

   There's a pending surplus claim in the amount of $25,225.00. We are requesting a Release of Lien.

*We have been advised by Merry, at the City Manager's Office, that we are currently in a "wait period" for the County Legal Review at this time.

Is there any way that we can go before the Hearing Board in the near future?

We wish to be placed on the City Council agenda to present our request.
Please reply back to us with a date as weare eager to get closure on this.

We await your reply. If you could let me know that you received this emailed Request, I would greatly appreciate it.

Thank you very much for your consideration and assistance in this matter.

Sincerely,

--
Pam Loftin
Office Assistant
Max Land Trust Inc.
Village Flooring Plus
358 Hibiscus Avenue
Merritt Island, FL 32953
321-208-0184 (between 9:30am-4:00pm, Mon-Fri.)

"Stay Positive in the Face of Negativity"

This Instrument prepared by
and return to:
D. Andrew Smith, III
Shepard, Smith & Cassady, P.A.
2300 Maitland Center Parkway
Suite 100
Maitland, Florida 32751

RELEASE OF LIEN

WHEREAS, pursuant to issuance by the Lake County Tax Collector of a tax deed to the new owner of the real property described herein, the undersigned, on behalf of the City of Mount Dora, does hereby acknowledge release of the Order related to property described as:

MOUNT DORA W 120 FT OF N 173 FT, BLK 135--LESS ST R/W--PB 3 PGS 37-43 ORB 6115 PG 511

Alternate Key: 1664501
Parcel Number: 29-19-27-0050-135-00005

dated the 21st day of November 2023, and recorded in Official Record Book 04000, Pages 2420-2421, Book 5495, Pages 651-653, Book 5415, Pages 1930-1932 and does direct the Clerk of said Court to cancel and discharge the Code Enforcement Liens created thereby.

Signed, sealed and delivered this ______ day of ____________, 2023.

CITY OF MOUNT DORA, FLORIDA

By: ________________________________
Patrick C. Comiskey, City Manager

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___________ day of __________________, 2023, by Patrick C. Comiskey, as City Manager of the City of Mount Dora, and who is [ ] personally known to me or [ ] who produced ____________________ as identification.

____
NOTARY PUBLIC
Printed Name:__________________

My Commission Expires:

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager Patrick C. Comiskey

SUBJECT: Request approval for purchase of four new SludgeKing sludge dewatering boxes from Trippensee Shaw, Inc. for WWTP1 and WWTP2 in the amount of $299,700.00

Introduction:
This is a request for Council to approve the purchase a total of four SludgeKing dewatering boxes for WWTP1 and WWTP2.

Discussion:
The City intends to purchase a total of four (4) SludgeKing 30 cubic yard roll off dewatering boxes. Two each will be placed at WWTP 1 and WWTP 2 to replace existing dewatering boxes that are nearing the end of their useful life. SludgeKing is a unique dewatering box technology designed with two center panels and offers 33% more filtration area. Special features of this box, in addition to the greater filtration area, are a superior coating system and low maintenance requirements. This manufacturer has patents currently pending for this sludge dewatering solution. Economy of scale in purchasing four versus two dewatering boxes has resulted in a lower cost per box.

The City of Mount Dora is awarding this procurement as a Single Source Procurement in accordance with its Purchasing Policy Manual, Section 3.4-1(G). A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which, for justifiable reasons, are found to be most advantageous for the City, even though other competitive sources may be available. A Single Source Procurement is a non-competitive procurement method.

Budget Impact:
The estimated expense for this purchase is $299,700.00, budgeted evenly from GL# 425-5555-580.63.01-WA2002 and GL# 421-1940-536.46.01.

Strategic Impact:
Goal 2: Infrastructure/Public Safety

Recommendation:

City Council approve the purchase of four SludgeKing dewatering boxes for WWTP1 and WWTP2.

Attachment(s):

1. Attachment #1 Notice of Intent to Award.REVISED RSS 24-UT-005 Replacement Sludge Dewatering Solution (5)
2. Attachment #2 Park Process Sludge King Dewatering Box Revised Proposal w ATT for Four Units - Richard Shephard_Mt. Dora 11152023 (002)

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Marilyn Douglas, Purchasing Manager	Approved - 11/15/2023
	Aneta Barton, Budget Director	Approved - 11/15/2023
	City Attorney, City Attorney	Approved - 11/16/2023
	Jeanann Hand, City Clerk	Approved - 11/16/2023
	Patrick Comiskey, City Manager	Final Approval - 11/16/2023

ATTACHMENT #1

CITY OF MOUNT DORA

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: douglasm@cityofmountdora.com

To: All Interested Vendors

Re: **NOTICE OF INTENT TO AWARD A SINGLE SOURCE PROCUREMENT (Revised)**

Single Source No. : RSS# 24-UT-005 **Date Posted: October 20, 2023**

Written Response Due By: Thursday, November 2, 2023 at 10:00 A.M.

SUBMIT RESPONSES TO:

Name: Marilyn Douglas
Email Address: douglasm@cityofmountdora.com
Subject Line Identifier: RSS #24-UT-005 – Replacement Sludge Dewatering Solution

---

Subject: Sludge Box Replacement

The City of Mount Dora intends to award a procurement as a Single Source Procurement in accordance with its Purchasing Policy Manual, Section 3.4-1(G). Any responses received in reference to this Notice will be for the sole purpose of determining whether a competitive procurement is in the best interest of the City. **This is not a solicitation, and there is not a solicitation available.**

A Single Source Procurement is a purchase that is directed to one (1) source because of standardization, warranty, or other factors, which for justifiable reasons, is found to be most advantageous for the City, even though other competitive sources may be available. **A Single Source Procurement is a non-competitive procurement method.**

All are encouraged to notify the Purchasing Manager, stating their company/agency name, address, contact name, contact email, and a statement regarding their ability to provide the requested goods or services. All responses must be in writing, via email, to the Purchasing Manager specified, by the "Response Due By" date and time listed above. If applicable, Distributors and re-sellers are highly encouraged to include a statement from the manufacturer stating they are authorized to sell or rent the desired commodity.

The determination not to compete this proposed action based on the responses to this Notice is solely within the discretion of the City Manager for purchase amounts of $50,000.00 or less, and at the discretion of the City of Mount Dora City Council for purchase amounts exceeding $50,000.00.

Marilyn J. Douglas
Purchasing Manager
510 N. Baker Street
Mount Dora, FL 32757
Voice: 352-735-7176
Fax: 352-735-1406
E-mail: douglasm@cityofmountdora.com

Procurement details (REVISED):

Estimated Spend or Value:	Approximately $311,700.00 $~~155,850.00~~ for four ~~two~~ boxes (includes freight & environmental recovery fee)
Term (Years):	One Time Purchase
Vendor:	Trippensee Shaw/Park Process

Brief Description: The City intends to purchase ~~two (2)~~ four (4) SludgeKing 30 cubic yard roll off dewatering box solution for WWTP 1 and WWTP 2 to replace existing dewatering boxes that are failing at this time due to age.

Justification: SludgeKing is a unique dewatering box technology designed with two center panels and offers 33% more filtration area. Special features of this box in addition to the greater filtration area is a superior coating system and low maintenance requirements. This manufacturer has patents currently pending for this sludge dewatering solution.

Remainder of page left blank intentionally.

TRIPPENSEE SHAW

November 15, 2023

Richard Shephard
City of Mount Dora
Chief Operator
900 N. Donnelly Street
Mount Dora, FL 32757

Subject: City of Mount Dora
Park Process – SludgeKing™ Dewatering Box
Revised Proposal for Four Boxes

Dear Mr. Shephard:

Trippensee Shaw, Inc., as the exclusive representative for Park Process in Florida, is pleased to provide this proposal for a quantity of four (4) SludgeKing™ dewatering boxes. The per unit price matched the price of the previous proposal and has simply been adjusted for the total project quantity of four.

The differentiators for the proposed SludgeKing™ system follow:

- **Greater Filtration Area** – The proposed model SludgeKing-SKRO-30-T is designed with two center panels and offers 33% more filtration area when compared to other dewatering boxes. The result of more filtration area is better performance.
- **Patent Pending Filtrate Drainage Design** – The proposed SludgeKing™ offers a patent pending filtrate drainage design that mitigates cake sticking concerns to enhance filtrate removal and further increase dewatering performance.
- **Class Leading Materials Thickness** – The SludgeKing™ dewatering box is fabricated of industry leading materials thickness that results in best-in-class life. This robust design includes fabrication of the floor from 1/4” plate and the side walls from 3/16” plate.
- **Superior Coating System** - The coating system that is used for the SludgeKing™ offers superior durability and corrosion resistance when compared to other dewatering box technologies. Carboline primer, Carboguard® is applied to the interior with two 6 mil coats after the interior is sandblasted to near white metal. The exterior is sandblasted to near white metal and then primed with 6 mils of Carboguard®, followed by a final coating of 3 mils of Carbothane®, a Carboline polyurethane coating.

We appreciate this opportunity to work with the City of Mount Dora. Please contact me at your convenience if you have questions.

Best regards,

L. Todd Shaw, P.E.
Trippensee Shaw, Inc.

7015 Fairbanks N. Houston Rd
Houston, TX 77040
USA
WWW.PARKPROCESS.COM

Quotation

TO:	CITY OF MOUNT DORA
ATTN:	RICHARD SHEPHERD
EMAIL:	SHEPHERDR@CI.MOUNT-DORA.FL.US
TEL:	352-735-7155
FAX:	
MOBILE:	
ADDRESS:	900 NORTH DONNELLY STREET MOUNT DORA, FL 32757

QUOTE #:	PP23 01540
DATE:	11/15/2023
TERMS:	NET 20
SHIP VIA:	BEST WAY
FOB:	OUR SHOP
SALES REP:	Russ Caughman
DIRECT:	713-849-7189
CELL:	713-212-9737
E-MAIL:	rcaughman@park-usa.com

PP_QUOTE_TEMPLATE #1 - Copy.docx

LINE	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1	4	SLUDGEKING-SKRO SLUDGE KING II- DEWATERING ROLL-OFF CONTAINER. SQUARE BOTTOM, RECTANGULAR SHAPE DESIGN WITH A-36 CARBON STEEL 1/4" FLOOR AND 3/16" SIDE WALLS, 6" X 2" X 1/4" BOTTOM RAILS- 36.5" INSIDE RAIL SPACING LIQUID TIGHT SIDE HINGED REAR DOOR WITH T-EXTRUDED EPDM GASKET AND 6 POINT CHAIN BINDING SYSTEM 4 - 8" X 8" WHEELS INSTALLED ON THE FRONT AND REAR BOTTOM OF CONTAINER TWO 4" DIAMETER X 6"LONG TRACKING WHEELS. FILTER SYSTEM COMPRISED OF ABS DIMPLED CORE PLASTIC FILTER SUPPORTS INSTALLED INSIDE OF A WELDED-IN FRAMEWORK ON BOTH SIDE WALLS AND ON EITHER SIDE OF TWO CENTER FILTER WALL SUPPORT STRUCTURES.	$72,500.00	$290,000.00

ACCEPTED BY:	DATE:
COMPANY:	PO #

PP_QUOTE_TEMPLATE #1 - Copy.docx QTY LINE	DESCRIPTION	UNIT PRICE	EXT PRICE
	INSTALLED ON TOP OF THE SUPPORT PANELS WILL BE A WOVEN POLYESTER FILTER MEDIA - PARK PROCESS FM11-800. THIS MATERIAL COVERS BOTH SIDE WALLS AND BOTH SIDES OF THE TWO CENTER FILTER WALL SUPPORT STRUCTURES. UNDERDRAIN SYSTEM IS CONNECTED TO THE AREA BEHIND THE FILTER PANELS, ALLOWING FILTERED FLUID TO EXIT VIA 4 - 3" DRAINAGE PORTS. DRAIN PORTS COME COMPLETE WITH CAMLOCK STYLE CAPS. HDPE PLASTIC PLATES ARE INSTALLED ON THE FLOOR OF THE CONTAINER BETWEEN THE SIDE WALLS AND CENTER FILTER WALLS AND BETWEEN THE TWO CENTER FILTER WALLS. FILTER SYSTEM IS CONSTRUCTED IN SUCH A WAY THAT THE AMOUNT OF WATER LEFT ON TOP OF THE FLOOR OF THE CONTAINER WILL BE AT A MINIMUM. THE BOTTOM OF THE SIDE WALL AND CENTER WALL FILTERS FORM A 90 DEGREE ANGLE WITH THE PLASTIC FLOOR PLATES. 3" INLET MANIFOLD THAT TRANSITIONS INTO 3 SEPARATE 2" INLET PORTS, EACH EQUIPPED WITH A BALL VALVE IS PROVIDED. COATING: ALL CARBON STEEL SURFACES WILL BE SANDBLASTED WIHT A SSPC-SP10 BLAST		

PP_QUOTE_TEMPLATE #1 - Copy.docx QTY LINE		DESCRIPTION	UNIT PRICE	EXT PRICE
		EXTERIOR IS COATED WITH A 2-PART CARBOLINE CARBOGUARD EPOXY TO 6 MILS AND UPPER COATED WITH CARBOTHANE POLYURETHANE PAINT TO 3 MILS. INTERIOR WILL BE COATED WITH 2 - 6 MIL THICK COATS OF CARBOGUARD. SUPPORT PANELS AND HOLD DOWN BRACKETS WILL BE HOT DIP GALVANIZED.		
2	1	ENVIRONMENTAL RECOVERY FEE OF 2.9% WILL BE CHARGED UP; TO A MAXIMUM OF $1,150.00	$1,150.00	$1,150.00
3	1	FREIGHT CHARGE TO SHIP THE FOUR SLUDGE KINGS TO MOUNT DORA WWTP	$8,550.00	$8,550.00

Notes:

TAXES ARE NOT INCLUDED IN THIS QUOTATION

SubTotal	$299,700.00
Tax	$0.00
Shipping	$0.00
Total	$0.00

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of the National Purchasing Cooperative Interlocal Participation Agreement between the City of Mount Dora and BuyBoard

---

Introduction:
This is a request for City Council to approve the National Purchasing Cooperative Interlocal Participation Agreement between the City of Mount Dora and BuyBoard.

Discussion:
The BuyBoard National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement. The BuyBoard National Purchasing Cooperative will allow the City of Mount Dora to take advantage of the streamlined purchasing process that complies with procurement laws of the State of Florida. The purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative members.

Budget Impact:
N/A

Strategic Impact:
F.S 163.01, also known as the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and cooperative association on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.

Recommendation:
City Council approve the National Purchasing Cooperative Interlocal Participation Agreement between the City of Mount Dora and BuyBoard.

