



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
August 4, 2026, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

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PRESENTATIONS

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PUBLIC COMMENT

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

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| 3. Request Approval of Task Authorization with Faden Builders Inc. for Downtown One-Way Street Project | 131 |

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

DISCUSSION ITEMS

PRIORITY PROJECT UPDATES

1. Landfill Litigation (City Attorney)
2. Witherspoon Lodge (City Attorney)
3. Nathaniel Bell Community Resource and Recreation Center Status and Operation Plan

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

- | | |
|--|-----|
| 1. Code of Ordinances Codification Review Update | 139 |
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COMMUNICATIONS AND REPORTS

1. Councilmember Cal Rolfson
2. Councilmember Dennis Dawson
3. Councilmember Marc Crail
4. Councilmember Nate Walker
5. Councilmember Doug Bryant
6. Vice-mayor John Cataldo
7. Mayor James Homich

UPCOMING MEETING DATES

1. Tuesday, August 18, 2026, 6:00 p.m., Regular Session
2. Monday, August 24, 2026, 6:00 p.m., Final Budget Workshop: Overall Budget

3. Tuesday, September 1, 2026, 6:00 p.m., Regular Session
4. Thursday, September 3, 2026, 6:00 p.m., Special Meeting - 1st Public Hearing to Consider Adoption of Tentative Budgets; Proposed Millage Rate
5. Thursday, September 10, 2026, 6:00 p.m., Special Meeting: Conduct Public Hearings to Consider Adoption of Fire Assessment Rate Resolution

ADJOURNMENT

BOARD APPOINTMENTS

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: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Advisory Board and Committee Appointments

Introduction:

This is a request for Council to approve an Advisory Board and Committee appointment.

Discussion:

Article VIII, Division 1, Section 2-233 of the Mount Dora Code of Ordinances provides that appointments to boards under the authority of the City Council are made by the City Council. The following appointment is proposed by Councilmember Crail.

Northeast CRA Advisory Committee:
District 4: Franco Garcia

Budget Impact:

There is no budget impact associated with this item.

Strategic Impact:

Strategic Initiative 4: Provide High-Quality City services that sustain a vibrant, safe, and healthy community.

Strategic Initiative 1: Promote Economic Development.

This appointment supports citizen participation in Northeast CRA redevelopment activities.

Recommendation:

City Council approve the appointment.

Attachment(s):

1. FRANCO GARCIA.ONLINE FORM SUBMITTAL.1.28.26

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/28/2026

Final Approval - 7/28/2026

From: noreply@civicplus.com
To: [Hand, Jeanann; Clerk](#)
Subject: Online Form Submittal: Board Application
Date: Wednesday, January 28, 2026 6:39:02 PM

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

Board Application

Application to Serve on a City of Mount Dora Board or Committee

Thank you for your interest in serving our community.

Please complete the fields below and submit completed form using the submit button at the end of the form. Completed forms may also be hand-delivered or mailed to the City Clerk at 510 North Baker Street, Mount Dora, FL 32757.

First Name	Franco
Last Name	Garcia
Address1	3042 Bethpage loop
Address2	<i>Field not completed.</i>
City	MOUNT DORA
State	Florida
Zip	32757
Phone Number	3523215315
Email Address	francobuis2022@gmail.com

Please provide a brief statement relating to your education, experience and reason for wishing to serve

Since High school, I've been involved with community initiatives and leadership positions, such as founding the MDHS Recycling program, which partnered with Waste Management & Crissy Style, becoming VP of the Youth Philanthropy Council, which partnered with the community trust & the First National Bank, and Leading and growing 2 youth ministry where I specialize & train leaders in open debate.

My interest in local government stems from the aspiration to lead at the state & even the federal level. There is no better place to start than the very city you come from. Now, I study Finance & Public Administration at Seminole State College, on track to transfer to UCF. With every step that I take up the chain of career and government, I would like to leave a positive mark, inspiring the Youth to get involved.

Resume or additional
attachments (not
required)

Field not completed.

Boards on which you
wish to serve

North CRA advisory board meeting

Upon Completion

This form will be submitted to the City Clerk's Office.

Email not displaying correctly? [View it in your browser.](#)



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation by Florida League of Cities President Holly D. Smith

Introduction:

The City Council will receive an informational presentation from Holly D. Smith, President of the Florida League of Cities.

Discussion:

President Smith will provide an overview of the Florida League of Cities and discuss issues affecting municipalities, the League's advocacy and member resources, and the importance of local self-government. City Council will have an opportunity to ask questions and discuss matters of mutual municipal interest.

Budget Impact:

There is no direct budget impact associated with this informational presentation.

Strategic Impact:

This presentation supports Strategic Initiative 4: Provide high-quality City services that sustain a vibrant, safe and healthy community. It also advances effective governance, informed decision-making, intergovernmental collaboration, and advocacy for Mount Dora's local priorities.

Recommendation:

Receive the presentation. No action is required.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk
Reviewed by:

Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/20/2026
Final Approval - 7/20/2026



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation Fiscal Year 2024-25 Annual Audit

Introduction:

Forvis Mazars, LLP, the City's independent external auditor, will present the results of the annual audit of the City's financial statements for the fiscal year ended September 30, 2025.

Discussion:

The annual audit provides an independent review of the City's financial statements and compliance with applicable accounting, reporting, and grant requirements. Forvis Mazars will summarize its required communications to the City Council, the independent auditor's report, reports on internal control and compliance, Single Audit results, the management letter, and key financial highlights.

The presentation will also identify any audit findings or recommendations and provide the City Council an opportunity to ask questions of the auditor and City staff.

Budget Impact:

No additional budget impact is associated with this presentation. The cost of annual audit services is included in the adopted budget.

Strategic Impact:

The annual audit supports financial accountability, transparency, sound fiscal management, and compliance with applicable financial reporting requirements.

Strategic Initiative 4: Provide high-quality City services that sustain a vibrant, safe, and healthy community.

Strategic Initiative 5: Invest in Fiscal Resources.

Recommendation:

City Council receive the Fiscal Year 2024-25 annual audit presentation from Forvis Mazars, LLP, and provide any questions or direction to staff. This item is for informational purposes only.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jennifer Gates, Finance Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/16/2026

Approved - 7/16/2026

Final Approval - 7/16/2026



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Certificate of Recognition for the Friends of the Library

Introduction:

The City Council will recognize the Friends of the Library Mount Dora for their extraordinary financial support of the W.T. Bland Public Library during Fiscal Year 2025-26.

Discussion:

For more than 56 years, the Friends of the Library Mount Dora has provided significant support to the W.T. Bland Public Library. During Fiscal Year 2025-26, the organization has committed \$59,850 to date for children's programming, exhibits, collection materials, and other library enhancements.

The Friends' support includes \$20,000 for a recurring dinosaur exhibit featuring six custom-made exhibit pieces and \$7,500 for realistic natural history artifacts and high-quality artwork for the expanded Nature Lab. Additional contributions support performers, book giveaways, laboratory supplies, themed story times, a children's mural, artwork for the Children's Program Room, a lobby charging station, and 276 books for Head Start students.

These contributions advance early literacy, lifelong learning, and engaging educational experiences for residents of all ages. The Nature Lab will provide museum-quality representations of Florida's flora and fauna, while the dinosaur exhibit will be complemented by speakers and specially selected collection materials.

Budget Impact:

The Friends of the Library Mount Dora's Fiscal Year 2025-26 contributions total \$59,850. The sponsored programs, exhibits, materials, and enhancements will be provided at no direct cost to the City. Routine operating costs associated with hosting and maintaining these activities are included within the Library's adopted budget.

Strategic Impact:

This recognition supports the City's commitment to high-quality library services, lifelong learning, and programs that benefit residents of all ages.

Strategic Initiative 4: Provide high-quality City services that sustain a vibrant, safe and healthy community.

Goal 12: Provide high-quality programs to benefit all age groups: Parks and Recreation; the Northeast Resource and Recreation Center; and the Library.

Objective 12.4: Strive to achieve the library's mission of "lifelong learning and access to information" through innovative programming.

Recommendation:

City Council present a Certificate of Recognition to the Friends of the Library Mount Dora for their extraordinary support of the W.T. Bland Public Library and the Mount Dora community.

Attachment(s):

1. Certificate of Recognition Friends of Library.2026

Prepared by: Cathy Lunday, Library Director

Reviewed by:

Cathy Lunday, Library Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 6/24/2026

Approved - 7/16/2026

Final Approval - 7/16/2026



CERTIFICATE OF RECOGNITION

WHEREAS, since 1970, the Friends of the Library Mount Dora have provided longstanding and generous support to the W.T. Bland Public Library by funding children's programming, collection materials, capital improvements, and special exhibits for the community; and

WHEREAS, during Fiscal Year 2025-26, the Friends committed \$20,100 to support children's programming, including performers, book giveaways, laboratory supplies, story-time materials, and other educational activities; and

WHEREAS, the Friends provided additional funding for the expanded Nature Lab, holiday and themed programs, artwork and improvements within the Children's Library, and 276 books for Head Start students to help encourage reading at home; and

WHEREAS, the Friends also donated \$20,000 for the Library's new Dinosaur Exhibit, which will offer an engaging and educational experience for residents and visitors of all ages; and

WHEREAS, the Friends' total commitment of \$59,850 during Fiscal Year 2025-26 reflects their extraordinary generosity and continued dedication to early literacy, lifelong learning, and innovative library programming.

NOW, THEREFORE, I, James Homich, Mayor of the City of Mount Dora, Florida, proudly present this Certificate of Recognition to the Friends of the Library Mount Dora in appreciation of their exceptional service, generosity, and longstanding commitment to the W.T. Bland Public Library and the Mount Dora community.

PRESENTED this 4th day of August, 2026.

JAMES HOMICH, MAYOR



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Presentation Donnelly Park Tree Plan

Introduction:

Mark Miller, Urban Forester, will provide City Council with an informational presentation on the proposed Donnelly Park Tree Management and Replacement Plan.

Discussion:

The presentation will summarize the phased plan, including tree safety, Live Oak replacements, available grant and community funding, and future improvements associated with the memorial area. The plan was also presented to the Parks and Recreation Advisory Board on July 23, 2026.

Budget Impact:

No budget action is requested. Funding for the Quadrant 2 replacement tree will be provided by the Mount Dora Friends of the Environment (MDFE). Four trees planned for Quadrant 3 will be funded through a Florida Department of Agriculture and Consumer Services (FDACS) grant.

Any future unfunded phase would return through the normal budget or approval process.

Strategic Impact:

Strategic Initiative 3 - Strengthen and Expand Mount Dora's Infrastructure: Supports a safe and sustainable urban forest.

Strategic Initiative 4 - Provide High-Quality City Services: Maintains a safe, attractive, and welcoming public gathering space.