Attachment(s):

1. Attachment #1 National-Purchasing-Cooperative-OIA_signed
2. Attachment #2 #2 2023_8_9-National-Purchasing-Cooperative-Bylaws
3. BuyBoard - Cooperative Purchasing

Prepared by:	Aneta Barton, Budget Director	
Reviewed by:	City Attorney, City Attorney	Approved - 11/16/2023
	Jeanann Hand, City Clerk	Approved - 11/16/2023
	Patrick Comiskey, City Manager	Final Approval - 11/16/2023

ATTACHMENT #1

NATIONAL PURCHASING COOPERATIVE
ORGANIZATIONAL INTERLOCAL AGREEMENT

The National Purchasing Cooperative ("Cooperative") was formed on May 26, 2010, by organizing local governments (School District of Caroline County, Maryland; School District of St. Mary's County, Maryland; Warwick Public School District, Rhode Island; and Providence Public School District, Rhode Island) entering into an Organizational Interlocal Agreement. Under the authority granted through the Organizational Interlocal Agreement, the Cooperative's Board of Directors ("Board") amended the agreement on April 23, 2012, and, through resolution dated August 9, 2023, the Board adopts this amended and restated Organizational Interlocal Agreement ("Agreement") effective November 1, 2023:

Article 1. Composition and Purposes of the Cooperative

a. The Cooperative exists for the benefit of all eligible governmental entities, wherever located in the United States, that may become a part of the Cooperative. Governmental entities may join this Cooperative by becoming a party to this Agreement at any time during the term of this Agreement, or as otherwise authorized by the Cooperative (for purposes of this Agreement, the same shall be referred to as "Cooperative Members").

b. The Cooperative shall operate on behalf of its participating Cooperative Members, and each Cooperative Member must be authorized to enter into an interlocal, intergovernmental, or joint powers agreement under the laws of the Cooperative Member's state.

c. The purpose of the Cooperative is to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a joint effort to (i) comply with the governmental procurement requirements applicable to the state of purchase; (ii) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (iii) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (iv) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.

d. This Agreement, and the Cooperative formed hereunder, shall be governed under the laws of the State of Rhode Island, specifically, R.I.GEN.LAWS § 16-2-9.2 (2009). Additionally, this Cooperative is intended to comply with the various laws governing interlocal, intergovernmental, or joint powers agreements applicable to its participating Cooperative Members. Nothing in this Agreement is intended to evade the requirements of any state or local procurement laws.

Article 2. Governance

a. The Cooperative shall be governed by a Board of Directors whose number (which shall be a minimum of three), qualifications, and terms shall be set forth in the Cooperative's bylaws.

b. The Board shall have all the powers necessary to effectuate the purposes of the Cooperative and shall operate in accordance with the terms of this Agreement and the bylaws, agreements, and policies adopted and amended by the Board from time to time. Proxy voting by Directors shall only be permitted if authorized by the bylaws. Although Cooperative Members are parties to this Agreement, only the Board is vested with governing authority over the Cooperative.

c. Any action of the Board may be taken without a meeting if a written consent, setting forth the action to be taken, is signed or submitted by the number of Directors as would be necessary to take such action at a meeting where Directors were present in the manner and form allowed by the bylaws.

Article 3. Termination and Dissolution

This Agreement shall continue in full force and effect until superseded, terminated, or dissolved by the Board in accordance with the Cooperative's bylaws and governing law.

Article 4. Fiscal Responsibility

a. No entity that joins this Agreement as a party shall ever be responsible for the payment of any sum of money to the Cooperative, a Cooperative Member, or to any other person or entity solely by reason of its joinder to this Agreement. A payment obligation shall only arise for a party to this Agreement under the terms and provisions of a contract, agreement, or instrument which has been expressly authorized by such party.

b. Notwithstanding the foregoing, each party that joins this Agreement represents and confirms that any payment that may be required of it under this Agreement will be made from current revenues budgeted and available to such party.

Article 5. Entire Agreement/Amendments

a. This Agreement constitutes the entire Organizational Interlocal Agreement of the National Purchasing Cooperative and supersedes any prior organizational interlocal agreement, including amendments thereto, for the Cooperative.

b. Amendment of this Agreement shall require approval of the Board.

Article 6. Severability

If any part of this Agreement is declared invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

CERTIFICATION

The below officers of the National Purchasing Cooperative hereby execute this amended and restated Organizational Interlocal Agreement, effective November 1, 2023, on behalf of the Cooperative, as authorized by resolution of the Board of Directors on the 9th day of August, 2023.

NATIONAL PURCHASING COOPERATIVE

By: Jeffrey K. Orr
Jeffrey K. Orr
Board Chair

And

By: Kevin Edwards
Kevin Edwards
Board Secretary

NATIONAL PURCHASING COOPERATIVE BYLAWS

(Approved by the Cooperative Board on August 9, 2023, as Immediately Effective)

The National Purchasing Cooperative ("Cooperative") was established on May 26, 2010, by the entry of certain governmental entities into an Organizational Interlocal Agreement ("OIA"), pursuant to MD. CODE ANN., STATE FIN. & PROC. § 13-110 (West 2009), and R.I. GEN. LAWS §16-2-9.2 (2009).

The Cooperative was formed for the benefit of its members, which are eligible governmental entities in the United States of America. The Cooperative exists and operates under the OIA, these bylaws, and interlocal and intergovernmental agreements authorized by the Cooperative for its members ("Cooperative Members").

1. PURPOSE

1.1 The general purposes of the Cooperative are to obtain the benefits and efficiencies that can accrue to Cooperative Members by participating in a cooperative effort to (a) comply with governmental procurement requirements applicable to the State of purchase; (b) identify qualified vendors of commodities, goods and services that will meet the needs of Cooperative Members; (c) relieve or ease the burden of the governmental purchasing function by promoting administrative efficiency and intergovernmental cooperation; and (d) realize the various potential economies of scale, including administrative and other cost savings, that can be achieved from volume purchasing on a national scale.

2. MEMBERSHIP

2.1 Membership in the Cooperative is open to any school district or other governmental entity, including a county, municipality, state agency, or other entity which is authorized to be a party to an interlocal, intergovernmental, joint powers or similar agreement under applicable State laws as may be determined by the Cooperative. Further, income to such entity must qualify for exemption under Section 115 of the Internal Revenue Code.

3. WITHDRAWAL FROM MEMBERSHIP

3.1 Any Cooperative Member may withdraw from the Cooperative in accordance with the terms of the membership agreement executed with the Cooperative. A Cooperative Member who withdraws from the Cooperative must still honor any and all pending contractual obligations with Cooperative vendors.

4. GOVERNANCE

4.1 The Cooperative shall be governed by a Board of Directors.

4.2 The Board shall govern and manage the Cooperative in accordance with the terms of the OIA, these bylaws, and agreements and policies adopted by the Board from time to time. The Board shall have the further functions, powers, and duties provided by law.

4.3 All Cooperative Directors, through maintaining their official capacity as elected or appointed officials or employees of their respective governmental entities, shall act in the interest of all Cooperative Members with respect to Cooperative business.

5. BOARD QUALIFICATIONS AND COMPOSITION

5.1 The number of Directors shall be nine (9) individuals. The composition of the Board shall be as follows: (a) five (5) shall be elected or appointed officials or employees of Cooperative Members as selected by the Board; (b) two (2) shall be school board members from a Cooperative Member school district as selected by the Board; (c) one (1) shall be an employee of a sponsoring state school boards association as selected by the Board; and (d) one (1) shall be appointed by the Texas Association of School Boards. No Cooperative Member shall hold more than one seat on the Board. Any Director who no longer meets the qualifications set forth herein shall be deemed to have vacated the position on the Cooperative Board.

5.2 The Directors shall serve for staggered terms of three (3) years, with three terms expiring concurrently. A term shall commence on January 1 and end three years later on December 31. Each Director shall hold office until the Director's term expires or until such Director's resignation or removal. No Director may serve more than three full terms on the Board.

6. VACANCY

6.1 Any vacancy on the Board, whether full or partial term, shall be filled consistent with the composition and qualification requirements provided in Section 5 above. For all purposes, including the determination of a quorum, each vacancy on the Board shall reduce full membership of the Board by one (1) until such time as the vacancy is filled; however, in no event shall the Board's membership constitute fewer than three (3) individuals.

7. REMOVAL

7.1 Any Director who is absent from three (3) consecutively scheduled meetings or for cause may be subject to removal by a majority of the remaining Directors. Additionally, if a Director is unable or unwilling to serve, that Board seat may be declared vacant by a majority of the remaining Directors.

8. MEETINGS

8.1 The Chair shall call meetings of the Board as follows:

8.1.1 At least four (4) times annually for the regular transaction of business, of which one shall constitute the annual meeting to occur during the last quarter of the calendar year.

8.1.2 When any three Directors submit to the Chair a request in writing for a meeting. In such event, the Chair shall then call a meeting within 30 days of the latest of the three Directors' requests.

8.1.3 At such other times that the Chair deems necessary or appropriate.

8.2 Directors shall have a minimum of 15 days written notice of any meeting of the Board. Notice may be fewer than 15 days if a majority of the entire Board affirmatively waives such time period, in writing or by vote or other action. A Director's attendance at a meeting constitutes waiver of notice of the meeting unless the person attends for the express purpose of objecting to the transaction of any business because the meeting was not properly called or convened.

8.3 A meeting of the Board may be conducted in person or by alternate means, such as teleconference, videoconference, the internet, or any other means through which each meeting participant can communicate with all other meeting participants.

8.4 A meeting of the Board shall be conducted pursuant to the latest edition of Robert's Rules of Order.

9. QUORUM AND VOTING

9.1 A majority of the Board, including those participating pursuant to Section 8.3 above, shall constitute a quorum. When a quorum exists, concurrence of a majority of those present and voting at any Board meeting shall be necessary for any official action taken by the Board, unless otherwise provided by these bylaws.

9.2 On any occasion when a meeting is called and a quorum is not present, the Chair may conduct valid business by polling the Directors who are present and then polling the absent Directors by telephone or other electronic means. Similarly, on any occasion when the Chair deems that a meeting is not feasible, the Directors may be polled by telephone or other electronic means. In any poll taken by telephone or other electronic means, the Directors who are polled shall confirm their action in writing, and such writing (whether in a single document or several) shall be made part of the minutes. A majority of the entire Board must concur for any action taken by poll.

10. OFFICERS

10.1 At its annual meeting during the last quarter of the calendar year, the Board shall elect the following Officers from among its members for a one-year term to commence on January 1 of the upcoming year: Chair, Vice-Chair, and Secretary.

11. CHAIR

11.1 The Chair shall preside at all meetings of the Board, perform such other duties as provided in these bylaws, and have such other authority and powers as the Board may prescribe.

11.2 The Chair, on behalf of the Cooperative, shall have the authority to sign and execute all contracts and other instruments.

11.3 The Chair may delegate to a member of the Board any authority or power vested in the Chair by these Bylaws as necessary and appropriate to conduct the business of the Cooperative and as approved by the Board.

12. VICE CHAIR

12.1 In the absence of the Chair, or in the event of the Chair's inability or refusal to act, the Vice Chair shall perform the duties of the Chair and when so acting shall have all the duties of and be subject to all the restrictions upon the Chair. The Vice Chair shall perform such other duties as may be assigned by the Chair.

13. SECRETARY

13.1 The Secretary, or his/her designee, shall keep the minutes of all meetings of the Board and shall attend to the giving and serving of all notices.

13.2 The Secretary, or his/her designee, shall have charge of the Cooperative's books, records, and such other books and papers as the Board may direct and shall have the authority to sign and execute contracts and other instruments as delegated by the Board or Chair. The Secretary shall in general perform all duties incident to the office of Secretary subject to the control of the Board.

13.3 In the absence of the Secretary, the Chair may appoint any person, other than the Chair, to act as Secretary during such absence. In any meeting of the Board at which both the Chair and Vice Chair are absent, the Secretary shall initially preside over such meeting for the sole purpose of having the Directors appoint a presiding officer for the duration of the meeting,

14. COMMITTEES

14.1 The Chair may appoint committees of the Board as the Chair deems necessary to properly perform or more effectively carry out the mission and purposes of the Cooperative.

14.2 Unless the Board has authorized otherwise, all committees shall cease to exist when the term of the Chair expires.

15. EXPENSE REIMBURSEMENT

15.1 Directors shall serve without compensation. In accordance with Board policy, the Cooperative may reimburse reasonable expenses incurred by Directors in attending to the business of the Cooperative, including certain expenses which may be characterized as "compensation" for federal tax purposes. However, under no circumstances may a Director simultaneously serve as an employee, consultant, or independent contractor of the Cooperative.

16. POWER AND DUTIES

16.1 The Board, in addition to other powers and duties conferred or authorized by law, shall have the following powers and duties:

16.1.1 To enter into contracts as the Board deems necessary or appropriate, and to fix the time, manner, and payment there for;

16.1.2 To set a budget and provide for the proper financial accounting and reporting of the activities of the Cooperative;

16.1.3 To require an audit at such times the Board deems appropriate;

16.1.4 To carry out all of the duties necessary for the proper operation and administration of the Cooperative on behalf of Cooperative Members and, to that end, have all powers necessary for the effective administration of the affairs of the Cooperative, including the delegation of powers;

16.1.5 To arrange for the investment of assets according to an approved investment policy. The Board shall appoint, by resolution, one or more investment officers, who may or may not be a member of the Board, to be responsible for the investment of Cooperative assets;

16.1.6 To require, at the Board's discretion, the securing of a fidelity bond for those entities or persons charged with handling any of the monies or investments of the Cooperative;

16.1.7 To engage an administrator, attorney, accountant, or other professional or service provider that the Board deems necessary for the proper administration of the Cooperative;

16.1.8 To terminate the membership of any Cooperative Member in accordance with the Cooperative's bylaws, agreements or policies;

16.1.9 To authorize the commencement, defense, or other appearance of the Cooperative in any litigation, claim, or dispute related to Cooperative matters, and to engage counsel and appropriate experts in respect of such litigation.

17. PRINCIPAL OFFICE

17.1 The principal office of the Cooperative is located at 12007 Research Blvd., Austin, Texas 78759, and the mailing address is P.O. Box 400, Austin, Texas 78767-0400. The Cooperative also may have such other offices and places of operation as the Board may designate.

18. FISCAL YEAR

18.1 The fiscal year for the Cooperative shall begin on the first (1^{st}) day of September and end on the 31^{st} day of August of the succeeding year. Except where otherwise indicated, any reference to "annual" or "annually" in these bylaws shall mean the fiscal year of the Cooperative.

19. BOOKS AND RECORDS

19.1 The Cooperative shall keep books and records of account, minutes of the proceedings of the Board, and shall keep at its principal office a record of the names and addresses of the Cooperative Members.

20. MISCELLANEOUS PROVISIONS

20.1 Any notice required or permitted by these bylaws to be given to a Director, Cooperative Member, or other person, may be given in person or by U.S. mail, e-mail, or other mode of delivery typically used in commerce and accessible to the intended recipient. If mailed, a notice is deemed delivered when deposited in the U.S. mail addressed to the person at his or her address as it appears in the Cooperative's records, with postage prepaid. If given by e-mail, a notice is deemed delivered at the moment it is sent. A person or entity may give notice of a change in address in writing to the Secretary.

20.2 If the conclusion of any time period provided for herein falls on a weekend or a federal holiday, the conclusion of such time period shall be deemed to be extended until the next business day. Otherwise, references to time periods measured by days shall mean calendar days unless business days are specifically designated.

20.3 All references in these bylaws to statutes, regulations, or other sources of legal authority will refer to the authorities cited, or their successors, as they may be amended from time to time.

20.4 To the greatest extent possible, these bylaws shall be construed to conform to all legal requirements and all requirements for obtaining and maintaining all tax exemptions that may be available to unregistered entities, such as the Cooperative.

20.5 If any bylaws provision is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision, and the bylaws will be construed as if they had not included the invalid, illegal, or unenforceable provision.

20.6 In the event any bylaws requirement is not followed due to impossibility of performance, mistake, inadvertence, or other reason, the Board is authorized to remedy such failure to the fullest extent permitted by law. The remedy shall give effect to the intent and purpose of the bylaws requirement and attempt to mitigate any harm as much as feasible.

21. IMMUNITY

21.1 To the greatest extent authorized by law, no provision of these bylaws or any agreement or policy approved by the Board, shall be construed to waive the governmental immunity afforded to the Cooperative and any Cooperative Member under law. The Cooperative, its Board, agents and representatives, and Cooperative Members retain all governmental and official immunities conferred by law.

22. LIABILITY, INDEMNIFICATION, AND INSURANCE

22.1 The Cooperative is not formed as a trust; therefore, the members of the Board shall not be deemed to have the duties or liabilities of Directors under the laws of any State regulating trusts.

22.2 The Cooperative will not hold members of the Board, its Officers and agents or representatives liable for acts taken in good faith and reasonable within the Cooperative's best interest. Neither the Board, its administrator, nor any Officers, Directors, or agents shall be held liable for any action or omission to act on behalf of the Cooperative unless caused by willful misconduct, and all shall enjoy the broadest immunities permitted by law.

22.3 The Cooperative shall indemnify, defend, and hold harmless (directly or through insurance) all Directors and Officers, to the fullest extent permitted by law, in any claim, litigation, or other proceeding and cover all reasonable expenses, including, but not limited to, attorney's fees, costs, judgments, settlement payments and penalties, arising out of the management and operation of the Cooperative, unless the litigation, claim or other proceeding resulted from the willful misconduct of such person. The Board may have the Cooperative indemnify, defend, and hold harmless its administrator, sponsor or any endorser, agent or representative it deems appropriate, to the extent permitted by law.

22.4 The Cooperative may obtain insurance on behalf of the Directors for any liability asserted against a Director arising out of his or her relationship with the Cooperative.

23. TERMINATION AND DISSOLUTION

23.1 Termination of the Cooperative shall only occur by action of a two-thirds majority of the entire Board. Notwithstanding anything contained herein to the contrary, upon dissolution of the Cooperative, assets will first be used to pay all debts and obligations of the Cooperative and any remaining funds shall be distributed to the Cooperative Members under a formula of distribution which shall be determined by the Board at the time of dissolution. The precise formula of distribution shall set forth the amount of distribution and the Cooperative Members eligible for such distribution.

24. AMENDMENTS TO BYLAWS

24.1 These bylaws may be amended by the affirmative vote of a majority of the entire Board. The Board must not take final action to adopt any amendment until the second reading. The Board may waive this waiting period by unanimous consent.

NATIONAL PURCHASING COOPERATIVE
INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into on the date indicated below by and between the National Purchasing Cooperative ("Cooperative"), an administrative agency of cooperating local governments and other governmental entities, acting on its own behalf and the behalf of all participating governmental entities, and the undersigned governmental entity ("Cooperative Member").

I. RECITALS

WHEREAS, the National Purchasing Cooperative was formed on May 26, 2010, by certain local governments that entered into an Organizational Interlocal Agreement; and

WHEREAS, the purpose of the Cooperative is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize potential economies of scale, including administrative cost savings, for Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Cooperative Member and the Cooperative agree as follows:

II. TERMS AND CONDITIONS

1. **Adopt Organizational Interlocal Cooperation Agreement.** The Cooperative Member by the execution or acceptance of this Agreement hereby adopts and approves the Organizational Interlocal Agreement, as last amended and restated, which agreement is incorporated herein by reference (and is available from the Cooperative upon request). The Organizational Interlocal Agreement establishes the Cooperative as an administrative agency of its collective participants, and Cooperative Member agrees to become a participant or additional party to the Organizational Interlocal Agreement.

2. **Term.** The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. If the Cooperative Member is an existing Cooperative Member that joined the Cooperative by executing a participation agreement which authorized amendment upon the Cooperative providing prior written notice, then this Agreement will be deemed an Amendment by Notice, effective on the 61st day that the Cooperative Member is sent notice of this Agreement. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Cooperative Member's initial term (not the effective date of the amendment), unless the Agreement is sooner terminated in accordance with the provisions herein.

P.O. Box 400, Austin, Texas 78767
800.695.2919 • buyboard.com

3. **Termination.**

(a) **By the Cooperative Member.** This Agreement may be terminated by the Cooperative Member at any time by 30 days prior written notice to the Cooperative as provided in Article III, Section 14, provided any amounts owed to any vendor have been fully paid.

(b) **By the Cooperative.** The Cooperative may terminate this Agreement by:

(1) Giving 10 days notice as provided in Article III, Section 14, to the Cooperative Member if the Cooperative Member breaches this Agreement; or

(2) Giving 30 days notice as provided in Article III, Section 14, to the Cooperative Member with or without cause.

(c) **Termination Procedure.** If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Cooperative terminates participation of the Cooperative Member, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will not be entitled to any distribution which may occur after the Cooperative Member terminates from the Cooperative.

4. **Payments by Cooperative Member.** The Cooperative Member will make timely payments to the vendor for the goods, materials and services received in accordance with the terms and conditions of the bid invitation, instructions, and all other applicable procurement documents. Payment for goods, materials and services and inspections and acceptance of goods, materials and services ordered by the procuring Cooperative Member shall be the exclusive obligation of the procuring Cooperative Member, and not the Cooperative. Furthermore, the Cooperative Member is solely responsible for negotiating and securing ancillary agreements from the vendor on such other terms and conditions, including provisions relating to insurance or bonding, that the Cooperative Member deems necessary or desirable under federal, state or local law, local policy or rule, or within its business judgment.

5. **Payments by Vendors.** The parties agree that the Cooperative will require payment from vendors which are selected to provide goods, materials or services to Cooperative Members. Such payment (hereafter "Vendor Fees") may be up to two percent (2%) of the purchase price paid by Cooperative Members or a flat fee amount that may be set from time to time by the Cooperative Board of Directors. Cooperative Member agrees that these Vendor Fees fairly compensate the Cooperative for the services and functions performed under this Agreement and that these Vendor Fees enable the Cooperative to pay the administrative, licensing, marketing, and other expenses involved in successfully operating a program of electronic commerce for the Cooperative Members. Further, Cooperative Member affirmatively disclaims any rights to such Vendor Fees, acknowledging all such fees are the property of the Cooperative. Similarly, in no event shall a Cooperative Member be responsible for payment of Vendor Fees.

6. **Distribution.** From time to time, and at the sole discretion of the Cooperative Board of Directors, the Cooperative may issue a distribution to Cooperative Members under a plan developed by the Cooperative Board of Directors. The Cooperative Member acknowledges that a distribution is never guaranteed and will depend on the overall financial condition of the Cooperative at the time of the distribution and the purchases made by the Cooperative Member.

7. **Administration.** The Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation and sponsorship of the purchasing program provided through this Agreement. The Cooperative will provide reports, at least annually, to the Cooperative Member electronically or by mail. Cooperative Member will report purchase orders generated under this Agreement to the Cooperative or its designee, in accordance with instructions of the Cooperative.

8. **BuyBoard®.** Cooperative Member will have a non-exclusive license to use the BuyBoard electronic purchasing application during the term of this Agreement. Cooperative Member acknowledges and agrees that the BuyBoard electronic application and BuyBoard trade name are owned by the Texas Association of School Boards, Inc. ("TASB"), and that neither the Cooperative nor the Cooperative Member has any proprietary rights in the BuyBoard electronic application or trade name. The Cooperative Member will not attempt to resell, rent, or otherwise distribute any part of BuyBoard to any other party; nor will it attempt to modify the BuyBoard programs on the server or acquire the programming code. The Cooperative Member may not attempt to modify, adapt, translate, distribute, reverse engineer, decompile, or disassemble any component of the application. The Cooperative Member will use BuyBoard in accordance with instructions from the Cooperative (or its designee) and will discontinue use upon termination of participation in the Cooperative. The Cooperative Member will maintain equipment, software and conduct testing to operate the BuyBoard system at its own expense.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Cooperative Member does not terminate its participation in the Cooperative before the expiration of said 60 days.

2. **Authorization to Participate and Compliance with Local Policies.** Each Cooperative Member represents that its governing body has duly authorized its participation in the Cooperative and that the Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of goods and services through its membership in the Cooperative.

3. **Bylaws.** The Cooperative Member agrees to abide by the Bylaws of the Cooperative, as they may be amended, and any and all written policies and procedures established by the Cooperative that apply to Cooperative Members. The Cooperative shall provide written notice to the Cooperative Member of any amendment to the Bylaws of the Cooperative and any written policy or procedure of the Cooperative that is intended to be binding on and applicable to the Cooperative Member. In addition to any other notice method specified in this Agreement, notice under this Section may be satisfied by posting of the applicable bylaws,

policy, or procedure on the Cooperative's website or BuyBoard application landing page for Cooperative Members.

4. **Cooperation and Access.** The Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to review and audit the relevant and available records of any Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Cooperative Member.

5. **Coordinator.** The Cooperative Member agrees to appoint a program coordinator who shall have express authority to represent and bind the Cooperative Member, and the Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

6. **Current Revenue.** The Cooperative Member hereby represents that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

7. **Defense and Prosecution of Claims.** The Cooperative Member authorizes the Cooperative to handle the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Cooperative (as an entity) in any litigation, claim or dispute which arises from the services provided by the Cooperative. Neither this provision nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement and pertaining to the collective or predominant interest of Cooperative Members. Nothing herein grants the Cooperative any rights to file, defend, or settle any claim on behalf of the Cooperative Member in its individual capacity.

8. **Governance.** The Board of Directors (Board) will govern the Cooperative in accordance with the Bylaws.

9. **Legal Authority.** The Cooperative Member represents to the Cooperative the following:

a) The Cooperative Member has conferred with legal counsel and determined it is duly authorized by the laws of the jurisdiction in which the Cooperative Member lies to participate in cooperative purchasing, and specifically, the National Purchasing Cooperative.

b) The Cooperative Member possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body.

c) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperative Member must meet under all applicable local policy, regulation, or state law.

d) All requirements—local or state–for a third party to approve, record or authorize the Agreement have been met.

10. **Disclaimer.** THE COOPERATIVE, ITS ENDORSERS, SPONSORS, AND SERVICING CONTRACTORS, WHETHER CURRENT OR FORMER AND INCLUDING TASB, ("COOPERATIVE AND ASSOCIATES") DO NOT WARRANT THAT THE OPERATION OR USE OF COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

THE COOPERATIVE AND ASSOCIATES HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **Limitation of Liability.** To the extent permitted by law and without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that:

a) Neither party waives any immunity from liability afforded under law;

b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages;

c) The maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's purchase activity, within 12 months of when the lawsuit or action was filed; and

d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees.

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties further agree to limit the liability of Cooperative and Associates up to the maximum amount each received from or through the Cooperative, as a direct result of the undersigned Cooperative Member's purchase activity, within 12 months of the filing of any lawsuit or action.

12. **Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

13. **Merger/Entirety.** This Agreement, together with the Cooperative's Bylaws and Organizational Interlocal Agreement, as amended and restated, represents the complete understanding of the Cooperative and Cooperative Member. To the extent there exists any conflict between the terms of this Agreement and that of prior agreements, the terms of this Agreement shall control and take precedence over all prior participation agreements.

14. **Notice.** Any written notice to the Cooperative may be given by email to BuyBoard Administrator at membership@buyboard.com; by U.S. mail, postage prepaid, and delivered to the National Purchasing Cooperative, P.O. Box 400, Austin, Texas 78767-0400; by overnight courier or hand delivery to National Purchasing Cooperative, 12007 Research Blvd., Austin, Texas 78759; or by other mode of delivery typically

used in commerce and accessible to the intended recipient. Notices to Cooperative Member may be given by email to the Cooperative Member's Coordinator or other email address of record provided by the Cooperative Member; by U.S. mail, postage prepaid, and delivered to the Cooperative Member's Coordinator or chief executive officer (e.g., superintendent, city manager, county judge or mayor); or by other mode of delivery typically used in commerce and accessible to the intended recipient.

15. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.

16. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon an electronic or facsimile signature as if it were an original, including any Cooperative Member signature executed by click and accept or similar electronic signature and acceptance. Furthermore, this Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

17. **Authority.** By the execution and delivery of this Agreement, the undersigned individual represents that the individual is duly authorized by all requisite administrative action required to enter into and bind the entity that is a party to this Agreement.

[Signature page follows.]

WHEREFORE, the parties, acting through their duly authorized representatives, accept this Agreement.

NATIONAL PURCHASING COOPERATIVE:

By: ______________________________ Date: ______________
Dan Troxell, Ph.D.
Assistant Secretary

COOPERATIVE MEMBER:

[Signature required unless accepted as an Amendment by Notice as described in the Agreement.]

____
(Government Entity Name)

By: ______________________________ Date: ______________
Signature of authorized representative of Cooperative Member

____
Printed name and title of authorized representative

Coordinator for the Cooperative Member is:

____
Name

____
Title

____
Mailing Address

____
City

____
State Zip Code

____
Telephone

____
Fax

____
Email

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request approval of agreement between the City of Mount Dora and DebtBook related to debt, lease, and subscription management

Introduction:

This is a request for the City Council to approve an Agreement between the City of Mount Dora and DebtBook related to debt, lease, and subscription management.

Discussion:

The City of Mount Dora desires to enter into a three-year contract with DebtBook for management of debt, leases, and subscription-based information technology agreements (SBITA) for compliance with Governmental Accounting Standards Board (GASB) statements 87 and 96.

The City is required to implement GASB 96 related to reporting SBITAs in Fiscal Year 2022-23. Staff estimates the number of SBITAs for the City to be over 60 agreements. The City must evaluate whether the agreements grant them control over the underlying IT asset. The City will also need to determine the present value calculations of the subscription liability, as well as, develop amortization schedules, prepare required journal entries, and prepare financial statement disclosures. Due to the number of SBITAs, staff recommends a software solution to facilitate compliance with GASB 96.

Staff has reviewed three software alternatives and feels that DebtBook offers the best alternative. DebtBook will determine the present value calculations, develop schedules and reports, prepare journal entries and prepare financial statement disclosures. In addition to GASB 96 compliance, DebtBook software will also accommodate compliance with GASB 87 for leases, and provides management of the City's debt. Additionally, DebtBook will provide tailored implementation support, guidance, and training, review of Application Obligations, and entry of relevant customer data.

Budget Impact:

Fiscal Year 2023-24 cost is $21,000 plus $2,500 for implementation assistance.
Fiscal Year 2024-25 cost is $22,050 (increase of 5% per year).
Fiscal Year 2025-26 cost is $23,152.50.

Strategic Impact:
Fiscal Sustainability

Recommendation:
City Council approve the agreement with DebtBook and authorize the Mayor to sign all applicable documents.

Attachment(s):
1. DebtBook City of Mount Dora FL NCPAOMNIA partners contract

Prepared by:	Jeanann Hand, City Clerk	
Reviewed by:	Rita Meade, Finance Director	Approved - 10/17/2023
	Aneta Barton, Budget Director	Approved - 10/18/2023
	City Attorney, City Attorney	Approved - 11/16/2023
	Jeanann Hand, City Clerk	Approved - 11/16/2023
	Patrick Comiskey, City Manager	Final Approval - 11/16/2023

ORDER FORM
RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide the customer executing below ("**Customer**") with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the "**Master Agreement**") between DebtBook and Region 14 Education Service Center ("**Region 14 ESC**"), on its own behalf and on behalf of other government agencies, and made available through OMNIA Partners, Inc. ("**OMNIA**"), as successor in interest to the National Cooperative Purchasing Alliance, as administrative agent under an Administration Agreement dated as of August 16, 2021 (the "**Administration Agreement,**" and together with the Master Agreement, the "**OMNIA Agreements**") between OMNIA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the OMNIA Agreements and this Order Form, including DebtBook's pricing document attached as **Exhibit A** and incorporated herein by this reference (the "**DebtBook Quote**").

The Services are subject to the OMNIA Agreements, DebtBook's General Terms & Conditions, which have been provided to Customer (the "**Terms & Conditions**"), the Incorporated Documents referenced in the Terms & Conditions, and any additional terms set forth in **Exhibit B** to this Order Form (the "**Customer Terms**"), which, together with this Order Form and any other Order Form in effect from time to time, constitute the complete "**Agreement**" between the parties. The Agreement supersedes any prior discussion or representations regarding Customer's purchase and use of the Products and Services described in this Order Form.

Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Effective Date; Initial Term. The Effective Date of this Order Form will be the date indicated beneath the Customer's signature below unless a specific Effective Date is set forth in the Customer Terms. This Order Form will remain in effect for the Initial Term indicated in the DebtBook Quote.