Strategic Initiative 5 - Invest in Fiscal Resources: Leverages grant and community funding to limit City expense.

Goal 7 - Public Safety and Resiliency: Addresses an extreme-risk tree and promotes stronger, longer-lived replacement species.

Goal 12 - High-Quality Programs and Facilities for All Ages: Enhances Donnelly Park for recreation, civic use, and community events.

Recommendation:

Informational purposes only. No City Council action is requested.

Attachment(s):

1. Donnelly Park

Prepared by: vedderl vedderl, Administrative Assistant

Reviewed by:

Mark Miller, City Urban Forester/Arborist

Troy Shonk, Parks & Recreation Director

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/20/2026

Approved - 7/20/2026

Approved - 7/20/2026

Final Approval - 7/20/2026

DONNELLY PARK QUADRANT PLAN/PROJECT



CITY OF™
MOUNT
DORA

U R B A N F O R E S T R Y

Quadrant-by-Quadrant Plan

Quadrant	Location	Planned Work
#1	Baker Street & 6th Street (Across - Community Building)	No work needed; new Cathedral Live Oak and Redbud Trees were recently installed – <i>for Arbor Day</i> .
#2	Donnelly Street & 6th Street (Pickle-Ball Courts)	Remove the "extreme risk" Laurel Oak replace it with a 7-8" caliper Cathedral Live Oak and a Redbud. Like in Quadrant 1 <i>FUNDED by MDFE</i>
#3	1. Center Of Donnelly Park Off Of Donnelly Street & 2. Donnelly Street & 5th Street (Kiosk area – Donnelly Building Entrance)	1. Install 2 New 100 gallon – 3 ½ - 4" Cathedral Live Oaks 2. Relocate 1 Crape Myrtle on the other side of the entrance and replace with 1 - 100 gallon – 3 ½ - 4" Cathedral Live Oak. Install 1 New 100 gallon – 3 ½ - 4" Cathedral Live Oak on the other side of the paver entrance way to the Donnelly Building. <i>FUNDED by FDACS Grant</i>
#4	5 th Street & Baker Street (Memorial Area)	Remove existing Laurel Oak and a smaller oak making room for the expansion of the Memorial; install a very large 14-16" specimen Live Oak and a 7-8" Live Oak; - replacing these 2 trees

Key Highlights

- **Tree Replacement Strategy:** Move away from shorter-lived Laurel and Water Oaks in favor of stronger, longer-lived Live Oaks.
- **Safety First:** Remove the “*extreme risk*” tree near the pickleball courts and electric vehicle charging station. Replacement will be funded by the (*MDFE*) in Quadrant 2
- **Grant Funding:** Use the *FDACS Donnelly Street Tree Grant* (no match) to fund the four Cathedral Live Oak Trees in Quadrant 3
- **Community Goal:** Increase the canopy and enhance the “*Light-Up Mount Dora*” holiday display.

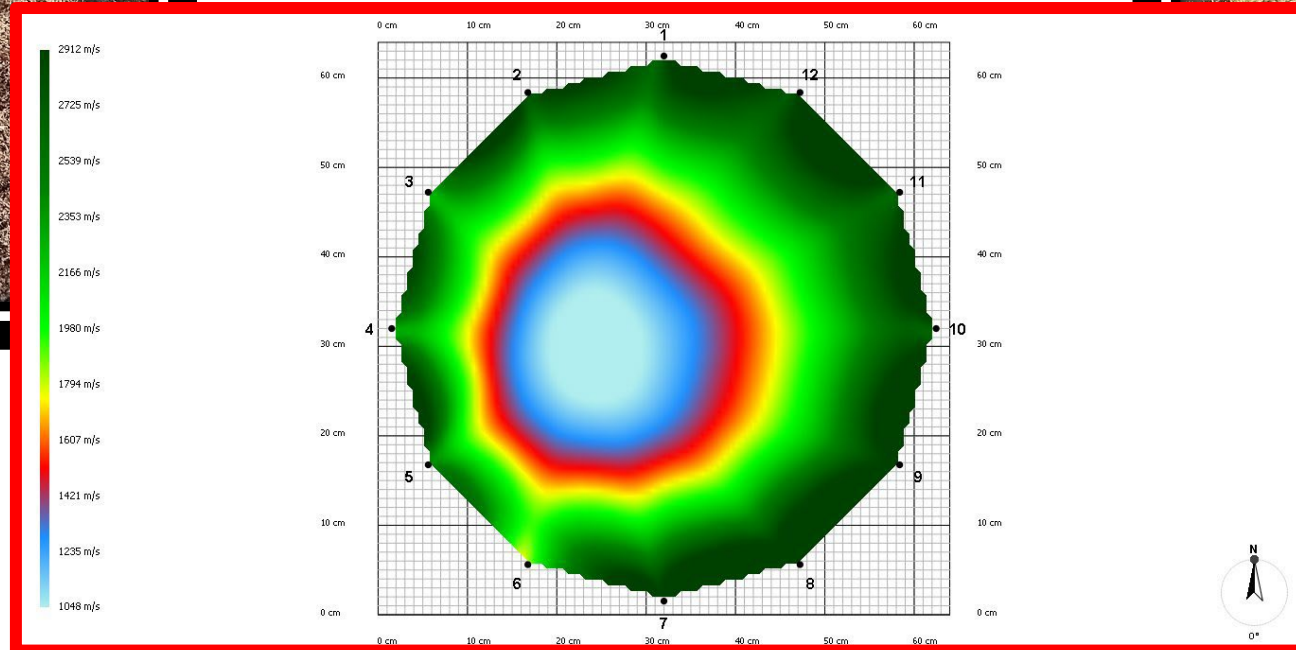
Quadrant 2:

Remove - Existing - Laurel Oak
“Extreme Risk”

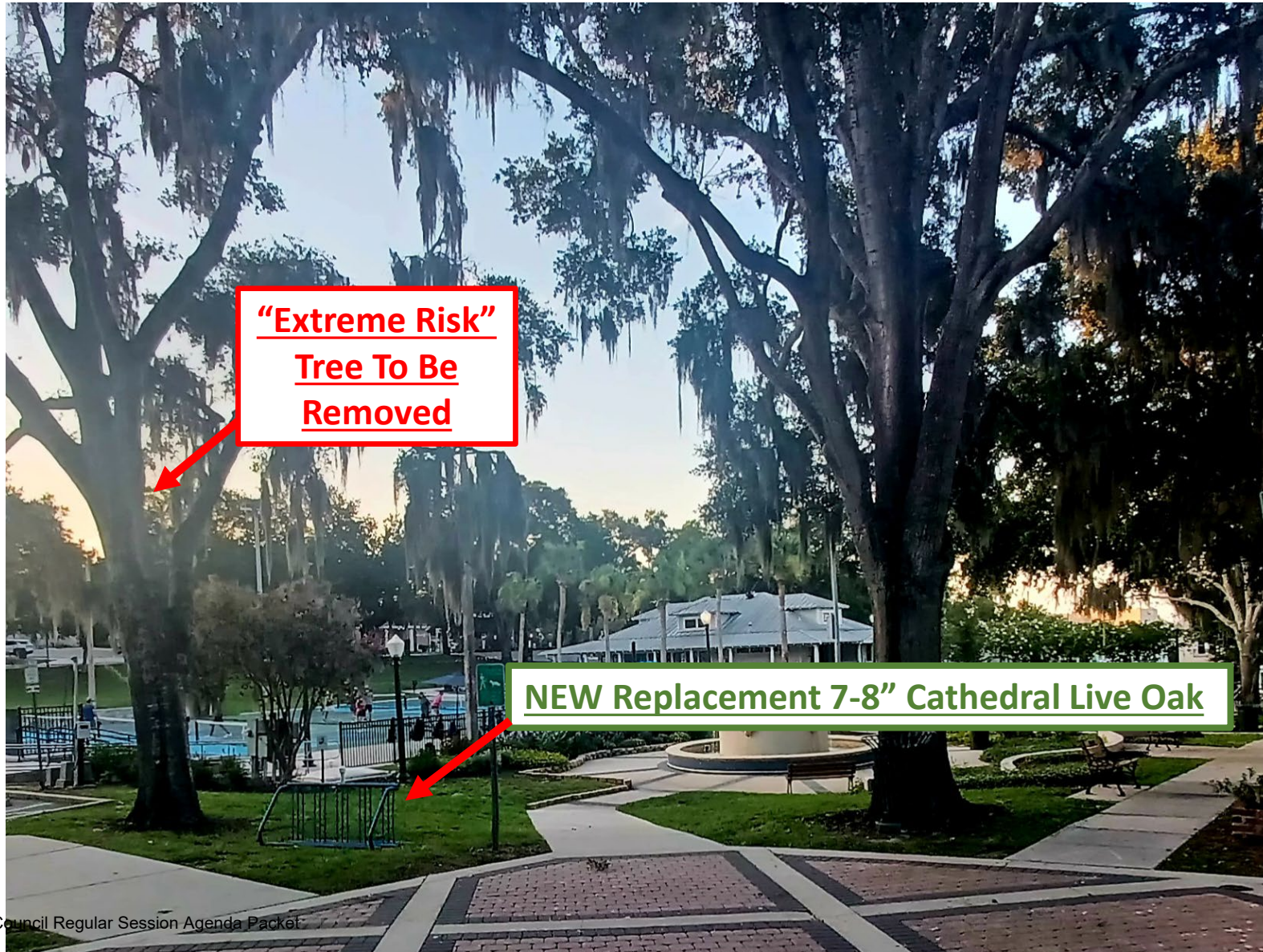
Sonic Tomography

Davey Institute, The Davey Tree Company

- Decay Area 34%
- Safety Factor 49% - Notes measurable decay in a critical area of this tree. Light Green to center White denotes decay and loss of wood strength



QUADRANT 2



Quadrant 2:

Replacement Tree Example
7 – 8" Cathedral Live Oak
Funded By The MDFE



August 4, 2026 City Council Regular Session Agenda Packet



Arbor Day Tree



QUADRANT 3



NEW Cathedral Oaks

2 - 100 gallon – 3 ½ - 4”

Cathedral Oaks

Funded by FDACS Grant

2 - 100 gallon – 3 ½ - 4”

Cathedral Oaks

Funded by FDACS Grant



NEW Cathedral Oaks

**Relocate 1 Crape Myrtle
From 1 Side To The Other**

Quadrant 3:

4 – 100 Gallon – 3 ½ - 4" Cathedral Live Oaks

2 – Toward The Center Front Of The Park

2 – Each Side On The Entrance Way To Donnelly Building

Representative Tree
(Funded by FDACS Grant)



QUADRANT 4



Quadrant 4:

1 = 14 - 16" Live Oak

2 = 5 - 5 1/2" Live Oak

Located In Front Of The

New Memorial Area

Representative Replacement Trees

2



1



CONCLUSION:

QUADRANT 2:

- APPROVAL AND REMOVE NOTED “EXTREME RISK”LAUREL OAK TREE – USING CITY STAFF
- REPLACE TREE WITH CATHEDRAL LIVE OAK 7-8” CALIPER – FUNDED BY THE MDFE
- INDIVIDUAL IRRIGATION WILL BE INSTALLED FOR THIS SPECIFIC TREE FOR SUSTAINABILITY

QUADRANT 3:

- INSTALL 2-100 GALLON 3 ½ - 4”NEW CATHEDRAL LIVE OAK TREES IN FRONT OF DONNELLY PARK AS ADDRESSED
- RELOCATE 1 CRAPE MYRTLE FROM ONE SIDE TO THE OTHER AND REPLACE WITH 1-100 GALLON 3 ½ - 4” CATHEDRAL LIVE OAK
- INSTALL 1-100 GALLON 3 ½ - 4” NEW CATHEDRAL LIVE OAK ON THE OTHER SIDE OF THE ENTRANCE WAY INTO THE BUILDING
- FUNDED BY FDACS GRANT – WORK TO BE COMPLETED WHEN FUNDS ARE RELEASED IN THE FALL

QUADRANT 4:

- THIS IS THE FUTURE OBJECTIVE FOR THE EXPANSION OF THE MEMORIAL AREA IN DONNELLY PARK
- FINAL APPROVED FUNDING OBJECTIVES WILL NEED TO BE COMPLETED
- TWO POOR TREES REMOVED AND 2 NEW SPECIMEN LIVE OAK TREES REPLACED AS NOTED, BY THE NEW MEMORIAL



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Joint City-CRA Interlocal Agreement Regarding Repayment of Capital Improvement Note, Series 2018

Introduction:

This is a request for the Council to approve a Joint City-CRA Interlocal Agreement Regarding Repayment of Capital Improvement Note, Series 2018.

Discussion:

The City previously financed the acquisition, design, construction, and related improvements for the public parking lot located at the intersection of Baker Street and 3rd Avenue through the issuance of the Capital Improvement Note, Series 2018. The parking facility is located entirely within the CRA boundaries and was constructed to further the redevelopment objectives identified in the CRA Redevelopment Plan.

Section 2.3.1 of the CRA Redevelopment Plan identifies public parking as a priority redevelopment activity, and the project has been included in the CRA's budget since its inception. Florida Statutes authorize community redevelopment agencies to expend tax increment revenues for redevelopment improvements and to repay indebtedness incurred for such projects, as well as to enter into interlocal agreements with municipalities for these purposes.

The proposed Interlocal Agreement formalizes the CRA's commitment to annually budget and transfer available tax increment revenues to the City for reimbursement of debt service associated with the parking improvements. The City will use the transferred funds solely for repayment of the outstanding debt related to the parking project. The agreement memorializes the longstanding financial arrangement between the City and the CRA and provides a clear framework for future repayments.

Budget Impact:

Approval of the agreement provides for the annual reimbursement of eligible debt service payments from CRA tax increment revenues to the City for the public parking improvements, subject to annual budgeting and appropriation by the CRA. The agreement does not create any additional debt obligation but formalizes the repayment process for the existing financing.

Strategic Impact:

This agreement advances the City's Strategic Plan by supporting **Initiative 3 – Infrastructure**, specifically the objective of maintaining and investing in public facilities that enhance accessibility, economic vitality, and redevelopment within the Community Redevelopment Area. By formalizing the CRA's repayment of debt service for the public parking improvements, the agreement also supports **Initiative 5 – Fiscal Stewardship** by ensuring that redevelopment funding is used for eligible CRA projects, reducing the financial impact on the City's General Fund, and promoting the responsible management of public resources through a transparent, long-term funding partnership between the City and the CRA.

Recommendation:

The Council approve the Interlocal Agreement between the City of Mount Dora and the Downtown Community Redevelopment Agency (CRA) providing for the CRA's annual reimbursement to the City for debt service associated with the public parking improvements located within the CRA district, and authorize the Mayor to execute the agreement.

Attachment(s):

1. Joint City-CRA ILA re Series 2018 Note (07.30.2026)

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

ADAM SUMNER, Community Development Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/30/2026

Approved - 7/31/2026

Approved - 7/31/2026

Approved - 7/31/2026

Approved - 7/31/2026

Final Approval - 7/31/2026

**INTERLOCAL AGREEMENT BETWEEN THE
CITY OF MOUNT DORA, FLORIDA & THE
CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY
REGARDING REPAYMENT OF
CAPITAL IMPROVEMENT NOTE, SERIES 2018**

THIS INTERLOCAL AGREEMENT (the “Interlocal Agreement”) is made and entered into this ____ day of _____, 2026, by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, whose address is whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (hereinafter referred to as the “City”) and the **CITY OF MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY**, a dependent special district, whose address is 510 N. Baker Street, Mount Dora, Florida 32757 (hereinafter referred to as the “CRA”); (collectively the “Parties”).

WHEREAS, the City is a municipal corporation existing under the laws of State of Florida whereas whose boundaries contain the area of operation of the CRA; and

WHEREAS, Chapter 163, Part III, *Florida Statutes*, known as the “Community Redevelopment Act of 1969” (the “Redevelopment Act”) governs the creation and operation of community redevelopment agencies; and

WHEREAS, pursuant to the Redevelopment Act, the City created CRA, which is a duly created and existing community redevelopment agency authorized to receive “increment revenues” (“Increment”) as defined in Section 163.340(22), *Florida Statutes* and calculated pursuant to Section 163.387(1), *Florida Statutes*; and

WHEREAS, the City and the CRA cooperate in the funding and implementation of numerous projects and activities in order to revitalize and redevelop the CRA for the benefit of the citizens of the City by utilizing Increment in accordance with the Community Redevelopment Plan; and

WHEREAS, on August 28, 2018, the City adopted Resolution No. 2018-37 which authorized issuance of a Capital Improvement Note, Series 2018 (the “2018 Note”) in a principal amount not to exceed \$4,000,000 to acquire real property and to design, permit, and construct public parking improvements thereon, included associated restrooms, located at the intersection of Baker Street and 3rd Avenue (the “Parking Improvements”) and to pay costs of issuance thereof; and

WHEREAS, on August 30, 2018, the City entered into a Loan Agreement with CenterState Bank, N.A. (the “Lender”) whereby the Lender agreed to purchase the 2018 Note per the terms of the Loan Agreement, and whereby the City agreed to pledge non ad-valorem revenues to pay principal and interest due on the 2018 Note; and

WHEREAS, the City’s total debt liability for the Parking Improvements was originally \$1,515,000, annual debt service is \$230,000, and the debt is scheduled to be paid off in 2028; and

WHEREAS, Section 163.370, *Florida Statutes*, authorizes the City and CRA to undertake and carry out community redevelopment and related activities within the community redevelopment area, which includes acquisition of property within a slum area or a blighted area by purchase; installation, construction, or reconstruction of improvements necessary for carrying out the in the CRA the community redevelopment objectives by the Redevelopment Act in accordance with the

CRA Plan; to provide, or to arrange or contract for, the furnishing of facilities in connection with redevelopment; and

WHEREAS, Section 163.387, *Florida Statutes*, provides that the annual budget of the CRA may provide for repayment of principal and interest for loans, advances, bonds, bond anticipation notes, and any form of indebtedness; and

WHEREAS, Section 163.400, *Florida Statutes*, provides that for the purpose of aiding in the carrying out of community redevelopment and related activities authorized by the Redevelopment Act, any public body may contribute funds to a municipality; and that public bodies may enter into agreements with other public bodies including the furnishing of funds in connection with community redevelopment; and

WHEREAS, Section 2.3.1 of the CRA Plan entitled “Parking” specifically states that the CRA shall provide funding and support for development of public parking facilities and activities that further public parking facilities within the CRA; and

WHEREAS, the Parking Improvements are located wholly within the CRA’s boundaries; and

WHEREAS, the Parking Improvements were identified and provided for within the CRA’s budget in 2018, and in all years subsequent; and

WHEREAS, Section 163.01, *Florida Statutes*, known as the “Florida Interlocal Cooperation Act of 1969,” (the “Cooperation Act”) permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities 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; and

WHEREAS, the Parties find this Interlocal Agreement to be necessary, proper, and convenient for the exercise of their powers, duties and purposes authorized by law; and

WHEREAS, this Interlocal Agreement is entered into pursuant to the powers and authority granted to the Parties under the Constitution and laws of the State of Florida, including but not limited to, the authority of Section 163.01, *Florida Statutes*.

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

ARTICLE I INTRODUCTION

Section 1.01 Authority. This Interlocal Agreement is entered into pursuant to the authority set forth in the Cooperation Act, the Redevelopment Act, and other applicable laws.

Section 1.02 Recitals and Exhibits. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement. All exhibits identified herein are hereby incorporated by reference to the same extent as if fully set forth herein.

Section 1.03 Authority to Contract. The execution of this Interlocal Agreement has been duly authorized by the appropriate official bodies of the Parties, each party has complied with all

applicable requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

ARTICLE II USE OF INCREMENT TO REPAY THE 2018 NOTE

Section 2.01 Use of Increment. The Parties agree that:

- (i) The CRA hereby memorializes its intention to budget for and annually allocate funds (Increment) for the repayment of debt for the Parking Improvements memorialized by the Series 2018 Note and transfer such funds to City for that purpose.
- (ii) The City will use such funds budgeted, allocated, and transferred to the City by the CRA for the repayment of debt for the Parking Improvements solely for the purpose of making payments due on the 2018 Note.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.01 Limitations on Governmental Liability. Nothing in this Interlocal Agreement shall be deemed a waiver of immunity limits of liability of any of the Parties beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, *Florida Statutes*, as amended, or other statute. Nothing in this Interlocal Agreement shall inure to the benefit of any third party for the purpose of allowing any claim, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 3.02 Notices. Any notices required or allowed to be delivered shall be in writing and be deemed to be delivered when: (i) hand delivered to the official hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified by written notice to the other Parties delivered in accordance herewith.

For the City:

Attn: City Manager
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida, 32757

With copies to:

Attn: Finance Director
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida, 32757

Attn: City Clerk
City of Mount Dora
510 N. Baker Street
Mount Dora, Florida, 32757

For the CRA:

Attn: CRA Chairperson
Mount Dora CRA
510 N. Baker Street
Mount Dora, Florida 32757

With a copy to:

Attn: Community Development Director
Mount Dora CRA
510 N. Baker Street
Mount Dora, Florida 32757

Section 3.03 Assignment or Transfer. No Party may assign or transfer its rights or obligations under this Interlocal Agreement to another unit of local government, political subdivision, or agency of the State of Florida without the prior written consent of the other Parties. No Party may transfer its rights or obligations under this Interlocal Agreement to a private party or entity.