Services. The DebtBook Quote sets forth the Services to be provided to Customer under this Order Form, including the specific Products to be provided to Customer through its access to the Application Services.

Fees. DebtBook will charge Customer a recurring Subscription Fee as set forth in the DebtBook Quote for Customer's access to the Onboarding Services, the Application Services, and the Support Services. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote and otherwise in accordance with the OMNIA Agreements for the Premium Implementation Services.

Billing. Unless otherwise provided in the Customer Terms, (1) all Fees will be due and payable annually and subject to the payment terms set forth in the Terms & Conditions, and (2) each invoice will be emailed to Customer's billing contact indicated in the DebtBook Quote.

Notices. Any Notice delivered under the Agreement will be delivered, if to the Customer, to the address indicated in the DebtBook Quote and, if to DebtBook, the address below DebtBook's signature below.

[Signatures Begin on Following Page]

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. If permitted by applicable law, electronic signatures may be used for the purpose of executing this Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK	CITY OF MOUNT DORA, FL
By: ______________________	By: ______________________
Name: ______________________	Name: ______________________
Title: ______________________	Title: ______________________
Notice Address	**Date:** __________

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

August 2023 Form

Exhibit A

DebtBook Quote

[See attached.]

DebtBook

Mount Dora, FL

Mount Dora, FL
510 N. Baker St.
Mount Dora, FL 32757
US

Quote created: September 8, 2023
Quote expires: September 30, 2023
Quote created by: Max Travis
Regional Sales Director
max.travis@debtbook.com

Comments from Max Travis

The Initial Term of this Order Form is for 3 years, with a 5% increase each year of the term. The Application Services purchased under this Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and the Implementation Services option indicated below. All invoices will be emailed to the Customer's billing contact at the following address:meader@cityofmountdora.com.

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 3 - Lease & Subscription Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23LSPI3-2	1	$5,000.00	$2,500.00 after 50% discount
2023 Tier 2 - Debt Premium Implementation The additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.	23DPI2-2	1	$2,500.00	$0.00 after 100% discount

Item & Description	SKU	Quantity	Unit Price	Total
2023 Tier 3 - Lease & Subscription DebtBook's lease management and SBITA management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23LSST3-2	1	$15,000.00 / year	$10,500.00 / year after 30% discount for 1 year
2023 Tier 2 - Debt DebtBook's debt management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.	23DST2-2	1	$15,000.00 / year	$10,500.00 / year after 30% discount for 1 year
			Total	**$23,500.00**

Questions? Contact me

Max Travis
Regional Sales Director
max.travis@debtbook.com

Exhibit B

Customer Terms

The additional terms set forth below constitute "**Customer Terms**" for all purposes of the Agreement and apply to the Products and Services purchased under this Order Form.

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these "**Terms & Conditions**") which govern Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

"**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

"**Agreement**" means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

"**Application Obligations**" means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

"**Application Services**" means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

"**Appropriate Security Measures**" means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

"**Authorized User**" means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

"**Customer**" means the person or entity purchasing the Services as identified in the Order Form.

"**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

"**Customer Terms**" means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, "Customer Terms" does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

"**DebtBook**" means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

"**DebtBook IP**" means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

"**DebtBook Quote**" means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

"**Documentation**" means DebtBook's end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook's website at https://support.debtbook.com.

"**Feedback**" means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

"**Guided Implementation Services**" means DebtBook's standard Implementation Services option, including basic implementation support, guidance, and training.

"**Governing State**" means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, "Governing State" means the State of North Carolina.

"**Government Entity**" means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

"**Implementation Services**" means DebtBook's Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

"**Incorporated Documents**" means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at https://www.debtbook.com/legal.

"**Initial Term**" means the Initial Term established in the Order Form.

"**Onboarding Services**" means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

"**Order Form**" means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

"**Premium Implementation Services**" means DebtBook's premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

"Pricing Tier" means, if applicable, Customer's pricing tier for each Product as of the date of determination.

"**Privacy Policy**" means, collectively, DebtBook's privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with their terms.

"**Products**" means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

"**Renewal Term**" means any renewal term established in accordance with the terms of the Agreement.

"**Services**" means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, "Services" includes the underlying Products made available to Customer through access to the Application Services.

"**SLA**" means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook's website and as updated from time to time in accordance with its terms.

"**Support Services**" means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

"**Term**" means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

"**Usage Policy**" means, collectively, DebtBook's acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the

Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. Unless the Customer requests Premium Implementation Services in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services at no additional charge. At Customer's request, DebtBook will provide Customer with Premium Implementation Services for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, a "**Premium Implementation Period**"). Customer may request Premium Implementation Services at any time during the Term. If Premium Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the Pricing Tier at the beginning of the Premium Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Premium Implementation Period or (2) the date on which Customer requests Premium Implementation

Services for such Premium Implementation Period, and will entitle Customer, in each case, to Premium Implementation Services through the end of the Premium Implementation Period then in effect.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "**Fees**"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's Prompt Payment Act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED $1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, the OMNIA Agreements, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, (4) the OMNIA Agreements, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the

Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Approval of Meeting Minutes

- October 3, 2023 Regular Session

Introduction:
This is a request for City Council to approve meeting minutes.

Discussion:
The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

Budget Impact:
N/A

Strategic Impact:
N/A

Recommendation:
City Council to approve Meeting Minutes.

Attachment(s):
1. 10.03 2023 City Council Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk
Reviewed by: Patrick Comiskey, City Manager Final Approval - 11/16/2023

CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION
MEETING MINUTES

October 3, 2023, 6:00 PM
Mount Dora City Hall
510 N. Baker St., Mount Dora, FL 32757

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor Crissy Stile called to order the Regular Session of the Mount Dora City Council in the City Hall Council Chambers.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance were led by Councilmember Walker.

ROLL CALL

Members Present
Crissy Stile, Mayor
Marc Crail, Vice-mayor
John Cataldo, District 1
Cal Rolfson, District 2
Dennis Dawson, District 3
Nate Walker, District 5
Doug Bryant, At-large

Also Present
Vince Sandersfeld, Acting City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

PRESENTATION

1. Mount Dora Friends of the Environment (FOE) Presentation
Friends of the Environment President-elect Marc Vaughn delivered a presentation mentioning the organization's donors and volunteers. He spoke about the tree grant FOE is offering to the City should Council support the City's application. Andrea Burr-Yatsuk spoke about the new donor level. Mr. Bryant asked how many trees would be funded by the grant. FOE is planning for 100 trees, pushing for live oak and big canopy trees.

2. Domestic Violence/Dating Violence Awareness Proclamation
Mayor Stile read the proclamation into the record and presented the proclamation to the Girl Scouts in attendance who sponsored the proclamation

3. Proclamation for Fire Prevention Week
Mayor Stile read the proclamation into the record. Fire Chief Hightower spoke about fire prevention.

4. Mount Dora Fun Fact
Mayor Stile shared information regarding Annie Donnelly.

PUBLIC COMMENT

Mayor Stile opened public comment.

Brandon Richardson, 30313 Gidran Terrace, spoke about odor in his neighborhood.

Cynthia (Kitty) Breed, 5272 Red Coral Circle, spoke about odor in her neighborhood.

Caleb Soileau, 20849 Oldenburg Loop, spoke about odor in his neighborhood.

Linda Bramer, 7017 Lake Ola Drive, spoke about odor in her neighborhood.

Keren Muni, 20931 Oldenburg Loop, spoke about odor in her neighborhood.

Jennine Higa, 20811 Sullivan Ranch Boulevard, spoke about odor in her neighborhood.

Katie Krull, 20929 Sullivan Ranch Boulevard, spoke about odor in her neighborhood.

Chuck Deffes, 326 East Seventh Avenue, spoke about a number of Century Link towers in disrepair and asked Council to contact Century Link to straighten the devices.

Bill Kayes, 30415 Gidran Terrace spoke about odor in his neighborhood.

Denise Simmons, 30341 Gidran Terrace, spoke about odor in her neighborhood.

Bob Gordon, 601 East First Avenue, noted the number of complaints about the same issue and urged Council to come up with a plan.

Mayor Stile asked City Attorney Patrick Brackins to comment. Mr. Brackins spoke of an upcoming meeting with the Florida Department of Environmental Protection to discuss the Consent Order. He stated the City's primary concern is finding a solution.

Mayor Stile closed public comment.

APPROVAL OF AGENDA

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH CONSENT ITEMS FOUR AND SIX MOVED TO BECOME ACTION ITEMS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

CONSENT AGENDA

1. **Request to Waive Procurement Policy and Approve a One Year Agreement for State Lobbying Services with Gray Robinson, P.A.**
2. **Request Approval to Apply for the Friends of the Environment Urban Forest Program Grant**
3. **Request Approval for the Mayor to sign an Agreement and Lien Disclosure Statement for Florida Department of Transportation (FDOT) to Release Funds and Settle the City's Claim for Damages.**

4. ~~**Request Approval of Task Authorization with Cathcart Construction Company for Construction of the Liberty Avenue Drainage Improvements Project**~~
   ***Moved to Action Item Three**
5. **Request Approval for Code Lien Waiver for 947 Gorham Street, Mount Dora, Florida 32757 (Overgrown Lot Case)**
6. ~~**Request Approval for Code Lien Waiver-Overbid Surplus Claim Tax Certificate 6076 of 2015**~~ ***Moved to Action Item Four**
7. **Request Adoption of Resolution No. 2023-51, Employee Pay Grade Classifications**
8. **Request Approval of Meeting Minutes**
   - **September 7, 2023 CRA Governing Board**
   - **September 7, 2023 Northeast CRA Governing Board**

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA WITH CONSENT ITEMS FOUR AND SIX MOVED TO ACTION ITEMS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.

ACTION ITEMS

1. Request Adoption of Resolution No. 2023-25, Grants Management and Administration Policy

City Attorney Patrick Brackins read Resolution No 2023-25 by title only.

RESOLUTION NO. 2023-25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE GRANTS MANAGEMENT & ADMINISTRATION POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION 2021-86; PROVIDING FOR ADOPTION OF THE REVISED GRANTS MANAGEMENT & ADMINISTRATION POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the changes that are taking effect with this resolution. The main change to the policy is the updating of the federal identification coding from the Data Universal Numbering System to the Unique Entity Identifier. The only other change is the correction of a misspelling.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-25, GRANTS MANAGEMENT AND ADMINISTRATION POLICY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson

Cataldo
Dawson
Walker
Bryant
Crail
Stile
NO None

2. Request Adoption of Resolution No. 2023-48, Travel Policy

City Attorney Patrick Brackins read Resolution No 2023-48 by title only.

RESOLUTION NO. 2023-48

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO REVISIONS TO THE TRAVEL POLICY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR REPEAL OF RESOLUTION 2022-65; PROVIDING FOR ADOPTION OF THE REVISED TRAVEL POLICY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the updates to this policy comprised changes for efficiency of operation, and were related to travel advances for meals, parking and receipts. It was a matter of internal housecleaning, in the interest of transparency on travel requests.

Councilmember Bryant requested proposed policy changes include a version of the old policy to compare to the new.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2023-48, TRAVEL POLICY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

3. Request Approval of Task Authorization with Cathcart Construction Company for Construction of the Liberty Avenue Drainage Improvements Project *(This item was moved off the Consent Agenda to become Action Item Three)*

Mr. Sandersfeld described the purpose of the item, emphasizing the importance of pollution abatement toward Lake Dora. Mayor Stile stated she moved it from Consent because the project may be funded, in part, by a Lake County Water Authority grant. The Mayor would like to wait until the grant is awarded to the City. Public Works Director George Marek announced the grant has been offered to the City and extended to remain effective for the completion of the project. The City has budgeted for this project. Mr. Brackins told Council all related documentation is in order for this project. Mr. Marek explained the reason for differences in price between contractors.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION WITH CATHCART CONSTRUCTION COMPANY FOR CONSTRUCTION OF THE LIBERTY AVENUE DRAINAGE IMPROVEMENT PROJECT; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Dawson
Cataldo
Walker
Bryant
Crail
Stile
NO None

4. Request Approval for Code Lien Waiver-Overbid Surplus Claim Tax Certificate 6076 of 2015 ***(This item was moved off the Consent Agenda to become Action Item Four)***

Mr. Brackins explained the reason this item is on the agenda, which relates to requirements from Lake County regarding lien documents. The City will adhere to the county's standards. Brief discussion ensued regarding the county's communications about their requirements.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER WALKER TO APPROVE THE CODE LIEN WAIVER; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Walker
Cataldo
Rolfson
Dawson
Bryant
Crail
Stile
NO None

PUBLIC HEARINGS

1. Request Adoption of Resolution No. 2023-42, Highland Main Lots Minor Subdivision (3 Duplex Lots)

Mr. Brackins read Resolution No. 2023-42 by title only.

RESOLUTION NO. 2023-42

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA RELATED TO THE MINOR SUBDIVISION FINAL PLAT ENTITLED "HIGHLAND MAIN LOTS"; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF FINAL PLAT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld described the property and its location and explained the reason for the resolution. A damaged home has been removed and the owner is dividing the property into three lots for which the owner is planning three duplexes. Staff recommends adoption of the resolution.

Mayor Stile opened public comment. Property owner Frank Russo thanked Mr. Sandersfeld. He told Council the duplexes would be higher-scale rentals. Mayor Stile closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2023-42, HIGHLAND MAIN LOTS MINOR SUBDIVISION; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Rolfson
Cataldo
Dawson
Walker
Bryant
Crail
Stile
NO None

2. Request Adoption of Resolution No. 2023-50, Joint Meeting between the City of Mount Dora City Council and the Lake County Board of County Commissioners

Mr. Brackins read Resolution No. 2023-50 by title only.

RESOLUTION NO. 2023-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA, ANNOUNCING INTEREST IN PARTICIPATING IN AND HOLDING JOINT MEETINGS WITH THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY AND ALL

MUNICIPALITIES WITHIN LAKE COUNTY IN FURTHERANCE OF THE JOINT PLANNING INITIATIVE, INCLUDING THE WOLF BRANCH INNOVATION DISTRICT; AUTHORIZING JOINT MEETINGS PURSUANT TO SECTION 125.001(2)(A), FLORIDA STATUTES; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Sandersfeld spoke about the October 16th joint meeting between the City of Mount Dora and the Lake County Board of County Commissioners. Mr. Brackins told Council the resolution came at the request of County Commission, which the City has accommodated out of an abundance of caution. Staff supports the adoption of the resolution as a demonstration of intergovernmental coordination.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

MOTION BY VICE-MAYOR CRAIL TO ADOPT RESOLUTION NO. 2023-50, JOINT MEETING BETWEEN THE CITY OF MOUNT DORA CITY COUNCIL AND THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.

YES Crail
Rolfson
Cataldo
Dawson
Walker
Bryant
Stile
NO None

After deciding by consensus they would like to have the City Attorney present at the joint meeting, Council asked Mr. Brackins to attend the October 16th meeting. Mr. Brackins agreed to attend.

It was confirmed no public comment would take place at the joint meeting, which would be conducted as a workshop.

DISCUSSION ITEM

1. Regarding the Request for the Mayor to Sign the Open Letter to Combat Antisemitism and Fight Hate for Good

The Mayor told Council she had been asked to sign an online petition. She placed this item on the agenda to discuss with Council whether they would like her to sign on behalf of the City. Signing the petition as individuals was discussed. Council discussed the petition as it relates to the Safe Place initiative, and the 2016 Equal Rights ordinance passed by the City. Councilmembers voiced support for signing the petition, officially or individually. Mr. Brackins pointed out there are no stated limitations on the petition's use.

CITY MANAGER'S REPORT

Mr. Sandersfeld thanked the City for its support while he served as Acting City Manager.

CITY ATTORNEY'S REPORT

Mr. Brackins thanked the City for its assistance during the attorney transition. He spoke about his involvement in current City issues.