Section 3.04 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the City and CRA and their respective successors.

Section 3.05 Filing. The CRA is hereby authorized and directed, after approval of this Interlocal Agreement by the respective governing bodies of the Parties and the execution thereof by the duly qualified and authorized officers of each of the Parties hereto, to cause this Interlocal Agreement to be filed with the Comptroller of Lake County in accordance with the requirements of Section 163.01(11) of the Cooperation Act.

Section 3.06 Applicable Law and Venue. This Interlocal Agreement and the provisions contained herein shall be governed by and construed in accordance with the laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Interlocal Agreement, venue shall be in Lake County, Florida.

Section 3.07 Severability. If any part of this Interlocal Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable part shall be deemed severable and the remaining parts of this Interlocal Agreement shall continue in full force and effect provided that the rights and obligations of the Parties are not materially prejudiced and the intentions of the Parties can continue to be effected.

Section 3.08 Joint Effort. The preparation of this Interlocal Agreement has been a joint effort of the Parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

Section 3.09 No Third-Party Beneficiaries. This Interlocal Agreement is an administrative agreement generated solely for the benefit of the Parties hereto and no right or cause of action shall accrue by reason of or for the benefit of any third party. Nothing in this Agreement, expressed or implied, is intended nor shall it be construed to confer upon or give any person or entity any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof, other than the Parties hereto and their respective representatives, heirs, successors, and assigns.

Section 3.10 Mutual Cooperation. The Parties agree to cooperate and deliver any further documents or perform any additional acts to accomplish the agreements set forth herein.

Section 3.11 Construction. This Interlocal Agreement is the result of the efforts among and between the Parties and such that all Parties have contributed materially and substantially to its preparation, and shall not be construed more strictly against one party than the other.

Section 3.12 Intent and Interpretation. This Interlocal Agreement shall not be construed as modifying or altering the governmental powers of the Parties as they now exist or may be modified in the future, except as are lawfully and expressly provided by the terms of this Agreement.

Section 3.13 Entire Agreement. This instrument and its exhibits constitute the entire agreement between the Parties and supersede all previous discussions, understandings and agreements between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions herein shall be made by the Parties in writing by formal amendment.

Section 3.14 Effective Date. This Interlocal Agreement shall become effective upon the filing of same pursuant to Section 3.05 above.

[SIGNATURES ON FOLLOWING PAGE]

[REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this Interlocal Agreement on the date and year first above written.

Attest:

City of Mount Dora

By: _____
Jeanann Hand, City Clerk

By: _____
James Homich, Mayor

Form Approved:

By: _____
Patrick Brackins, City Attorney

Attest:

**City of Mount Dora Community
Redevelopment Agency**

By: _____
Jeanann Hand, City Clerk

By: _____
James Homich, CRA Chairperson

Form Approved:

By: _____
Patrick Brackins, CRA Attorney



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Ratification of the Thirty-ninth and Fortieth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event

Introduction:

This is a request for Council to ratify the Thirty-ninth and Fortieth Extensions of Resolution No. 2025-45, Local State of Emergency Related to October 26-October 27, 2025 Flood Event.

Discussion:

Section 252.38(3)(a)(5), Florida Statutes, authorizes municipalities to declare a local state of emergency for a duration of seven (7) days, which may be extended in additional seven-day increments as necessary. During such time, the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take any prudent action necessary to ensure the health, safety, and welfare of the community.

On October 27, 2025, in response to the flooding event occurring between October 26 and October 27, 2025, Mayor Homich signed Resolution No. 2025-45, declaring a local state of emergency within all territory inside the legal boundaries of the City of Mount Dora for a seven-day duration. On the same date, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency. On October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event.

City of Mount Dora Resolution No. 2025-45 was ratified at a City Council Special Meeting on October 29, 2025, at which a quorum of the City Council was present.

Chapter 252, *Florida Statutes*, and Resolution 2025-45 permit the mayor, City Manager or his or her designee, to extend a local state of emergency if a quorum of the City Council is unavailable. Due to the ongoing suffering caused by the October 26-27, 2025 Flood Event, and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the local state of

emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for additional 7-day durations, up to and including January 26, 2026. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

City Council Extension to State of Emergency Approval History:

Extension	Date Adopted/Signed	Date Ratified by City Council	Extension Expires
1st	11/03/2025	11/04/2025	11/10/2025
2nd	11/10/2025	11/18/2025	11/17/2025
3rd	11/17/2025	11/18/2025	11/24/2025
4th	11/24/2025	12/02/2025	12/01/2025
5th	12/01/2025	12/02/2025	12/08/2025
6th	12/08/2025	12/16/2025	12/15/2025
7th	12/15/2025	12/16/2025	12/22/2025
8th	12/22/2025	01/06/2026	12/29/2025
9th	12/29/2025	01/06/2025	01/05/2026
10th	01/05/2026	01/06/2026	01/12/2026
11th	01/12/2026	01/20/2026	01/19/2026
12th	01/19/2026	01/20/2026	01/26/2026
13th	01/26/2026	02/03/2026	02/02/2026
14th	02/02/2026	02/03/2026	02/09/2026
15th	02/09/2026	02/17/2026	02/16/2026
16th	02/16/2026	02/17/2026	02/23/2026
17th	02/23/2026	03/03/2026	03/02/2026
18th	03/02/2026	03/03/2026	03/09/2026
19th	03/09/2026	03/17/2026	03/16/2026
20th	03/16/2026	03/17/2026	03/23/2026

21st	03/23/2026	04/07/2026	03/30/2026
22nd	03/30/2026	04/07/2026	04/06/2026
23rd	04/06/2026	04/07/2026	04/13/2026
24th	04/13/2026	04/21/2026	04/20/2026
25th	04/20/2026	04/21/2026	04/27/2026
26th	04/27/2026	05/05/2026	05/04/2026
27th	05/04/2026	05/05/2026	05/11/2026
28th	05/11/2026	05/19/2026	05/18/2026
29th	05/18/2026	05/19/2026	05/25/2026
30th	05/25/2026	06/02/2026	06/01/2026
31st	06/01/2026	06/02/2026	06/08/2026
32nd	06/08/2026	06/16/2026	06/15/2026
33rd	06/15/2026	06/16/2026	06/22/2026
34th	06/22/2026	07/07/026	06/29/2026
35th	06/29/2026	07/07/2026	07/06/2026
36th	07/06/2026	07/07/2026	07/13/2026
37th	07/13/2026	07/21/2026	07/20/2026
38th	07/20/2026	07/21/2026	07/27/2026
39th	07/27/2026	08/04/202	08/03/2026
40th	08/03/2026	08/04/2026	08/10/2026

Budget Impact:

In the event any expenses are incurred as a result of the flood event, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

Strategic Impact:

Strategic Initiative 3: Strengthen and Expand Mount Dora's Infrastructure

Recommendation:

City Council ratify the Thirty-ninth and Fortieth Extensions of Resolution No. 2025-45, Local State of Emergency Related to the October 26-October 27, 2025 Flood event.

Attachment(s):

1. 08.04.2026.FORTIETH EXTENSION OF RESOLUTION 2025-45
2. 08.04.2026.THIRTY-NINTH EXTENSION OF RESOLUTION 2025-45

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Whitney Donovan, Purchasing Coordinator

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/17/2026

Approved - 7/20/2026

Approved - 7/20/2026

Approved - 7/28/2026

Approved - 7/28/2026

Final Approval - 7/28/2026

FORTIETH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective August 3, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including August 10, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of
Mount Dora only. Approved as to form
and legal sufficiency

Patrick Brackins
City Attorney

THIRTY-NINTH EXTENSION OF RESOLUTION 2025-45

WHEREAS, on October 27, 2025, the City of Mount Dora declared a local state of emergency by adoption of Resolution No. 2025-45 due to severe flooding resulting from significant rainfall occurring on October 26 and October 27, 2025; and

WHEREAS, on October 27, 2025, pursuant to Emergency Order No. 2025-1, the Lake County Board of County Commissioners also declared a local state of emergency; and

WHEREAS, on October 29, 2025, Governor Ron DeSantis issued Executive Order No. 25-213, declaring a state of emergency in Lake County and other affected areas of Central Florida due to the same flooding event; and

WHEREAS, on October 29, 2025, the City Council adopted and ratified Resolution 2025-45; and

WHEREAS, the flooding caused overflowing waterways, saturated soils, damage to public and private property, disruption of City services, and threats to the health, safety, and welfare of residents, visitors, and public facilities; and

WHEREAS, the City, its residents, and its facilities continue to suffer the effects of the flooding event, and emergency response, recovery, and mitigation efforts remain necessary; and

WHEREAS, Section 252.38(3)(a)(5), Florida Statutes, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7-day increments, during which the City may waive procedures and formalities otherwise required by general law, ordinance, or local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

WHEREAS, Chapter 252, Florida Statutes, and Resolution 2025-45 permit the Mayor, City Manager, or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

WHEREAS, a quorum of the City Council was unavailable to convene prior to the expiration of the initial 7-day emergency period; and

WHEREAS, on November 3, 2025, the City extended the declared local state of emergency until November 10, 2025; and

WHEREAS, the First Extension of Resolution No. 2025-45 was ratified by City Council at the Regular Session held November 4, 2025; and

WHEREAS, the declared local state of emergency has been extended in additional seven (7)-day increments thereafter and each extension has been duly ratified by the City Council; and

Thirty-ninth Extension of Resolution No. 2025-45

Page 1 of 2

WHEREAS, it is the intent of the City of Mount Dora to extend Resolution No. 2025-45 due to the ongoing impacts of the flooding event and to ensure the continued protection of the health, safety, and welfare of the community, its residents, and public facilities.

NOW, THEREFORE, BE IT RESOLVED that effective July 27, 2026, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including August 3, 2026.

Further extensions may be issued when prudent by the Mayor, City Manager, or his or her designee in the absence of a quorum of the City Council.

PASSED AND ADOPTED this ____ day of _____, 2026

RATIFIED AT A THE _____, 2026 CITY COUNCIL REGULAR SESSION.

JAMES HOMICH, MAYOR
City of Mount Dora, Florida

Vince Sandersfeld, City Manager

ATTEST:

Jeanann Hand
City Clerk

For the use and reliance of the City of
Mount Dora only. Approved as to form
and legal sufficiency

Patrick Brackins
City Attorney



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Meeting Minutes

Introduction:

This is a request for 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:

Council approve meeting minutes.