COMMUNICATIONS AND REPORTS

Councilmember Bryant spoke about the Florida League of Cities committee meetings taking place later in the week. Councilmembers Bryant, Dawson and Rolfson will be attending for their respective committees. He explained the committees are establishing legislative priorities which will then be handed over to the Florida League of Cities lobbyists.

Councilmember Rolfson suggested Council devote attention to the creation of a policy regarding public meeting decorum. He would have the Clerk distribute material related to the topic, which could be used for reference.

Councilmember Rolfson expressed appreciation for the new attorney and mentioned the functioning of the sniffers at the waste water treatment plant.

Councilmember Dawson spoke about the committee on which he's serving, which is related to finance, budget, and personnel. Councilmember Dawson mentioned the issues on which they're focusing, which are the decreasing of homestead tax, utility up charging, and the transfer of enterprise funds.

Councilmember Walker welcomed Mr. Brackins and acknowledged Hispanic Heritage Month.

Vice-mayor Crail expressed appreciation for City staff for their work with grants and their responsiveness.

The Vice-mayor distributed a document summarizing Council activity billed by the City Attorney.

Mayor Stile welcomed the new attorney. She spoke about correcting the problems with the Century Link boxes, and congratulated staff on the successful Pitmasters and Pourers event. She also reminded City staff of the goal to accommodate golf-cart parking in the pedestrian area at Sunset Park.

MOTION BY COUNCILMEMBER ROLFSON TO ADJOURN.

There being no further business for discussion, Mayor Stile adjourned the meeting at 7:33 p.m.

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 21, 2023

TO: Honorable Mayor and City Council Members

FROM: Patrick C. Comiskey, City Manager Patrick C. Comiskey

SUBJECT: Request approval of **Resolution No. 2023-59,** updating the City of Mount Dora Electric Utility Department Customer-Owned Renewable Generation Policy

Introduction:

This is a request for City Council to approve Resolution 2023-59 updating the City of Mount Dora Electric Utility's Customer-Owned Renewable Generation Policy.

Discussion:

The Public Service Commission established 25-6.065 Florida Administrative Code (FAC) on April 7, 2008 to promote the development of small customer-owned renewable generation, particularly solar energy systems. This rule applies to all investor-owned utilities. A majority of Florida Municipalities and Co-operatives established policy to coincide with this rule.

On April 6, 2010, Council approved Resolution 2010-06 approving the establishment of an Interconnection and Net Metering of Customer-Owned Renewable Generation policy. This policy allows customers wanting to install a renewable energy generation system such as solar panels to connect it to the City's distribution system. They must make application to the City, sign the appropriate agreements, provide technical information about the facility, and obtain the necessary building permits. The City considers Renewable Generation System (RGS) applications on a first requested, first accepted basis subject to a system limitation of 5% of the City's total peak demand of its electric system or approximately 1,250 kW. This limit will accommodate over 175 installations of customer-owned RGS with Mount Dora's typical size of 7 kW. The City's Electric Utility has administered the RGS policy approving 72 customer solar interconnections since 2010 with the average capacity of these systems being 7kW.

The intent of these changes to the policy is to clearly establish RGS capacity ratings where the customer cannot install a system greater than 115 percent of their annual consumption. This is not unreasonable since Florida Administrative Code defines the Renewable Generation System based on the customer's electricity requirements. See section 2(a) of FL 25-6.065 FAC stated below:

The following Addition to the RGS Tier 1 and Tier 2 applications is proposed:

"The RGS shall not be sized so large that energy produced by the renewable generator would be expected to exceed 115 percent of the customer's annual kWh consumption."

Approval of the change will provide further definition and detail to the City of Mount Dora Electric Utilities Renewable Energy System Policy.

Budget Impact:
The approval of this amendment will not impact the budget.

Strategic Impact:
Uniform Policy – This amendment will enable uniform administration policy for renewable generation system interconnection applications.

Recommendation:
City Council approve Resolution 2023-59, updating Mount Dora's Electric Utility's Customer-Owned Renewable Generation Policy.

Attachment(s):
1. Resolution 2023-59 (PAB 2023-11-15) with Exhibit A
2. Attachment #1 Reso No. 2010-06 Renewable Energy

Prepared by:	Wayne Zimmerman, Deputy Electric Utility Director	
Reviewed by:	Steve Langley, Electric Utility Director	Approved - 11/16/2023
	City Attorney, City Attorney	Approved - 11/16/2023
	Jeanann Hand, City Clerk	Approved - 11/16/2023
	Patrick Comiskey, City Manager	Final Approval - 11/16/2023

RESOLUTION NO. 2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA AMENDING RESOLUTION 2010-06 PERTAINING TO STANDARDS FOR THE PROMOTION, ENCOURAGEMENT, AND EXPANSION OF THE USE OF RENEWABLE ENERGY RESOURCES, ENERGY CONSERVATION AND EFFICIENCY MEASURES TO INCORPORATE NEW TIER 1 AND TIER 2 INTERCONNECTION APPLICATION AND AGREEMENT FORMS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is required by Section 366.92(5), Florida Statutes, to develop standards for the promotion, encouragement, and expansion of the use of renewable energy resources and energy conservation and efficiency measures; and

WHEREAS, by April 1 of each year, the City of Mount Dora must submit to the Florida Public Service Commission (the "FPSC") a report that identifies such standards; and

WHEREAS, the City of Mount Dora is required by Section 366.91(6), Florida Statutes, to develop standardized interconnection agreements and implement a net metering program for customer- owned renewable generation; and

WHEREAS, by April 1 of each year, the City of Mount Dora must submit to the FPSC a report detailing customer participation in the interconnection and net metering program; and

WHEREAS, the City Council finds it necessary and appropriate to update the forms incorporated by Resolution 2010-06 for the Tier 1 and Tier 2 interconnection applications and agreements; and

WHEREAS, it is the City Council's intent that all other portions of Resolution 2010-06 remain in full force and effect.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNIL OF THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. The City amends Resolution 2010-06 to replace the forms for Tier 1 and Tier 2 applications and agreements included in said Resolution with those attached hereto and incorporated herein as **Exhibit "A"**. All other portions of Resolution 2010-06 shall remain in full force and effect.

SECTION 2. All resolutions, or parts thereof, which may be determined to be in conflict herewith, are hereby repealed.

SECTION 3. This resolution shall take effect on November 21, 2023.

PASSED AND ADOPTED this 21st day of November, 2023.

____
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

____
Jeanann Hand, City Clerk

**CITY OF MOUNT DORA
APPLICATION FOR INTERCONNECTION OF
CUSTOMER-OWNED RENEWABLE
GENERATION SYSTEMS**

Circle One:

TIER 1 - 10 kW or Less

TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

City of Mount Dora customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with City of Mount Dora's electrical system are required to complete this application. When the completed application and fees are returned to the City of Mount Dora, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at City Hall, 510 North Baker Street, or may be downloaded from the City's web site www.cityofmountdora.com.

1. Customer Information

Name: ____

Mailing Address: ______________________________________

City: ______________________ State: _____ Zip Code: _______________

Phone Number: _________________ Alternate Phone Number: _____________

Email Address: _________________________ Fax Number: ______________

Customer Account Number: ___________________________

2. RGS Facility Information

Facility Location: ____

RGS Manufacturer: ____

Manufacturer's Address: ____

____

Reference or Model Number: ____

Serial Number: __________________________________

(Continued on Sheet No. 14.501)

(Continued from Sheet No. 14.5)

3. Facility Rating Information

Gross Power Rating: ______________________________ ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: ___________________________________

Anticipated In-Service Date: ______________________________

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is $240 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Mount Dora by the Customer:

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials and utility officials prior to its operation in parallel with the City of Mount Dora system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount of shown below naming the City of Mount Dora as an additional insured:

Tier 1 – Not required (recommended amount is $100,000).
Tier 2 - $1,000,000.00

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____________, 20_____ , by and between ___________________________________, (hereinafter called "**Customer**"), located at ______________________________ in ________________________, Florida, and the City of Mount Dora, Florida (hereinafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:____.

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location identified above; and

Whereas, in order to promote the development of small customer-owned renewable generation, the City offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 15.001)

(Continued from Sheet No. 15.0)

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. An Increase in GPR above the 10 kW limit would necessitate entering into an new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS shall not be sized so large that energy produced by the renewable generator would be expected to exceed 115 percent of the customer's annual kWh consumption. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer is not required to pay an application fee for the review and processing of the application.

4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued on Sheet No. 15.002)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 15.001)

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

(Continued on Sheet No. 15.003)

(Continued from Sheet No. 15.002)

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is solely responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. In the event the City elects to install a manual disconnect switch, it shall be at the City's expense. The City-installed manual disconnect switch will be of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The Customer shall insure that such disconnect switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch (if installed), this Agreement shall be executed by the City within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

(Continued on Sheet No. 15.004)

(Continued from Sheet No. 15.003)

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. The City recommends the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00) and name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. . The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 15.005)

(Continued from Sheet No. 15.004)

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. The City's electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
f. When the Customer fails to make any payments due to the City by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch (if installed) and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock (if manual disconnect switch is installed).

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.

(Continued on Sheet No. 15.006)

(Continued from Sheet No. 15.005)

b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Lake County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

(Continued on Sheet No. 15.007)

(Continued from Sheet No. 15.006)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system.

(Continued on Sheet No. 15.008)

(Continued from Sheet 15.007)

31. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

By: ______________________________

Title: ____________________________

Date: ____________________________

Customer:

By: _________________________________
(Print Name)

____
(Signature)

Date: __________________________

City Account Number:
____

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____________, 20_____ , by and between ___________________________________, (hereinafter called "**Customer**"), located at _______________________________in _______________________, Florida, and the City of Mount Dora, Florida (hereafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place.

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system (RGS) is an electric generating system located at customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location identified above; and

Whereas, in order to promote the development of small customer-owned renewable generation, the City offer net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

(Continued on Sheet No. 15.501)

(Continued from Sheet No. 15.5)

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. In no case does the Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS shall not be sized so large that energy produced by the renewable generator would be expected to exceed 115 percent of the customer's annual kWh consumption. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer shall be required to pay a non-refundable application fee as noted in the Net Metering Rate Schedule for the review and processing of the application.

4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

(Continued on Sheet No. 15.502)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 15.501)

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

(Continued on Sheet No. 15.503)

(Continued from Sheet No. 15.502)

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch, this Agreement shall be executed by the City within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

(Continued on Sheet No. 15.504)

(Continued from Sheet No. 15.503)

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00). Customer shall name the City as an additional insured on Customer’s general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer’s renewable generation system and delivered to the City’s electric grid. The value of such excess generation shall be reflected on Customer’s bill in accordance with the City’s applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City’s inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

(Continued on Sheet No. 15.505)

(Continued from Sheet No. 15.504)

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. The City electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
f. When the Customer fails to make any payments due to the City by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.

(Continued on Sheet No. 15.506)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 15.505)

b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Lake County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

(Continued on Sheet No. 15.507)

(Continued for Sheet No. 15.506)

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 5.0 percent (%) of the aggregate customer peak demand on the City's electric system for the previous year.

(Continued on Sheet No. 15.508)

(Continued from Sheet No. 15.507)

31. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

By: ______________________________

Title: ____________________________

Date: ____________________________

Customer:

By: ________________________________
(Print Name)

____
(Signature)

Date: __________________________

City Account Number:

____

ATTACHMENT#1

RESOLUTION NO. 2010-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO ESTABLISHING STANDARDS FOR THE PROMOTION, ENCOURAGEMENT, AND EXPANSION OF THE USE OF RENEWABLE ENERGY RESOURCES, ENERGY CONSERVATION AND EFFICIENCY MEASURES; ADOPTING STANDARDIZED INTERCONNECTION AGREEMENTS AND RATE SCHEDULES TO IMPLEMENT A NET METERING PROGRAM FOR CUSTOMER-OWNED RENEWABLE GENERATION; APPROVING THE SECOND AMENDMENT TO THE PROGRESS ENERGY POWER SALES AGREEMENT TO PROVIDE FOR NET METERING; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora is required by Section 366.92(5), Florida Statutes, to develop standards for the promotion, encouragement, and expansion of the use of renewable energy resources and energy conservation and efficiency measures; and

WHEREAS, by April 1 of each year, the City of Mount Dora must submit to the Florida Public Service Commission (the "FPSC") a report that identifies such standards; and

WHEREAS, the City of Mount Dora is required by Section 366.91(6), Florida Statutes, to develop standardized interconnection agreements and implement a net metering program for customer-owned renewable generation; and

WHEREAS, by April 1 of each year, the City of Mount Dora must submit to the FPSC a report detailing customer participation in the interconnection and net metering program; and

WHEREAS, the Power Sales Agreement dated October 17, 2006 between Florida Power Corporation, doing business as Progress Energy Florida, Inc. and the City of Mount Dora must be amended to allow the City to purchase energy from customer-owned renewable generation; and

WHEREAS, the City of Mount Dora believes that it is in the best interest of its customers to develop renewable energy standards and energy conservation and efficiency measures in an environmentally responsible, reliable, and cost effective manner that takes into consideration the renewable and conservation direction of the state of Florida; and

WHEREAS, the City of Mount Dora believes that it is in the best interest of its customers to provide standardized interconnection agreements and a net metering program to enable the installation of customer-owned renewable energy resources.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNIL OF THE CITY OF MOUNT DORA, FLORIDA:

SECTION 1. The City of Mount Dora, in accordance with Section 366.92(5), Florida Statutes, and in an effort to promote and expand the use of renewable energy resources and energy conservation and efficiency measures, hereby establishes the following guiding principles and standards:

- Explore options to increase the City of Mount Dora's reliance on renewable energy resources to meet its power supply needs, including encouraging its wholesale power provider to increase their renewable energy portfolio, as well as examining alternative renewable power supply options, to the extent they are reliable and cost effective.
- Continue to promote renewable energy, energy conservation and energy efficiency by providing customers with information, guidance, tools and support in their renewable energy development, energy efficiency and conservation efforts.
- Continue to identify methods to enhance energy efficiency in City of Mount Dora facilities and operations and for customers by participating in joint-action initiatives offered by the Florida Municipal Power Agency (FMPA) and the Florida Municipal Electric Association (FMEA).
- Continue to pursue state and federal grant opportunities to fund City programs to promote renewable energy, energy conservation, and energy efficiency.

SECTION 2. The City hereby implements a net metering program to permit customer-owned renewable generation to interconnect with the City's electric distribution system, by adopting the following documents included as Exhibit A:

- Application for Interconnection of Customer-Owned Renewable Generation Systems
- Tier 1 Standard Interconnection Agreement (less than 10 kW)
- Tier 2 Standard Interconnection Agreement (greater than 10 kW but less than 100 kW)
- Rate Schedule NM – Net Metering – Effective 5/1/10
- Rate Schedule PCC – Power Cost Charge – Effective 5/1/10

SECTION 3. The City hereby approves the Second Amendment to the Power Sales Agreement dated October 17, 2006 between Florida Power Corporation, doing business as Progress Energy Florida, Inc., and the City of Mount Dora, Florida, included as Exhibit B, to enable the City to purchase energy from customer-owned renewable generation.

SECTION 4. All resolutions, or parts thereof, which may be determined to be in conflict herewith, are hereby repealed.

SECTION 5. This resolution shall take effect on May 1, 2010.

PASSED AND RESOLVED this 6th day of April, 2010, by the City Council of the City of Mount Dora, Florida.