Attachment(s):

1. 07.20.2026 City Council Budget Workshop Minutes_DRAFT
2. 07.21.2026. City Council Regular Session _Minutes_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Vince Sandersfeld, City Manager

Final Approval - 7/28/2026



**CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL BUDGET WORKSHOP MINUTES
Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
July 20, 2026, 6:00 p.m.**

CALL TO ORDER

Having been duly advertised as required by law, at 6:00 p.m., Mayor James Homich called to order the Budget Workshop in the Mount Dora City Hall Council Chamber.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and Pledge of Allegiance to the Flag were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Matthew Dodson, Budget Manager
Jeanann Hand, City Clerk

DISCUSSION ITEMS

1. Governmental Funds and Internal Services

Council and staff conducted a budget workshop to review the proposed Fiscal Year 2026-2027 budget, with a focus on governmental funds and internal service funds. Topics included special revenue funds, debt service, capital projects, and internal service funds. Staff provided an overview of the budget development process, key revenue assumptions, major cost drivers, and departmental budget changes.

Council discussed the General Fund, including employee compensation, inflationary impacts, insurance costs, and technology expenditures. Staff reviewed significant changes within departmental budgets, including Police, Fire, Parks & Recreation, Planning & Development, Public Works, and Building Services, and explained the factors contributing to increases and decreases.

Council also reviewed the Downtown and Northeast Community Redevelopment Agency budgets, grants and aid funding, roadway resurfacing priorities, capital improvement projects, and long-term financial planning. Discussion included projected revenues, fire assessment funding, impact fees, reserve balances, and ongoing budget challenges resulting from changing revenue projections and legislative requirements.

Councilmember Walker asked whether the budget presentation materials would be made available to the public. Staff confirmed that the detailed budget information would be included in the final budget documents. Council also discussed the statutory requirements for establishing the maximum millage rate and the upcoming budget adoption schedule.

ADJOURNMENT

There being no further business for discussion, the meeting adjourned at approximately 8:04 p.m.

**JAMES HOMICH, MAYOR
CITY OF MOUNT DORA**

Jeanann Hand, City Clerk



CITY OF MOUNT DORA, FLORIDA
CITY COUNCIL REGULAR SESSION MINUTES
Mount Dora City Hall
510 North Baker Street, Mount Dora, FL 32757
July 21, 2026, 6:00 p.m.

CALL TO ORDER

Having been duly advertised as required by law, Mayor Homich called the meeting to order at 6:00 p.m.

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

A moment of silence and the Pledge of Allegiance were led by Mayor Homich.

ROLL CALL

Members Present

James Homich, Mayor
John Cataldo, District 1, Vice-mayor
Cal Rolfson, District 2
Dennis Dawson, District 3
Marc Crail, District 4
Nate Walker, District 5
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager
Patrick Brackins, City Attorney
Jeanann Hand, City Clerk

BOARD APPOINTMENTS

1. Advisory Board and Committee Appointments

Motion by Councilmember Dawson to appoint Ethel Badger to the Northeast CRA Advisory Committee. Councilmember Rolfson seconded the motion. Motion approved by unanimous voice vote.

Motion by Vice-mayor Cataldo to appoint Robert Dillon to the Library Advisory Board. Councilmember Rolfson seconded the motion. Motion passed with a unanimous voice vote.

PRESENTATIONS

1. Presentation for the Stormwater Revenue Sufficiency Study by Raftelis Financial

Council received a presentation from Raftelis Financial Consultants regarding the City's Stormwater Revenue Sufficiency Study. The presentation included an overview of Mount Dora's stormwater infrastructure, existing system conditions, projected capital improvement needs, and long-term financial projections. Staff reviewed recommended utility rate adjustments, reserve funding, grant opportunities, and strategies to ensure the long-term sustainability of the City's stormwater utility. Council discussed the importance of ongoing maintenance, infrastructure replacement, and periodic rate studies to support future system needs.

PUBLIC COMMENT

Mayor Homich opened public comment.

Mia Brenton Cragle, 722 North Grandview Street, spoke about Flock camera use for law enforcement.

Mayor Homich closed public comment.

APPROVAL OF AGENDA

APPROVAL OF CONSENT AGENDA

1. Request Approval for the Freightliner 47X Dump Truck for Public Works Associated with Grant
2. Request Approval of Piggyback Agreement with Allied Universal Corporation (15% Sodium Hypochlorite)
3. Request Ratification of the Thirty-seventh and Thirty-eighth Extensions of **Resolution No. 2025-45**, Declaring a Local State of Emergency Related to October 26-October 27, 2025 Flood Event
4. Request Approval of Meeting Minutes

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

PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES

1. Request Adoption of **Resolution No. 2026-08**, Approving Maximum Millage Rate for Fiscal Year 2026-2027 Budget

Mr. Brackins read Resolution No. 2026-08 by title only.

RESOLUTION NO. 2026-08

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE PROPOSED MILLAGE RATE OF 6.5000 MILLS FOR FISCAL YEAR 2026-27; PROVIDING FOR THE PROPOSED LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; PROVIDING A PUBLIC HEARING SCHEDULE FOR BUDGET ADOPTION; PROVIDING FOR CERTIFIED COPIES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING

FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING FOR SCRIVENER'S ERRORS, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Staff explained that the proposed maximum rate of 6.5000 mills establishes the maximum allowable millage for the budget process, while the operating budget is based on 6.3000 mills. Council discussed the balance between maintaining flexibility to address unforeseen financial needs and concerns regarding public perception of advertising a higher maximum rate on the Truth in Millage (TRIM) notice, particularly in light of the upcoming statewide property tax exemption referendum.

Mr. Dodson stated for the record that this resolution is establishing the maximum operating millage rate for fiscal year 2026-27. For the resolution proposing a maximum millage rate of 6.5000 mills, the rollback rate is 5.9985 mills. The 6.5000 rate is an 8.36% percent increase over the calculated rollback rate.

Mr. Dodson stated for the record that the resolution proposing a maximum millage rate of 6.3000 mills, the rollback rate is 5.9985 mills. The 6.3000 rate is a 5.03% percent increase over the calculated rollback rate.

The content of the resolution is consistent with workshops held on June 8th, July 6th, and July 20th.

Mr. Dodson stated that this resolution also establishes the date, time, and place of the public hearings to consider the millage rate. The public hearings for millage and budget consideration would be as follows:

1st Public Hearing: Thursday, September 3, 2026 (Special Meeting) at 6:00 p.m.

2nd Public Hearing: Tuesday, September 15, 2026 at 6:00 p.m.

Both hearings will be held in the Mount Dora City Hall Council Chamber at 510 North Baker Street.

Mayor Homich opened public comment.

Josh Hemingway, 1177 East Fifth Avenue, spoke against the higher maximum millage rate.

Mayor Homich closed public comment.

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2026-08 ESTABLISHING A MAXIMUM MILLAGE RATE OF 6.5000 MILLS FOR THE 2026-27 FISCAL YEAR; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION FAILED WITH A 3-4 ROLL CALL VOTE.

<i>YES</i>	<i>Rolfson</i>
	<i>Dawson</i>
	<i>Walker</i>
<i>NO</i>	<i>Homich</i>
	<i>Crail</i>

**Cataldo
Bryant**

MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2026-08 AMENDED TO ESTABLISH A MAXIMUM MILLAGE RATE OF 6.3000 MILLS FOR THE 2026-27 FISCAL YEAR; VICE-MAYOR CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS ROLL CALL VOTE.

PRIORITY PROJECT UPDATES

1. Landfill Litigation (City Attorney)

Mr. Brackins updated Council on the landfill litigation and discussions with potential participants. Council supported not indemnifying private parties for attorney fees or litigation costs, and staff will continue evaluating next steps.

2. Witherspoon Lodge (City Attorney)

Mr. Brackins provided an update on efforts to determine the future of the Witherspoon Lodge.

3. Nathaniel Bell Community Resource and Recreation Center Status and Operation Plan

Community Development Director Adam Sumner and Cultural and Special Events Manager Chris Carson provided updates on the Resource and Recreation Center. Mr. Carson spoke about timelines. Mr. Sumner spoke about partnerships and construction updates. Finance Director Jennifer Gates spoke about financing. Council and staff discussed signage.

CITY MANAGER'S REPORT

Mr. Sandersfeld announced the retirement of Mount Dora Police Chief Michael Gibson.

COMMUNICATIONS AND REPORTS

Councilmembers expressed their appreciation for Chief Gibson's years of dedicated service and wished him well in his retirement.

Council also discussed meeting minutes and the development of a policy addressing credit card processing fees.

ADJOURNMENT

There being no further business, the meeting adjourned at approximately 8:26 p.m.

JAMES HOMICH, MAYOR

CITY OF MOUNT DORA

Jeanann Hand, City Clerk

DRAFT



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Phase I of the Simpson Farmhouse Expansion Project and Lake County Interlocal Agreement for \$50,000 in Library Impact Fee Funding

Introduction:

This is a request for City Council to approve Phase I of the Simpson Farmhouse Expansion Project and the related Interlocal Agreement with Lake County for reimbursement of up to \$50,000 in Library Impact Fee funds. Phase I is limited to the civil engineering and design plans for site, parking, access, pedestrian, stormwater, utility, and landscape improvements. Phase II, which includes the proposed meeting room facility, is not part of this request.

Discussion:

The Simpson Farmhouse is managed as part of the W.T. Bland Public Library campus and is used for library programs, meetings, and community activities. Increased campus use has created a need for improved parking, pedestrian access, and connectivity among the library, Simpson Farmhouse, Goat Pond, and Forest Preserve.

The City's FY 2025-26 Phase I civil site design was rescheduled to allow staff to seek Lake County Library Impact Fee funding. The City applied for \$50,000, and the Lake County Library Advisory Board recommended the request on May 21, 2026. The proposed Interlocal Agreement provides reimbursement of eligible Phase I engineering and design costs up to \$50,000, subject to supporting documentation and quarterly reporting. The Lake County Board of County Commissioners is scheduled to consider the Agreement in September 2026.

Phase I will advance engineering and design for grading; parking expansion near the Simpson Farmhouse; fence reconfiguration, public access, and seating around Goat Pond; the sidewalk connection from Donnelly Street to the Forest Preserve north entrance; a crosswalk at the library entrance; interpretive and ecosystem signage; and associated stormwater, utility, and site improvements.

Half Engineering prepared the concept site plan in 2023-24 (Attachment #1), and Bentley Group prepared the architectural concept for the future meeting room facility in 2024-25

(Attachment #2). The concepts illustrate the long-term plan to connect the library and Simpson Farmhouse, improve shared parking and pedestrian circulation, expand usable green space, and improve access to the Forest Preserve.

The Library Advisory Board reviewed the concepts on June 9, 2025, and the Historic Preservation Board reviewed them on June 25, 2025. The Library Advisory Board recommended approval of the grant application on February 9, 2026, and City Council approved its submission on March 3, 2026. The action now before Council is approval of Phase I and the associated County funding agreement. It does not authorize Phase II design or construction. Any future Phase II authorization and applicable construction contract will be presented separately.

Budget Impact:

The Phase I engineering and design proposal totals \$146,400, including optional services. The County award will reimburse up to \$50,000, or approximately 34% of the total proposal, leaving an estimated City share of \$96,400, or approximately 66%.

The FY 2025-26 project budget is \$320,501 (GL #310-5555-580.62-01-LI2303), funded through Mount Dora Library Impact Fee funds. Because the County funding is reimbursement-based, the City must first pay eligible project costs before requesting reimbursement from the County.

Strategic Impact:

Strategic Initiative #3, Goal 7, Objective 7.1 - Expand infrastructure to meet the needs of a growing community.

Strategic Initiative #1, Goal 2, Objective 2.1 - Promote pedestrian access throughout the City.

Recommendation:

City Council approve Phase I of the Simpson Farmhouse Expansion Project for completion of the civil engineering and design plans; approve the Interlocal Agreement with Lake County accepting reimbursement of up to \$50,000 in Library Impact Fee funding for Phase I; and authorize the Mayor to execute the Agreement, subject to final review by the City Attorney.

Attachment(s):

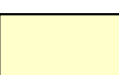
1. ATTACHMENT #1 - SFH Half Site Concept Plan 7-12-24
2. ATTACHMENT #2 - SFH Bentley Concept 2024-25 (1)
3. FY27 Library Impact Fee Funding ILA_Mt Dora 7.14.26

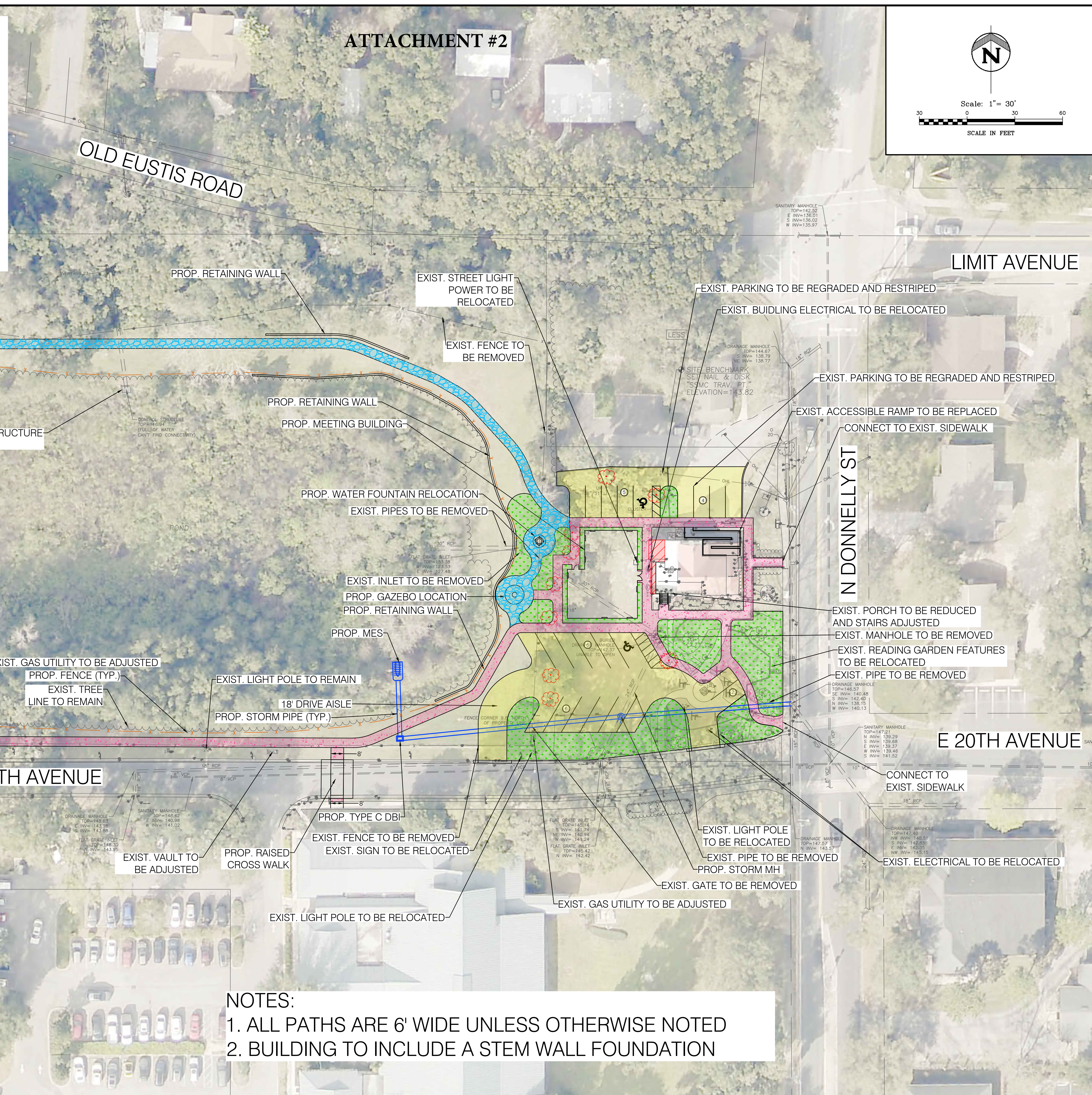
Prepared by: Cathy Lunday, Library Director

Reviewed by:

Cathy Lunday, Library Director
Matthew Dodson, Budget Officer
Jennifer Gates, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/20/2026
Approved - 7/20/2026
Approved - 7/20/2026
Approved - 7/28/2026
Approved - 7/28/2026
Final Approval - 7/28/2026

-  PROPOSED CONCRETE PATH
-  PROPOSED COQUINA PATH
-  PROPOSED BUILDING DEMOLITION
-  PROPOSED LANDSCAPING AREA
-  PROPOSED ASPHALT
-  TREES TO BE REMOVED
-  PROPOSED STORMWATER SYSTEM



1. ALL PATHS ARE 6' WIDE UNLESS OTHERWISE NOTED
2. BUILDING TO INCLUDE A STEM WALL FOUNDATION

CERTIFICATE OF AUTHORIZATION NUMBER: 33380

DATE:	JULY 2024
DESIGNED BY:	CLB
DRAWN BY:	MC
CHECKED BY.:	CH
JOB NO.:	044712.123
FILE NAME:	SIMPSON FARMH
Sheet A3.0	

GRAPHIC SCALE
SCALE 1/8" = 1'-0"

1. SEE GENERAL NOTES AT THE BEGINNING OF THIS SET IN REGARD TO SCALING DIMENSIONS FROM THESE DRAWINGS.
2. ALL DIMENSIONS TO INTERIOR PARTITIONS ARE TAKEN FROM FACE OF STEEL ON FACE OF MASONRY.
3. ALL DIMENSIONS TO EXTERIOR WALLS ARE TAKEN FROM OUTSIDE FACE OF MASONRY TO OUTSIDE OF MASONRY.
4. SEE REFERENCE FLOOR PLAN FOR LOCATION OF ENLARGED PLANS WITH CONTAIN ADDITIONAL DIMENSIONAL INFORMATION.
5. COORDINATE DIMENSIONAL REQUIREMENTS WITH ALL EQUIPMENT AND BUILT-IN ITEMS PRIOR TO

CONFIRM LOCATION OF AREAS REQUIRING SLAB RECESS OR DITCHES. CONFIRM REQUIREMENTS FOR MEP PENETRATIONS. COORDINATE WITH THE STRUCTURAL WORK PRIOR TO INSTALLATION.

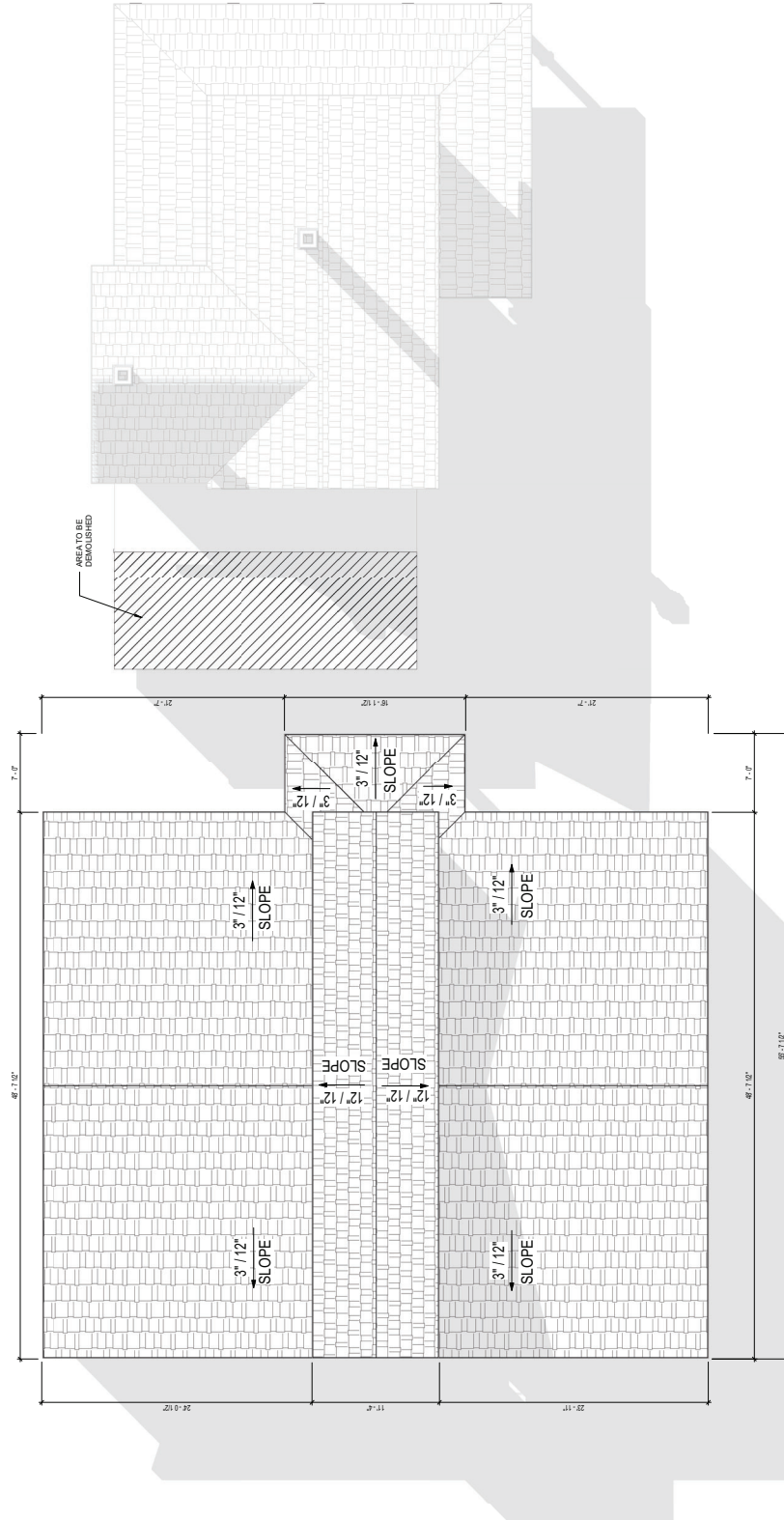
CONFIRM DIMENSIONS WITH ALL ROUGH OPENING REQUIREMENTS PRIOR TO INSTALLATION.