Melissa DeMarco, Mayor
City of Mount Dora

Attest:

Gwen Keough-Johns, City Clerk
City of Mount Dora

Approved as to form:

Clifford B. Shepard, City Attorney
City of Mount Dora

EXHIBIT A

NET METERING DOCUMENTS

Application for Interconnection of Customer-Owned Renewable Generation System

Tier 1 Standard Interconnection Agreement

Tier 2 Standard Interconnection Agreement

Rate Schedule NM – Net Metering – Effective 5/1/10

Rate Schedule PCC – Power Cost Charge – Effective 5/1/10

CITY OF MOUNT DORA
APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS

Circle One:

TIER 1 - 10 kW or Less
TIER 2 - Greater than 10 kW and Less Than or Equal to 100 kW

City of Mount Dora customers who install customer-owned renewable generation systems (RGS) and desire to interconnect those facilities and operate in parallel with City of Mount Dora's electrical system are required to complete this application. When the completed application and fees are returned to the City of Mount Dora, the process of completing the appropriate Interconnection Agreement can begin. This application and copies of the Interconnection Agreements may be obtained in person at City Hall, 510 North Baker Street, or may be downloaded from the City's web site www.cityofmountdora.com.

1. Customer Information

Name: ____

Mailing Address: ____

City: ________________________ State: _____ Zip Code: ________________

Phone Number: __________________ Alternate Phone Number: ______________

Email Address: ___________________________ Fax Number: _______________

Customer Account Number: ______________________________

2. RGS Facility Information

Facility Location: ____

RGS Manufacturer: ____

Manufacturer's Address: ____

____

Reference or Model Number: ____

Serial Number: ____________________________________

3. Facility Rating Information

Gross Power Rating: __________________________ ("Gross power rating" means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the utility's distribution facilities. For inverter-based systems, the AC nameplate generating capacity shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC.)

Fuel or Energy Source: ______________________________

Anticipated In-Service Date: ___________________________

4. Application Fee

The application fee is based on the Gross Power Rating and must be submitted with this application. There is no application fee for Tier 1 installations. The non-refundable application fee is $240 for Tier 2 installations.

5. Required Documentation

Prior to completion of the Interconnection Agreement, the following information must be provided to the City of Mount Dora by the Customer:

A. Documentation demonstrating that the installation complies with:

1. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems.
2. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems.
3. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
4. National Electrical Safety Code, National Electric Code 2008 or latest version, Florida Building Code, and local codes and regulations.

B. Documentation that the customer-owned renewable generation has been inspected and approved by local code officials and utility officials prior to its operation in parallel with the City of Mount Dora system to ensure compliance with applicable local codes and utility regulations.

C. Proof of general liability insurance in the amount of shown below naming the City of Mount Dora as an additional insured:

Tier 1 – Not required (recommended amount is $100,000).
Tier 2 - $1,000,000.00

Customer

By: ______________________________________ Date: _______________
(Print Name)

____
(Signature)

Tier 1
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of ____________, 20_____ , by and between ________________________________, (hereinafter called "**Customer**"), located at ____________________________ in _______________________, Florida, and the City of Mount Dora, Florida (hereinafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:____.

WITNESSETH

Whereas, a Tier 1 customer-owned renewable generation system ("RGS") is an electric generating system located at customer's premises that uses one or more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at no more than 10 kilowatts (10 kW) alternating current (AC) power output and is primarily intended to offset part or all of the Customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location indentified above; and

Whereas, in order to promote the development of small customer-owned renewable generation, the City offers net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. This agreement is strictly limited to cover a Tier 1 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the City distribution

facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. An Increase in GPR above the 10 kW limit would necessitate entering into an new agreement at Tier 2 which may impose additional requirements on the Customer. In no case does the Tier 1 or Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer is not required to pay an application fee for the review and processing of the application.

4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is solely responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected,

maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. In the event the City elects to install a manual disconnect switch, it shall be at the City's expense. The City-installed manual disconnect switch will be of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The Customer shall insure that such disconnect switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch (if installed), this Agreement shall be executed by the City within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. The City recommends the Customer maintain general liability insurance for personal injury and property damage in the amount of not less than one hundred thousand dollars ($100,000.00) and name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. . The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City

with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. The City's electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
f. When the Customer fails to make any payments due to the City by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch (if installed) and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock (if manual disconnect switch is installed).

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Lake County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all

rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City's electric system.

31. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

By: ______________________________

Title: ____________________________

Date: ____________________________

Customer:

By: ______________________________

(Print Name)

____

(Signature)

Date: ___________________________

City Account Number:

____

Tier 2
Standard Interconnection Agreement
Customer-Owned Renewable Generation System

This **Agreement** is made and entered into this _____day of _____________, 20_____ , by and between _________________________________, (hereinafter called "**Customer**"), located at ______________________________in ______________________, Florida, and the City of Mount Dora, Florida (hereafter called the "**City**"), a Florida municipal corporation. Customer and the City shall collectively be called the "**Parties**". The physical location/premise where the interconnection is taking place:____.

WITNESSETH

Whereas, a Tier 2 customer-owned renewable generation system (RGS) is an electric generating system located at customer's premises that uses one or of more of the following fuels or energy sources: hydrogen, biomass, solar energy, geothermal energy, wind energy, ocean energy, waste heat, or hydroelectric power as defined in Section 377.803, Florida Statutes, rated at more than 10 kilowatts (10 kW) but not greater than 100 kilowatts (100 kW) alternating current (AC) power output and is primarily intended to offset part or all of the customer's current electric requirements; and

Whereas, the City operates an electric system serving customers within its electric service territory, as defined by the territorial agreements between the City and other electric utilities on file with the Florida Public Service Commission; and

Whereas, Customer has made a written application to the City, a copy being attached hereto, to interconnect its RGS with the City's electrical supply grid at the location indentified above; and

Whereas, in order to promote the development of small customer-owned renewable generation, the City offer net metering service by which customers may interconnect their customer-owned renewable generation system with the City's electric system and to allow the City customers to offset their electric consumption with customer-owned renewable generation, and has agreed to credit customer for excess customer-owned generation; and

Whereas, the City desires to provide interconnection of customer-owned renewable generation systems under conditions which will insure the safety of the City customers and employees, reliability and integrity of its distribution system;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. This agreement is strictly limited to cover a Tier 2 RGS as defined above. It is the Customer's responsibility to notify the City of any change to the gross power rating of the RGS by submitting a new application for interconnection specifying the modifications at least 30 days prior to making the modifications. The term "gross power rating" (GPR) means the total manufacturer's AC nameplate generating capacity of an on-site customer-owned renewable

generation system that will be interconnected to and operate in parallel with the City distribution facilities. For inverter-based systems, the GPR shall be calculated by multiplying the total installed DC nameplate generating capacity by 0.85 in order to account for losses during the conversion from DC to AC. In no case does the Tier 2 interconnection agreement cover increases in GPR above 100 kilowatts (kW).

2. The RGS GPR must not exceed 90% of the City's distribution service rating at the Customer's location. If the GPR does exceed the 90% limit, the Customer shall be responsible to pay the cost of upgrades to the distribution facilities required to accommodate the GPR capacity and ensure the 90% threshold is not breached.

3. The Customer shall be required to pay a non-refundable application fee as noted in the Net Metering Rate Schedule for the review and processing of the application.

4. The Customer shall fully comply with the City's *Rules and Procedures for Electric Service* as those documents may be amended or revised by the City from time to time.

5. The Customer certifies that its installation, its operation and its maintenance shall be in compliance with the following standards:

a. IEEE-1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power System;
b. IEEE-1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnection Distributed Resources with Electric Power Systems;
c. UL-1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;
d. The National Electric Code, state and/or local building codes, mechanical codes and/or electrical codes;
e. The manufacturer's installation, operation and maintenance instructions.

6. The Customer is not precluded from contracting for the lease, operation or maintenance of the RGS with a third party. Such lease may not provide terms or conditions that provide for any payments under the agreement to any way indicate or reflect the purchase of energy produced by the RGS. Customer shall not enter into any lease agreement that results in the retail purchase of electricity; or the retail sale of electricity from the customer-owned renewable generation. Notwithstanding this restriction, in the event that Customer is determined to have engaged in the retail purchase of electricity from a party other than the City, then Customer shall be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

7. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the City. If the RGS is leased to the Customer by a third party, or if the operation or maintenance of the RGS is to be performed by a third party, the lease and/or maintenance agreements and any pertinent documents related to these agreements shall be provided to the City.

8. Prior to commencing parallel operation with the City's electric system, Customer shall have the RGS inspected and approved by the appropriate code authorities having jurisdiction. Customer shall provide a copy of this inspection and approval to the City.

9. The Customer agrees to permit the City, if it should so choose, to inspect the RGS and its component equipment and the documents necessary to ensure compliance with this Agreement both before and after the RGS goes into service and to witness the initial testing of the RGS equipment and protective apparatus. The City will provide Customer with as much notice as reasonably possible, either in writing, email, facsimile or by phone as to when the City may conduct inspections and or document review. Upon reasonable notice, or at any time without notice in the event of an emergency or hazardous condition, Customer agrees to provide the City access to the Customer's premises for any purpose in connection with the performance of the obligations required by this Agreement or, if necessary, to meet the City's legal obligation to provide service to its customers. At least ten (10) business days prior to initially placing the customer-owned renewable generation system in service, Customer shall provide written notification to the City advising the City of the date and time at which Customer intends to place the system in service, and the City shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement.

10. Customer certifies that the RGS equipment includes a utility-interactive inverter or interconnection system equipment that ceases to interconnect with the City system upon a loss of the City power. The inverter shall be considered certified for interconnected operation if it has been submitted by a manufacturer to a nationally recognized testing laboratory (NRTL) to comply with UL 1741. The NRTL must be approved by the Occupational Safety & Health Administration (OSHA).

11. If Customer adds another RGS which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then Customer shall provide the City with sixty (60) days advance written notice of the addition.

12. The Customer shall not energize the City system when the City's system is deenergized. The Customer shall cease to energize the City system during a faulted condition on the City system and/or upon any notice from the City that the deenergizing of Customer's RGS equipment is necessary. The Customer shall cease to energize the City system prior to automatic or non-automatic reclosing of the City's protective devices. There shall be no intentional islanding, as described in IEEE 1547, between the Customer's and the City's systems.

13. The Customer is responsible for the protection of its generation equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the City's electric system in delivering and restoring system power. Customer agrees that any damage to any of its property, including, without limitation, all components and related accessories of its RGS system, due to the normal or abnormal operation of the City's electric system, is at Customer's sole risk and expense. Customer is also responsible for ensuring that the customer-owned renewable generation equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

14. The Customer must install, at Customer's expense, a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the customer-owned renewable generation system and any Customer wiring connected to the City's electric system, such that back feed from the customer-owned renewable generation system to the City's electric system cannot occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the City and capable of being locked in the open position with a City padlock. When locked and tagged in the open position by the City, this switch will be under the control of the City.

15. Subject to an approved inspection, including installation of acceptable manual disconnect switch, this Agreement shall be executed by the City within thirty (30) calendar days of receipt of a completed application. Customer must execute this Agreement and return it to the City at least thirty (30) calendar days prior to beginning parallel operations with the City's electric system, and within one (1) year after the City executes this Agreement.

16. Once the City has received Customer's written documentation that the requirements of this Agreement have been met, all agreements and documentation have been received and the correct operation of the manual switch has been demonstrated to a City representative, the City will, within fifteen (15) business days, send written notice that parallel operation of the RGS may commence.

17. Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars ($1,000,000.00). Customer shall name the City as an additional insured on Customer's general liability insurance policy.

18. The City will furnish, install, own and maintain metering equipment capable of measuring any excess kilowatt-hours (kWhs) of energy produced by Customer's renewable generation system and delivered to the City's electric grid. The value of such excess generation shall be reflected on Customer's bill in accordance with the City's applicable net metering tariff for customer-owned renewable generation, as filed with the Florida Public Service Commission. Customer agrees to provide safe and reasonable access to the premises for installation, maintenance and reading of the metering and related equipment. The Customer shall not be responsible for the cost of the installation and maintenance of the metering equipment necessary to measure the energy delivered by the Customer to the City.

19. The Customer shall be solely responsible for all legal and financial obligations arising from the design, construction, installation, operation, maintenance and ownership of the RGS.

20. The Customer must obtain all permits, inspections and approvals required by applicable jurisdictions with respect to the generating system and must use a licensed, bonded and insured contractor to design and install the generating system. The Customer agrees to provide the City with a copy of the Local Building Code Official inspection and certification of installation. The certification shall reflect that the local code official has inspected and certified that the

installation was permitted, has been approved, and has met all electrical and mechanical qualifications.

21. In no event shall any statement, representation, or lack thereof, either express or implied, by the City, relieve the Customer of exclusive responsibility for the Customer's system. Specifically, any City inspection of the RGS shall not be construed as confirming or endorsing the system design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the RGS. The City's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any RGS equipment or procedure. Further, as set forth in Sections 13, 17, 19, 22 and 24 of this Agreement, Customer shall remain solely responsible for any and all losses, claims, damages and/or expenses related in any way to the operation or misoperation of its RGS equipment.

22. Notwithstanding any other provision of this Interconnection Agreement, the City, at its sole and absolute discretion, may isolate the Customer's system from the distribution grid by whatever means necessary, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The system will be reconnected as soon as practical once the conditions causing the disconnection cease to exist. The City shall have no obligation to compensate the Customer for any loss of energy during any and all periods when Customer's RGS is operating at reduced capacity or is disconnected from the City's electrical distribution system pursuant to this Interconnection Agreement. Typical conditions which may require the disconnection of the Customer's system include, but are not limited to, the following:

a. The City electrical distribution system emergencies, forced outages, uncontrollable forces or compliance with prudent electric utility practice.
b. When necessary to investigate, inspect, construct, install, maintain, repair, replace or remove any City equipment, any part of the City's electrical distribution system or Customer's generating system.
c. Hazardous conditions existing on the City's utility system due to the operation of the Customer's generation or protective equipment as determined by the City.
d. Adverse electrical effects (such as power quality problems) on the electrical equipment of the City's other electric consumers caused by the Customer's generation as determined by the City.
e. When Customer is in breach of any of its obligations under this Interconnection Agreement or any other applicable policies and procedures of the City.
f. When the Customer fails to make any payments due to the City by the due date thereof.

23. Upon termination of services pursuant to this Agreement, the City shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within thirty (30) working days following the termination, the Customer shall permanently isolate the RGS and any associated equipment from the City's electric supply system, notify the City that the isolation is complete, and coordinate with the City for return of the City's lock.

24. To the fullest extent permitted by law, and in return for adequate, separate consideration, Customer shall indemnify, defend and hold harmless the City, any and all of their members of its

governing bodies, and its officers, agents, and employees for, from and against any and all claims, demands, suits, costs of defense, attorneys' fees, witness fees of any type, losses, damages, expenses, and liabilities, whether direct, indirect or consequential, related to, arising from, or in any way connected with:

a. Customer's design, construction, installation, inspection, maintenance, testing or operation of Customer's generating system or equipment used in connection with this Interconnection Agreement, irrespective of any fault on the part of the City.
b. The interconnection of Customer's generating system with, and delivery of energy from the generating system to, the City's electrical distribution system, irrespective of any fault on the part of the City.
c. The performance or nonperformance of Customer's obligations under this Interconnection Agreement or the obligations of any and all of the members of Customer's governing bodies and its officers, agents, contractors (and any subcontractor or material supplier thereof) and employees.

Customer's obligations under this Section shall survive the termination of this Interconnection Agreement.

25. Customer shall not have the right to assign its benefits or obligations under this Agreement without the City's prior written consent and such consent shall not be unreasonably withheld. If there is a change in ownership of the RGS, Customer shall provide written notice to the City at least thirty (30) days prior to the change in ownership. The new owner will be required to assume, in writing, the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner shall not be permitted to net meter or begin parallel operations until the new owner assumes this Agreement or executes a new Agreement.

26. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the City and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described. This Agreement shall continue in effect from year to year until either party gives sixty (60) days notice of its intent to terminate this Agreement.

27. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the City's tariff filed with the Florida Public Service Commission, as it may be modified, changed, or amended from time to time, including any amendments modification or changes to the City's Net Metering Service Rate Schedule, the schedule applicable to this Agreement. The Customer and the City agree that any action, suit, or proceeding arising out of or relating to this Interconnection Agreement shall be initiated and prosecuted in the state court of competent jurisdiction located in Lake County, Florida, and the City and the Customer irrevocably submit to the jurisdiction and venue of such court. To the fullest extent permitted by law, each Party hereby irrevocably waives any and all rights to a trial by jury and covenants and agrees that it will not request a trial by jury with respect to any legal proceeding arising out of or relating to this Interconnection Agreement.

None of the provisions of this Interconnection Agreement shall be considered waived by either Party except when such waiver is given in writing. No waiver by either Party of any one or more defaults in the performance of the provisions of this Interconnection Agreement shall operate or be construed as a waiver of any other existing or future default or defaults. If any one or more of the provisions of this Interconnection Agreement or the applicability of any provision to a specific situation is held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Interconnection Agreement and all other applications of such provisions shall not be affected by any such invalidity or unenforceability. This Interconnection Agreement does not govern the terms and conditions for the delivery of power and energy to non-generating retail customers of the City's electrical distribution system.

28. This Agreement incorporates by reference the terms of the tariff filed with the Florida Public Service Commission by the City, including the City's Net Metering Service Rate Schedule, and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

29. The City and Customer recognize that the Florida Statutes and/or the Florida Public Service Commission Rules, including those directly addressing the subject of this Agreement, may be amended from time to time. In the event that such statutes and/or rules are amended that affect the terms and conditions of this Agreement, the City and Customer agree to supersede and replace this Agreement with a new Interconnection Agreement which complies with the amended statutes/rules.

30. Customer acknowledges that its provision of electricity to the City hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City pursuant to the City's Net Metering Service Rate Schedule, (as filed with the Florida Public Service Commission), from all participating City customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City's electric system for the previous year.

31. This Agreement is solely for the benefit of the City and Customer and no right nor any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the City or Customer, any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and, all provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and be binding upon the City and Customer and their respective representatives, successors, and assigns. Further, no term or condition contained in this Agreement shall be construed in any way as a waiver by the City of the sovereign immunity applicable to the City as established by Florida Statutes, 768.28.

32. Renewable Energy Credits. Customer shall retain the rights to any renewable energy credits produced by the customer-owned renewable generation; and any additional meters necessary for

measuring the total renewable energy generated by the customer owned renewable generation for the purpose of receiving renewable energy credits shall be installed at Customer's expense, unless otherwise determined during negotiations for the sale of Customer's renewable energy credits to City.

IN WITNESS WHEREOF, Customer and the City have executed this Agreement the day and year first above written.

City:

By: ____________________________

Title: __________________________

Date: __________________________

Customer:

By: ______________________________
(Print Name)

____
(Signature)

Date: ________________________

City Account Number:

____

RATE SCHEDULE NM
NET METERING SERVICE

The City of Mount Dora shall charge and collect for net metering service on the following bases of availability, application, monthly rate, metering, and billing.

AVAILABILITY:

This schedule is available throughout the entire territory served by the City of Mount Dora.

APPLICATION:

This schedule is applicable to a customer who:

1. Takes retail service from the City of Mount Dora under an otherwise applicable rate schedule at their premises.
2. Owns a renewable generating system with a gross power rating that does not exceed 100 kilowatts (100 kW), is located on the customer's premises and is primarily intended to offset part or all of customer's own electric requirements. Customer's renewable generation system shall fall within one of the following ranges:
   - Tier 1 = 10 kW or less;
   - Tier 2 = greater than 10 kW and less than or equal to 100 kW;
3. Is interconnected and operates in parallel with the City of Mount Dora's electric distribution system;
4. Provides the City of Mount Dora with an executed Standard Interconnection Agreement for Customer-Owned Renewable Generation.

MONTHLY RATE:

All rates charged under this schedule will be in accordance with the customer's otherwise applicable rate schedule. A customer served under this schedule is responsible for all charges from its otherwise applicable rate schedule including monthly minimum charges, customer charges, meter charges, facilities charges, demand charges and surcharges. Charges for energy (kWh) supplied by the City of Mount Dora will be based on the net metered usage in accordance with Billing (see below).

(Continued on Sheet No. 9.501)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 9.5)

METERING

Metering equipment shall be installed by the City of Mount Dora capable of measuring the difference between the electricity supplied to the customer and the electricity generated by the customer and delivered to the City of Mount Dora's electric grid. Such metering equipment shall be installed at the point of delivery at the expense of the City of Mount Dora.

Meter readings shall be taken monthly on the same cycle as required under the otherwise applicable rate schedule.

Any meter or meters installed to measure total renewable electricity generated by the Customer for the purposes of receiving Renewable Energy Certificates (or similarly titled credits for renewable energy electricity generated) shall be installed at the expense of the customer, unless determined otherwise during negotiations for the sale of the customer's credits to the City of Mount Dora.

BILLING:

Customer shall be billed for its consumption and export of energy as follows:

1. Customer shall be billed for the electric energy used by the customer that is in excess of the electric energy supplied by the customer-owned renewable generation during the billing period in accordance with the otherwise applicable rate schedule.
2. In the event that customer's supply of excess energy to the City of Mount Dora exceeds its usage of electric energy from the City of Mount Dora during a billing period, the excess energy will be credited to the customer's energy consumption for the next month's billing cycle.
3. Excess energy credits produced pursuant to paragraph 2 above will accumulate and be used to offset the customer's energy usage in subsequent months for a period of not more than 12 months. In the last billing cycle of each calendar year, the City of Mount Dora will credit the customer for any unused energy credits at a rate equal to the City of Mount Dora's annual average Power Cost Charge for that calendar year.
4. In the event that a customer closes an account, any of the customer's unused excess energy credits shall be paid to the last address or forwarding address by check within 180 days. The City of Mount Dora will credit the customer for such unused energy credits at a rate equal to the City of Mount Dora's annual average Power Cost Charge for the calendar year.

(Continued on Sheet No. 9.502)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 9.501)

5. Regardless of whether any excess energy is delivered to the City of Mount Dora's electric system in a given billing cycle, Customer shall be required to pay the greater of: (1) the minimum charge as stated in the otherwise applicable rate schedule; or (2) the applicable customer charge plus the applicable demand charge for the maximum measured demand during the billing period in accordance with provisions of the otherwise applicable rate schedule.
6. Customer acknowledges that its provision of electricity to the City of Mount Dora hereunder is on a first-offered first-accepted basis and subject to diminution and/or rejection in the event the total amount of electricity delivered to the City of Mount Dora pursuant to this Schedule, from all participating the City of Mount Dora customers, exceeds 2.5 percent (%) of the aggregate customer peak demand on the City of Mount Dora's electric system for the previous year.

FEES:

The Customer shall be required to pay the following fees for the review and processing of the application as follows. Fees may be adjusted annually.

- Tier 1 – None
- Tier 2 – $240

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

RATE SCHEDULE PCC
POWER COST CHARGE

APPLICABILITY:

This Power Cost Charge (PCC) is applicable to and becomes a part of all the City of Mount Dora's retail rate schedules.

BILLING:

The monthly bill computed under the appropriate retail rate schedule will include this Power Cost Charge computed by multiplying the kWh used by the Fuel and Power Cost Factor F, determined as follows:

$$F = (Fm / Sm) \quad x \quad \frac{1}{1 - L} \quad x \quad \frac{1}{1 - T}$$

Where:

1. F = Fuel and Power Cost Factor in dollars per kWh rounded to the nearest one-hundredth of a cent applicable to bills rendered during the current Billing Period. Billing Period is each month during the six-month periods October 1 through March 31 and April 1 through September 30.

2. Fm = Total applicable net cost of bulk power including purchased power, generation, fuel, customer-owned renewable generation, and related transmission costs during the Billing Period. Total applicable net cost of bulk power for the Billing Period is: (a) the net cost of bulk power; and (b) an amount to correct for the over-recovery or under-recovery of the actual applicable power costs (True-Up Adjustment) during the latest six-month period of (i) August, September, October, November, December, and January; or (ii) February, March, April, May, June, and July, determined the difference between actual applicable net costs of bulk power during such six-month period and the applicable net costs of bulk power actually billed during the same period; plus any previous over-recovery or under-recovery of actual applicable net costs of bulk power, including monthly interest earnings or charges on such amounts computed at the City's pooled investment rate, as defined above associated with prior period adjustments as determined to be appropriate by the City of Mount Dora, if any.

3. Sm = Estimated net energy in kWh in the Billing Period equal to the bulk power purchases, including purchases of energy from customer-owned renewable generation.

4. L = System loss factor to be determined by the City of Mount Dora.

5. T = Tax factor to reflect the application of the State of Florida Gross Receipts Tax.

(Continued on Sheet No. 10.1)

Issued By: Michael Quinn
City Manager

Effective: 5/1/10

(Continued from Sheet No. 10.0)

The PCC shall be determined on a projected six-month period and shall be fixed for each projected six-month period if, in the sole opinion of the City of Mount Dora, the projected PCC represents a reasonable estimate of actual costs.

If significant circumstances arise which warrant a change to the PCC, then the PCC may be modified during the six-month Billing Period if approved by the City of Mount Dora.

Issued By: Michael Quinn
City Manager

Effective: 4/1/09

EXHIBIT B

SECOND AMENDMENT TO THE POWER SALES AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND PROGRESS ENERGY FLORIDA

CITY OF MOUNT DORA

CELEBRATING 100 YEARS

Public Works and Utilities
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151 ext. 1805
Fax: 352-735-1539
E-mail: publicworks@cityofmountdora.com

DATE: **April 6, 2010**

TO: **Mayor and City Council**

FROM: **Gary Hammond, Director of Public Works & Utilities**

VIA: **Michael Quinn, City Manager**

RE: **Implementation of Programs for Renewable Energy Resources, Energy Conservation, Efficiency Measures, and Net Metering**

Recommendation: Staff recommends that City Council approve the attached Resolution to implement the City's programs for renewable energy and net metering to become effective on May 1, 2010.

References/Support: N/A

Background/Information: The state of Florida, through Section 366.92, Florida Statutes, has adopted a renewable energy policy to promote the development of renewable energy resources, energy conservation, and efficiency measures. Among other goals, Florida's renewable energy policy seeks to promote the development of renewable energy resources, diversify the fuel types used to generate electricity, lessen Florida's dependence on natural gas and fuel oil, and encourage investment within the state. The City is required to formally establish standards designed to achieve the goals of the state's renewable energy policy.

Florida has also required electric utilities, including the City, to begin offering net metering programs to customers who want to install renewable generation systems (RGS). Net metering involves the installation of a special electric meter at customer facilities where renewable generation systems are located. The electric meter is capable of measuring both the electricity delivered to the customer as well as any electricity that is delivered to the City's electric grid from the customer. Under net metering, the City would pay the customer for any electricity delivered to the electric grid from the customer-owned RGS.

In Florida, a typical customer-owned renewable generation system consists of photovoltaic (PV) panels installed on a rooftop, along with electronics to convert the solar energy into household power. Some PV systems have batteries that can store electric energy generated during the day to be used during nighttime hours. Presently, residential PV systems are quite expensive, costing around $20,000 to $30,000 for a small system with a rating of 5 kW. In the last year, the City has had two preliminary inquiries from customers regarding installing PV systems, but they have not gone forward. However, staff expects more interest in renewable generation systems in the future as costs come down.

Because the City will be able to purchase energy from customer-owned renewable generation systems, it had to negotiate minor changes to the City's existing Power Sales Agreement (PSA) with Progress Energy. The Second Amendment, included as Exhibit B of the Resolution, makes the required changes to the PSA to permit the City to purchase energy from its customers having a RGS facility.

The attached Resolution will adopt and approve all of the necessary standards, policies, applications, interconnection agreements, and rate schedules necessary to implement the City's renewable energy and net metering programs. Further details are included in the attached memorandum from Charles Revell dated April 6, 2010.

Attachments: Charles Revell's memo of April 6, 2010
Resolution, Exhibits A, and Exhibit B

CITY OF MOUNT DORA
CELEBRATING 100 YEARS

Public Works and Utilities
1250 N. Highland St.
Mount Dora, FL 32757
352-735-7151 ext. 1805
Fax: 352-735-1539
E-mail: publicworks@cityofmountdora.com

DATE: April 6, 2010

TO: Gary V. Hammond
Director of Public Works and Utilities
Robert Brekelbaum
Finance Director

FROM: Charles F. Revell cfr
Electric Utility Manager

RE: Implementation of Programs for Renewable Energy Resources, Energy Conservation, Efficiency Measures, and Net Metering

As requested, I have prepared this memorandum to describe how the City will implement programs to encourage and facilitate renewable energy resources, energy conservation and efficiency, and net metering. The attached Resolution, when adopted by City Council, will establish these important conservation programs effective on May 1, 2010.

Background

The state of Florida, through Section 366.92 Florida Statutes, has adopted a renewable energy policy to promote the development of renewable energy resources, energy conservation, and efficiency measures. In particular, Florida's renewable energy policy states that it is in the public interest to:

- Promote the development of renewable energy resources in the state
- Protect the economic viability of Florida's existing renewable energy facilities
- Diversify the types of fuel used to generate electricity in Florida
- Lessen Florida's dependence on natural gas and fuel oil to produce electricity
- Minimize the volatility of fuel costs
- Encourage investment within the state
- Improve environmental conditions
- Minimize the costs of power supply to electric utilities and their customers

The City's electric utility is required to comply with the state's energy policy by developing standards for the promotion, encourage, and expansion of the use of renewable energy resources, energy conservation, and energy measures. In addition, the City must submit a report to the

Florida Public Service Commission (FPSC) by April 1 each year that identifies such standards.

In addition to the state-wide renewable energy policy, Section 366.91, Florida Statutes, requires electric utilities, including the City, to implement a net metering program for customer-owned renewable generation systems (RGS). Net metering involves the installation of a special electric meter at customer facilities where renewable generation systems are located. The electric meter is capable of measuring both the electricity delivered to the customer as well as any electricity that is delivered to the electric grid from the customer. Under net metering, the utility pays the customer for any electricity delivered to the electric grid from the customer-owned RGS. Utilities are required to file a report with the FPSC by April 1 of each year detailing customer participation in the net metering program.

In Florida, a typical customer-owned renewable generation system consists of photovoltaic (PV) panels installed on a rooftop, along with electronics to convert the solar energy into household power. Some PV systems have batteries that can store electric energy generated during the day to be used during nighttime hours. Presently, residential PV systems are quite expensive, costing around $20,000 to $30,000 for a small system with a rating of 5 kW. In the last year, the City has had two preliminary inquiries from customers regarding installing PV systems, but they have not gone forward. However, staff expects more interest in renewable generation systems in the future as costs come down.

Renewable Energy Standards

In order to comply with Florida's renewable energy policy, the City must formally establish principles and standards. The City already offers several programs to customers to encourage energy conservation and efficiency, including free on-site residential energy audits and the on-line system Energy Depot for Homes® that provides conservation tools and information. The City has also taken steps to improve the efficiency of its electric distribution system, by replacing smaller, less efficient conductors with larger conductors that have lower electrical losses.

The Resolution formalizes existing City renewable energy and conservation programs and expands future efforts regarding power supply and joint-action initiatives with the other municipal utilities in Florida. Specifically, the Resolution established the following guiding principles and standards regarding renewable energy:

- Explore options to increase the City of Mount Dora's reliance on renewable energy resources to meet its power supply needs, including encouraging its wholesale power provider to increase their renewable energy portfolio, as well as examining alternative renewable power supply options, to the extent they are reliable and cost effective.
- Continue to promote renewable energy, energy conservation and energy efficiency by providing customers with information, guidance, tools and support in their renewable energy development, energy efficiency and conservation efforts.
- Continue to identify methods to enhance energy efficiency in City of Mount Dora facilities and operations and for customers by participating in joint-action initiatives offered by the Florida Municipal Power Agency (FMPA) and the Florida Municipal Electric Association (FMEA).
- Continue to pursue state and federal grant opportunities to fund City programs to promote

renewable energy, energy conservation, and energy efficiency.