REFER TO SHEET AA-002 FOR SYMBOL & NOTATION LEGEND.

ALL FURNITURE SHOWN DASHED. SEE EQUIPMENT PLANS FOR SCHEDULE OF WORK.



2 ROOF PLAN
3/8" = 1'-0"



CITY OF MOUNT DORA
EXPANSION
SIMPSON FARMHOUSE
1995 N DONNELLY ST., MOUNT DORA, FL
ROOF PLAN

AA-140
CONCEPTUAL PHASE
NOT FOR CONSTRUCTION

BENTLEY
BPC CA NO.: 0005888
BPA&D CA NO.: AAC030323
651 WEST WARE AVENUE
SUITE 200
LONGWOOD, FLORIDA 32750
WWW.BENTLEYGROUP.COM

PRELIMINARY DRAWINGS
CONCEPTUAL PHASE
NOT FOR CONSTRUCTION

SCALE:	AS NOTED
DRAWN BY:	MARIA SANTOS
PROJECT MGR:	GMS
PROJ. #:	2024 049 A
DATE:	04/10/2025
ISSUED FOR:	PRELIMINARY
RECORD DWG	☐
CONSTRUCTION	☐
FINAL	☐
BIDDING	☐
PERMITTING	☐

4/10/2025 11:28:33 AM

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
THE CITY OF MOUNT DORA
RELATING TO THE USE OF LIBRARY IMPACT FEES**

FY 2027

THIS IS AN INTERLOCAL AGREEMENT (“Agreement”) entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “County,” and the City of Mount Dora, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter the “Municipality,” (each a “Party” and collectively “Parties”) for use of library impact fee monies for the W.T. Bland Public Library, 1995 North Donnelly Street, Mount Dora, Florida 32757, hereinafter the “Library.”

WITNESSETH:

WHEREAS, Ordinance No. 2003-99, approved November 18, 2003, created a library impact fee for the purposes of providing a source of revenue to fund construction or improvement in the Lake County Library System necessitated due to growth; and

WHEREAS, Section 22-61, Lake County Code, states that library impact fee money must be used solely for the purpose of constructing or improving the Lake County Library System, including, but not limited to, design and construction plan preparation, permitting and fees, land acquisition, construction and design of new facilities, and acquisition of collection items, public access computers and other capital equipment; and

WHEREAS, Policy LCC-7 sets forth the minimum guidelines for entry into the Lake County Library System as a member library; and

WHEREAS, Policy LCC-63 sets forth the process for distribution of funds from the Library Impact Fee Trust Fund; and

WHEREAS, in accordance with Policy LCC-63, the Municipality applied for FY27 impact fee funds in the amount of \$50,000.00 for engineering plan design for Phase I of the Simpson Farmhouse Expansion Plan, which will expand parking and access to the Simpson Farmhouse to accommodate the increased use of the Library and Simpson Farmhouse meeting space (“Project”); and

WHEREAS, on May 21, 2026, the Lake County Library Advisory Board voted to approve the Municipality’s request for funding in the amount not to exceed \$50,000.00 for the Project ; and

WHEREAS, Policy LCC-63 authorizes municipalities to request up to \$500,000 in library impact fee funding in a single fiscal year for construction projects, with total single-project maximum of \$1,000,000; and

WHEREAS, Municipality’s request is within the funding limits allowed for construction projects for a single fiscal year and the total amount requested for the project has not exceeded the single project maximum; and

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR USE OF
LIBRARY IMPACT FEES RELATED TO THE EXPANSION OF THE W.T. BLAND PUBLIC LIBRARY – FY27**

WHEREAS, the Parties find that it is in the best interest of the residents of Lake County to enter into this Agreement for the provision of library impact fee funds to Municipality.

NOW, THEREFORE, in consideration of the mutual terms and obligations set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Legal Findings of Fact.** The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

2. **County Obligations.**

A. The County agrees to provide funding in the maximum and total amount of **\$50,000.00 (Fifty Thousand Dollars and 00/100)** to the Municipality from the Library Impact Fee Trust Fund (“Funds”), to be used for Project, as described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter and collectively the “Project”).

B. The County will make payments on a reimbursement basis with the submittal of an invoice and proper documentation. Invoices must be submitted to the Office of Library Services Director at P.O. Box 7800, Tavares, Florida 32778 or to such email address(es) as specifically provided to Municipality in writing by the County for electronic submittal of reimbursement requests. Payments will be made in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Local Government Prompt Payment Act.

3. **Municipality Obligations.**

A. **Scope of Funding.** Municipality must utilize the awarded funds in accordance with Municipality’s Proposal, attached hereto and incorporated herein, as **Exhibit A**. Funds must be used solely for Funding eligible expenses incurred during the Term of this Agreement for the purposes approved herein. **Municipality must only seek reimbursement for impact fee eligible expenditures related to the Project, in an amount not to exceed \$50,000.00, as described in Exhibit A.**

B. **Reimbursement Requests.** Funds will be paid to Municipality by County on a reimbursement basis. Municipality must submit timely, quarterly reimbursement requests to the County. Quarterly reimbursement requests must be submitted per the following schedule:

Quarter	Expenditure Period	Reimbursement Request Due
Q1 *	October 1 – December 31	January 31
Q2	January 1 – March 31	April 30
Q3	April 1 – June 30	July 31
Q4	July 1 – September 30	October 31
<i>*For the initial Q1 following the Effective Date of this Agreement, the first expenditure period will run from the Effective Date until December 31. All subsequent expenditure periods will be as provided in the table above.</i>		

Municipality must provide a detailed Project schedule with its first reimbursement request.

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Municipality must provide quarterly reporting, in a form to be provided by County, with each quarterly reimbursement request in order to receive payment. Quarterly reporting will, at a minimum include (i) an updated Project schedule, (ii) a summary of Project Milestones and completion progress; (iii) an ongoing summary of funds drawn under the Agreement and remaining balance; and (iv) a narrative summary of specific accomplishments and activities that occurred during this quarter relating to the Project. Failure to provide quarterly reporting required by County may result in delay or denial of payment.

If Municipality does not make any eligible expenditures during a quarter, the Municipality must still provide quarterly reporting required by County stating that no expenditures were made for the quarter and provide a short statement describing the reason and Project status as part of the Project Narrative.

i. Minimum Standards for Payment Requests. At minimum, all payment requests submitted by the Municipality must include sufficient detail for the County to confirm that the Municipality has only requested reimbursement of funding-eligible costs that were incurred by the Municipality in compliance with the terms of this Agreement. Reimbursement requests must include documentation demonstrating eligible expenditures, and at a minimum must include the following information:

- Formal invoice from Municipality (letterhead) for reimbursement of eligible expenses;
- Copies of vendor invoices;
- Vendor invoices should include the following information:
 - who is the expense for (Municipality of XYZ),
 - where was the service provided (Library branch name),
 - what service/item was provided (i.e. construction, furniture, computers),
 - when did the service take place (delivery date or date range), and
 - how much is the service/item (cost of the service or item);if the information is not provided, or is not clearly stated, on the vendor invoice, the Municipality must include a memo providing the required information;
- Copies of vendor purchase orders; and
- Copies of cashed/cleared checks from the Municipality making payment to vendors.

Documentation must be complete and legible and must clearly describe the eligible expense. Municipality agrees that the minimum standards for payment requests noted in this Section may not in any way be construed or interpreted as being an exhaustive list of what the County may request or require in order to verify, validate, or approve any such request for reimbursement.

ii. Improper Payment Requests. The County reserves the right to withhold or deny payment on any reimbursement request, or terminate this Agreement, if such request: (1) is not timely submitted per the deadlines in this Agreement; (2) is incomplete, not accompanied by the requisite supporting documentation, or is otherwise deemed by the County to be unsatisfactory or insufficiently documented; (3) indicates expenditures that are not compliant with this Agreement; or (4) is inconsistent with the information provided by the Municipality in any progress reporting required under this Agreement.

iii. Sufficient Financial Resources. Municipality accepts that payment will be made by reimbursement and agrees to maintain sufficient financial resources to meet any expenses incurred by the Municipality during the period of time between when the Municipality makes a

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR USE OF
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funding-eligible expenditure and when it receives reimbursement for such expenditure from the County. Such “sufficient financial resources” must include consideration of any delays that may be caused, whether foreseeable or unforeseeable, by the County processing payment and seeking additional supporting information or documentation to verify and validate the reimbursement requests received.

C. Procurement. Municipality will be solely responsible for procurement of goods and/or services related to the Project. The Municipality must comply with all applicable competitive procurement provisions contained within the Florida Statutes, including, if applicable, Section 255.0525, Section 255.20, and Section 287.055. If the competitive bidding/selection process is required for the completion of the Project, the County will have the right to review the competitive bidding/selection process used by the Municipality and will have the right to review all solicitation responses received. In the event the County determines that the Municipality’s procurement process is insufficient, the County will require the Municipality to reject all bids and re-bid the Project. If the Municipality refuses to reject all bids and re-bid the Project, then the County will have the option to terminate this Agreement and will receive a return of all payments made from the County to the Municipality under this Agreement, if any.

D. Membership in the Lake County Library System. The Municipality will remain a member of the Lake County Library System during the Term of this agreement and for a period of ten (10) years following the date of Project Completion. For equipment and collections Projects, the date of Project Completion will be the date all eligible expenditures have been reimbursed under this Agreement; for construction related Projects, the date of Project Completion must be the date of final completion of all construction, as provided by a certificate of occupancy, or similar issuance, following reimbursement of all eligible expenditures under this Agreement. In the event the Municipality withdraws from the Lake County Library System or does not renew its membership in the Lake County Library System within this period, the Municipality must repay the money granted under this Agreement on a prorated basis based on the number of years the Municipality was a member following Project Completion, as required by this Section. (For example, if a Municipality is required to remain a member for ten (10) years following Project completion but terminates its membership two (2) years following Project completion, the Municipality must repay eighty percent (80%) of the Funds provided.) This provision must survive the termination or expiration of this Agreement.