Net Metering Program

To comply with Section 366.91, Florida Statutes, the City has modeled its net metering program after the net metering program of Progress Energy. Progress Energy and the other investor-owned electric utilities are subject to the jurisdiction of the jurisdiction of the FPSC, which makes allowances for customers wanting to install smaller renewable generation systems. By making the City's net metering program virtually identical to Progress Energy's program, customers within the City will have the same options regarding net metering regardless of which utility provides electric service.

Under the City's Net Metering Program, a customer wanting to install a renewable energy generation system would take the following steps:

1. *Fill out the Application for Interconnection* – The form provides information regarding the customer, the facility location, technical details regarding the RGS, and the system rating. The customer-owned RGS must fit within the following rating tiers:

   TIER 1 – The RGS has a rating of 10 kW or less
   TIER 2 – The RGS has a rating greater than 10 kW but less than 100 kW

2. *Execute a Standard Interconnection Agreement* – There are separate interconnection agreements for TIER 1 and TIER 2 systems, each having very similar provisions. The agreements address technical requirements of the renewable generation systems, operational issues, inspections, metering equipment, indemnification, and rate tariffs. The interconnection agreement for the larger TIER 2 systems require the customer to maintain general liability insurance and to pay for a manual disconnect to isolate the system from the City's electric system. Under FPSC rules, smaller TIER 1 customers are not required to maintain insurance or pay for a manual transfer switch.

3. *Supply Required Documentation* – The customer must provide technical documentation that demonstrates that the RGS installation complies with IEEE, UL, and National Electric Code standards. In addition, the customer must provide documentation that the facility has been inspected and approved by local code officials and utility officials. Larger TIER 2 customers must provide proof of general liability insurance.

4. *Pay an Application Fee* – Customers wanting to install the larger TIER 2 system must pay a $240 application fee, the same amount charged by Progress Energy. Customers installing a smaller TIER 1 system do not pay an application fee under FPSC rules.

The Application for Interconnection and Standard Interconnection Agreements are included in Exhibit A to the Resolution.

After the customer has successfully completed the application process, the City will install a special electric meter at the facility. The meter will record the net energy delivered to the customer from the City and the energy (if any) delivered from the customer to the City's electric grid. The customer will be billed under the new *Rate Schedule NM – Net Metering*, which works in conjunction with the standard rate schedule applicable to customer's facility. Under net metering, the customer's energy consumption would be reduced by the output of the renewable energy generation, thus reducing the customer's electric bill. If the customer's renewable energy generation produced more energy than the customer consumed in a given month, the City would apply any unused energy credits to energy consumption for the following month. This approach results in the Customer receiving compensation for the energy from the renewable energy system at the full retail value under the electric rate schedule.

Because the City may be purchasing power from customer-owned renewable generation, it is necessary to modify *Rate Schedule PCC – Power Cost Charge*. The PCC is the billing mechanism that the City uses to collect the costs of purchased power from customers. Historically, all purchased power costs were associated with purchases from our wholesale supplier, Progress Energy. The modifications to *Rate Schedule PCC* clarify that purchased power also includes the energy and associated costs of any customer-owned renewable generation. In addition, staff has implemented a recommendation from the consultant who reviewed the City's PCC mechanism to include interest charges (or earnings) on any monthly under-collections or over-collections of power cost revenues from customers.

The new *Rate Schedule NM – Net Metering* and the revised *Rate Schedule PCC – Power Cost Charge* are included in Exhibit A to the Resolution.

Second Amendment to the Power Sales Agreement

Under net metering, utilities purchase energy from customer-owned generation – which is no different than obtaining energy from utility-owned generation or other sources. The City purchases energy from Progress Energy through its Power Supply Agreement (PSA). If the City were to purchase energy from customer-owned renewable generation systems, purchases from Progress Energy would be reduced. Since the existing PSA does not currently allow for such purchases, City staff initiated negotiations with Progress Energy to amend the agreement. The Second Amendment makes the necessary changes to the PSA that will permit the City to purchase energy from customer-owned renewable generation.

The Second Amendment is included in Exhibit B to the Resolution. It allows the City to purchase the energy from customer-owned renewable generation systems in an aggregate amount not the exceed 2.5% of the City's previous year's peak demand. Staff considers the 2.5% cap to be reasonable and consistent with similar power supply contracts of other utilities. Based on the City's 2009 peak demand, customers could install approximately 570 kW of renewable generation systems. Given that a typical Tier 1 installation is only 5 kW, over 100 customers could install renewable generation systems under the amended PSA.

Implementation

The attached Resolution will adopt and approve all of the necessary standards, policies, rate schedules, applications, contracts, and PSA changes to implement the City's renewable energy and net metering programs. I recommend that City Council approve the Resolution so these important programs can go into effect on May 1, 2010.

U:\Pubserv\Electric\REGULATION\Florida PSC\Net Metering\Agenda Package - 4-6-10\CFR Memo - Renewable Energy, Conservation, Net Metering - 4-6-10.doc

510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: **November 21, 2023**

TO: **Honorable Mayor and City Council Members**

FROM: **Patrick C. Comiskey, City Manager** Patrick C. Comiskey

SUBJECT: Request Adoption of **Resolution No. 2023-22**, City Sidewalk Bank Policy

---

Introduction:
This is a request for City Council to adopt **Resolution No. 2023-22**, Sidewalk Bank Policy.

Discussion:
The City of Mount Dora requires the installation of a sidewalk at the time of development. This policy is tailored for infill type development under certain circumstances when it is not feasible to construct a sidewalk. However, there are circumstances when current site conditions or other considerations justify the acceptance of a monetary contribution in lieu of sidewalk construction into the City's Sidewalk Bank. Such contributions will be used for the sole purpose of the City installing new sidewalks and repairing existing sidewalks at the City's sole discretion.

It is the City's intention to limit the approval of such requests to those projects which merit serious consideration. The following list of criteria shall be used by the City Engineer for the purpose of evaluating a payment in lieu of a sidewalk construction request. A request is not required to meet all of the following criteria to be considered eligible:

- There are no sidewalks in the vicinity of the project, and it is unlikely that there will be development nearby that would require the installation of sidewalks in the future.
- There is a planned roadway or infrastructure improvement scheduled to be implemented within the next 5 years which would require the removal or relocation of the required sidewalk.
- A location within the downtown area, defined as being on the south side of US Highway 441.
- There are existing conditions such as an existing tree, 24-inches or greater in size (DBH), which obstruct the proper installation of standard sidewalks within the City's right-of-way or dedicated easement.
- There are no existing sidewalks on the same side of the street (right-of-way) within 300 linear feet from the lot or parcels required to install sidewalks.

- Other unusual circumstances make the sidewalk installation requirement unreasonable or inappropriate.

Budget Impact:
There is no immediate budget impact. Funds contributed by development projects to the Sidewalk Bank can be used to pay for new sidewalks and repairing existing sidewalks as needed.

Strategic Impact:
Objective 2.2 Enhance pedestrian safety-crosswalk & traffic calming solutions.
Objective 2.4 Sustain City Infrastructure.

Recommendation:
City Council adopt Resolution No. 2023-22, Sidewalk Bank Policy.

Attachment(s):
1. Reso No. 2023-22 Sidewalk Bank Policy Reso
2. RESO No. 2023-22 EXHIBIT A - SidewalkFeePolicy (Vince edits9-8-2020)_230227 (002) - REV-1

Prepared by:	GEORGE MAREK, Public Works Director	
Reviewed by:	Aneta Barton, Budget Director	Approved - 11/14/2023
	City Attorney,	Approved - 11/15/2023
	Jeanann Hand, City Clerk	Approved - 11/15/2023
	Patrick Comiskey, City Manager	Final Approval - 11/15/2023

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, CREATING AND PROVIDING FOR ADOPTION OF A POLICY FOR CONTRIBUTION IN LIEU OF SIDEWALK CONSTRUCTION UNDER SPECIAL CIRCUMSTANCE(S); PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Mount Dora adopts and maintains various policies in order to ensure the most efficient and effective performance of its City Departments; and

WHEREAS, from time to time, it is necessary for the City to create new policies in order to better express the vision of the City and accommodate the operations thereof; and

WHEREAS, the City of Mount Dora requires the installation of sidewalk by the development community at the time of development; and

WHEREAS, there are circumstances when site conditions or other considerations justify the acceptance of a monetary contribution in lieu of sidewalk construction; and

WHEREAS, accordingly, the City has determined that it is in its best interest to adopt a Policy for Contribution in Lieu of Sidewalk Construction Under Special Circumstance(s); and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:

SECTION 1. Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

SECTION 2. Adoption of Policy. The City of Mount Dora hereby adopts the Policy for Contribution in Lieu of Sidewalk Construction Under Special Circumstance(s) attached hereto as **Exhibit "A**.**"**

SECTION 3. Implementing Administrative Actions. The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary, and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

SECTION 4. Savings Clause. All prior actions of the City of Mount Dora pertaining to the Public Purpose Policy, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 5. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 6. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 7. Severability. If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

SECTION 8. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 21st day of November, 2023.

____
CRISSY STILE
MAYOR of the City of Mount Dora, Florida

ATTEST:

____
Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only.
Approved as to form and legality.

____
Patrick Brackins, City Attorney

EXHIBIT "A"
City of Mount Dora
Policy for Contribution in Lieu of Sidewalk Construction
Under Special Circumstance(s)

DRAFT
Policy for Fee in Lieu of Sidewalk Construction

Effective Date:
Supersede Date:
Policy Number:

Policy for Contribution in Lieu of Sidewalk Construction Under Special Circumstance(s)

Sidewalk Bank

ARTICLE 1. GENERAL PROVISIONS

Section 1. Purpose of the Policy

The Mount Dora City Council requires the installation of sidewalk by the development community at the time of development. However, there are circumstances when current site conditions or other considerations justify the acceptance of a monetary contribution into the City's Sidewalk Bank in lieu of sidewalk construction. Such contributions will be used for the sole purpose of the City installing new sidewalks and repairing exiting sidewalks at the City's sole discretion.

It is the purpose of this policy, and the rules and regulations set forth, to establish clear, equitable, and consistent standards for carrying out collection of the fee in lieu of the construction requirement provided for in the Land Development Code (LDC), as it pertains to sidewalks and related pedestrian facilities. This objective shall be achieved by establishing defined standards related to project eligibility, prioritization, and implementation. Further, it is the intent of the City to have new development and redevelopment projects install sidewalks pursuant to the standards of the City's Land Development Code. The payment in lieu of installation is an option based on specific criteria.

Section 2. Discretionary Power

Nothing in this policy shall be construed to limit the City authority to deny a fee in lieu of sidewalk construction request. The standards and material contained herein are meant to guide and support any decision made by the City regarding fee in lieu of sidewalk construction.

ARTICLE 2. PROJECT ELIGIBILITY

Section 1. Fee in lieu of Sidewalk Construction Requests

Any applicant for a project where it is required to install sidewalk per the standards of the City of Mount Dora Land Development Code (LDC) may request to pay a fee in lieu of constructing said physical improvements. All requests to pay a fee in lieu of sidewalk construction shall be reviewed and decided upon by the City Engineer with a written request and justification as provided herein.

Section 2. Evaluation Criteria

While any project may submit a request to pay a fee into the City's Sidewalk Bank in lieu of sidewalk construction, it is the City's intention to limit the approval of such requests to those projects which merit serious consideration. The following list of criteria shall be used by the City Engineer for the purpose of evaluating a payment in lieu of construction request. A request is not required to meet all of the following criteria to be considered eligible:

- There are no sidewalks in the vicinity of the project, and it is unlikely that there will be development nearby that would require the installation of sidewalks in the future.
- There is a planned roadway or infrastructure improvement scheduled to be implemented within the next 5 years which would require the removal or relocation of the required sidewalk.
- Project location within the downtown area defined as being south side of US Highway 441.
- Demonstration of existing conditions which obstruct the proper installation of standard sidewalks within the City's right-of-way or dedicated easement, such as an existing tree 24 inches or greater in size (DBH).
- There are no existing sidewalks on the same side of the street (right-of-way) within 300 linear feet from the lot or parcels required to install sidewalks.
- Existence of any other unusual circumstances which make the sidewalk installation requirement unreasonable or inappropriate.

ARTICLE 3. PAYMENT FEE CONTRIBUTION CALCULATION

The fee calculation for approved payments in lieu of sidewalk shall be based on the most recent version of the Florida Department of Transportation statewide cost per mile model for sidewalk construction using a five (5) foot wide sidewalk and four (4) inches depth. FDOT cost estimating web site:

https://www.fdot.gov/programmanagement/estimates/lre/costpermilemodels/cpmsummary.shtm

ARTICLE 4. CREDITS

A fee in lieu of sidewalk construction may be credited by an equivalent amount of sidewalk construction in another location, subject to review and approval of the City of Mount Dora Public Service Department. The selected location for off-site sidewalk construction must be approved by the City Engineer, as well as inspected by the Public Works department. Additionally, the developer/owner must obtain permission for all necessary encroachments and/or easements and provide copies of said agreements to the City of Mount Dora prior to commencement of work. Unless otherwise approved by the City Engineer, off-site sidewalk construction permitted by this policy shall be due prior to building permit issuance.

ARTICLE 5. CITY USE OF SIDEWALK FEE IN LIEU OF CONSTRUCTION FUNDS

Section 1. Use Types

There is hereby established a special fund for the deposit of all sums paid in lieu of sidewalk installation per this policy (hereafter referred to as the 'Sidewalk Bank'). These funds shall only be used to install new sidewalks or new pedestrian facilities (such as curb ramps or crosswalks). The Sidewalk Bank shall not be used to fund sidewalk repairs.

The City shall create a Sidewalk Prioritization List for the purpose of identifying those areas in which new sidewalks and new pedestrian facilities can be installed by the City using the Sidewalk Bank. Criteria for establishing the Sidewalk Prioritization List are included in Article 6.

Section 2. Period of Use

As set forth by this policy, payments collected through fees in lieu of sidewalk construction shall be used by the City within five years of collection, unless said funds are insufficient to cover the cost of any project identified on the approved Sidewalk Prioritization List.

In the event that a Sidewalk Prioritization List is not available or that collected fees are insufficient to cover any projects on the Sidewalk Prioritization List, the City may elect to reserve these funds until additional fees are collected. Alternatively, the City may use the funds to build a new sidewalk segment not specifically listed on a prioritization list, if said sidewalk completely fills a gap between two existing sidewalk segments.

ARTICLE 6. PRIORITIZATION OF NEW SIDEWALK INSTALLATION

The City shall periodically compile a priority listing for the installation of paved sidewalk improvements, giving full consideration to the following criteria:

- Paved sidewalks along one side of the streets that constitute major walking routes to a public school shall normally be given first priority in an order established by the City after consideration of the service area.
- Sidewalks along one side of the streets that constitute a major walking route to some public facility or along streets designated as a major or minor thoroughfare on the City transportation plan shall normally be given second priority in an order established by the City.
- Sidewalks along a second side of the streets that constitute a major walking route to public schools, other public facilities, or along major or minor thoroughfares, where sidewalks already exist on one side, shall be given third priority.
- Paved sidewalks in locations other than those described above shall normally be given fourth priority in an order established by the City.

ARTICLE 7. FUTURE SITE IMPROVEMENTS OR CHANGES

Any fee in lieu of sidewalk installation request approved by the City shall only apply to those requirements in place at the time of development.