4. Allowable Uses of Impact Fee Money. The Municipality must use the impact fee money granted herein for the purposes set forth in Section 22-61, Lake County Code. By executing this Agreement, the Municipality certifies that the Project qualifies as a capital improvement which is required to accommodate demand placed on the Library resulting from new growth or development and is not being purchased to remedy an existing deficiency in library services, as such terms are defined within the adopted Lake County Comprehensive Plan, Capital Improvements Element.

5. Effective Date, Term and Termination. This Agreement will become effective upon the day of the last signature of the Parties (“Effective Date”) and will remain in force for four (4) years following the Effective Date (“Term”). Either Party has the right to terminate this Agreement for cause with thirty (30) days written notice to the other; provided, however, that in the event of termination by the County, the Municipality will be entitled to reimbursement of purchases relating to the Project up to and including the day of termination, as long as such purchases qualify for impact fee money. **In the event Municipality does not initiate the Project or request reimbursement of Funds within four (4) years after the effective date of this Agreement, the Agreement shall be considered null and void.**

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6. Indemnification.

A. Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing herein shall constitute a waiver by either Party of sovereign immunity or statutory limitations on liability including, but not limited to, sovereign immunity of the State of Florida beyond the waiver provided for in Section 768.28, Florida Statutes, as amended.

B. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement to the extent allowed for by Florida law. Nothing contained herein shall be construed as an admission of liability on the part of either Party.

C. The Parties expressly retain all rights, benefits, and immunities of sovereign immunity. Nothing will be deemed as a waiver of immunity or the limitations of liability of either Party beyond any statutory limited waiver of immunity or limits of liability and, as between the Parties hereto, the express written terms of this Agreement. Nothing will inure to the benefit of any third-party for the purpose of allowing any claim against either Party, which would otherwise be barred under the law.

7. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein will be effective unless contained in a written document executed by the Parties hereto, with the same formality and of equal dignity herewith.

8. Notices.

A. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either Party to the other, will be deemed to have been fully given or made or sent when in writing and addressed as follows:

COUNTY

County Manager
P.O. Box 7800
Tavares, Florida 32778

With copies to:

Director
Office of Library Services
P.O. Box 7800
Tavares, Florida 32778

County Attorney
Post Office Box 7800
Tavares, Florida 32778-7800

MUNICIPALITY

City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757

With a copy to:

Director
W.T. Bland Public Library
1995 North Donnelly Street
Mount Dora, Florida 32757

B. All notices required, or which may be given hereunder, will be considered properly given if personally delivered, sent by certified United States mail, return receipt requested, or sent by Federal Express or other equivalent overnight letter delivery company.

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C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other Parties or addresses to which notice shall be sent by notifying, in writing, the other Party in a manner designated for the filing of notice hereunder.

9. Default and Opportunity to Cure. If either Party fails to keep, observe, or perform any provision of this Agreement, the breaching Party shall be deemed in default. In the event of default of any of the terms and conditions contained herein by either Party, the non-defaulting Party must provide written notice to the defaulting Party. The defaulting Party shall have the opportunity to cure the defect within thirty (30) days of receipt of the written notice. Thereafter, if the defaulting Party fails to correct the identified default on or before the expiration of the stated time, the non-defaulting Party may declare this Agreement in default.

A. A default by the Municipality shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision herein, any material breach of the Agreement, failure to comply with the audit requirements as provided herein, or failure to expend Funds in a timely or proper manner.

B. If the default is not cured to the satisfaction of the County, the County shall have the right, in its sole discretion, to take the following action(s):

i. Upon a written request from Municipality setting forth a reasonable basis to support the need for an additional Cure Period, the County may grant an additional Cure Period by written acknowledgment thereof; or

ii. Terminate this Agreement by written notice thereof; or

iii. Take such other action, including, but not limited to, requiring additional conditions under this Agreement; temporarily withholding cash payments pending correction of the deficiency by the Municipality; disallow all or part of the cost of the activity or action not in compliance; wholly or partly suspend or terminate the current award for the Project; withhold further awards for the Project; declare the Municipality ineligible for any further participation in the County's contracts; or take other remedies that may be legally available.

iv. If the County terminates this Agreement for cause, Municipality must return all unused Grant Funding provided to Municipality under this Agreement by the County.

C. Costs Not Allowed After Default. Costs resulting from obligations incurred by the Municipality during a suspension or after termination of an award are not allowable unless the County expressly authorizes them in the notice of suspension or termination or provides subsequent authorization in writing. Other Municipality costs during suspension or after termination, which are necessary and not reasonably avoidable, are allowed if:

i. The costs result from obligations which were properly incurred by the Municipality before the effective date of suspension or termination, and are not in anticipation of it, and, in the case of a termination, are noncancelable; and

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ii. The costs would be allowed if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. No Limitation. Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the Parties under law or in equity which may now or in the future be applicable.

10. Governing Law, Venue, and Waiver of Jury Trial. This Agreement shall be construed in accordance with the Laws of the State of Florida. In any action, in equity or law, with respect to the enforcement or interpretation of this Agreement, venue shall be solely in Lake County, Florida. The Parties agree that arbitration will not be used as a means of dispute resolution under this Agreement. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT A PARTY MAY HAVE TO A JURY TRIAL IN ANY ACTION OR PROCEEDING PERTAINING TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

11. Public Records. All records in conjunction with this Agreement shall be public records in accordance with the laws applicable to the Parties.

12. Recordkeeping.

A. The Municipality must maintain all records and accounts necessary to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement, including, but not limited to, property, personnel and financial records, contractual agreements, subcontracts, proof of insurance, project administration records, records supporting exceptions to the conflict-of-interest prohibition, and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all funds provided pursuant to this Agreement.

B. In the event the County determines that such records are not being adequately maintained by the Municipality, the County may cancel this Agreement in accordance the terms herein.

C. With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the County may require. The Municipality will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County must provide notice of its intent to inspect records to the Municipality at least three (3) business days in advance.

D. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, state, or federal. The Municipality must retain all records and supporting documentation applicable to this Agreement for a period of five (5) years after all funds have been expended or returned to the County unless a retention schedule under GS1-SL provides for a greater retention period, then the greater retention timeframe shall control. If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or the end of the required period, whichever is later.

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E. This Section shall survive the expiration or earlier termination of this Agreement.

13. Right to Audit. The County reserves the right to require the Municipality to submit to an audit by any auditor of the County's choosing. The Municipality must provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Municipality must retain all records pertaining to this Agreement and upon request make them available to the County for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. The Municipality agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

A. Intentionally Omitted.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Municipality to the County in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the County's audit must be reimbursed to the County by the Municipality. Any adjustments or payments which must be made as a result of any such audit or inspection of the Municipality's invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the County's audit findings to the Municipality.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the Municipality in performance of any work under this Agreement.

14. Recapture of Funds. Subject to the conditions set forth in this Agreement, it is the intent of the Parties that the County shall recapture any Funds provided under this Agreement if the Project is considered in default under any of the provisions in this Agreement, following the expiration of the reasonable opportunity to respond and cure any default. Further, Municipality is liable for recapture of Funds if any representation made in the reimbursement requests, reporting, or supporting documentation is at any time false or misleading in any respect, or if Municipality is found in non-compliance with laws, rules or regulations governing the use of the Funds provided pursuant to this Agreement. The provisions of this Section shall survive the termination of this Agreement.

A. Any funds that are not expended as authorized under this Agreement must be refunded to the County within fourteen (14) days of receipt of written notice provided by the County.

B. Any funds that are not expended within the anticipated timeframe under this Agreement are subject to recapture. If requested, a refund to the County must be made within fourteen (14) days of receipt of written notice for a refund provided by the County.

C. The County's determination that an expenditure is eligible does not relieve the Municipality of its duty to repay the County in full for any expenditures that are later determined by the County to be ineligible expenditures or the discovery of a duplication of benefits.

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D. If requested by the County, all refunds, return of improper payments, or repayments due to the County under this Agreement are to be made payable to Lake County and mailed directly to the County pursuant to **Section 8 Notice** requirements and this Agreement.

E. The Municipality has responsibility for identifying and recovering Funds that were expended in error, disallowed, or unused. The Municipality will also report all suspected fraud to the County.

15. Reversion of Assets. Within thirty (30) days following the expiration or termination of this Agreement, the Municipality must transfer to the County any Funds on hand at the time of expiration or termination of this Agreement if the Funds have not been expended on eligible costs.

16. Disclaimer of Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third-party not a formal named Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the Parties any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereto, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

17. Severability. In the event that any section, subsection, sentence, clause, or word of this Agreement shall be held by a court of competent jurisdiction to be partially or wholly invalid or unenforceable for any reason whatsoever, any such invalidity, illegality, or unenforceability shall not affect any of the other remaining articles, sections, subsections, sentences, clauses, or words of this Agreement, and this Agreement shall be read and/or applied as if the invalid, illegal, or unenforceable section, subsection, clause, or word did not exist.

18. Construction. This Agreement was mutually negotiated by the Parties who have executed the same and each Party acknowledge that they had ample opportunity to seek and consult with independent legal counsel prior to executing this Interlocal Agreement, and that they represent and warrant that they have sought such independent legal advice and counsel or have knowingly and voluntarily waived such right. Consequently, it is the intent of the Parties that no provision shall be more harshly construed against either Party as the drafter hereof.

19. Waiver. The failure of any Party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, every provision of this Interlocal Agreement.

20. Assignment. Neither Party may assign any rights or delegate any duties under this Agreement without the written consent of the other Party.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same instrument.

22. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR USE OF
LIBRARY IMPACT FEES RELATED TO THE EXPANSION OF THE W.T. BLAND PUBLIC LIBRARY – FY27**

of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement must be made via written addendum and must be signed by both Parties to be binding. This Agreement contains the following exhibits, all of which are incorporated in this Agreement:

Exhibit A.....Application for Impact Fees and Project Description (8 pages).

IN WITNESS WHEREOF, the Parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: Lake County, Florida, through its Board of County Commissioners, signing by and through its Chairman, and the City of Mount Dora, Florida, signing by and through its Mayor.

MUNICIPALITY

CITY OF MOUNT DORA, FLORIDA

James Homich, Mayor

This ____ day of _____, 2026.

ATTEST:

Jeanann Hand, FCRM, City Clerk

Approved as to form and legality:

Patrick Brackins, City Attorney

**INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND THE CITY OF MOUNT DORA FOR USE OF
LIBRARY IMPACT FEES RELATED TO THE EXPANSION OF THE W.T. BLAND PUBLIC LIBRARY – FY27**

COUNTY

**LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS**

Leslie Campione, Chairman

This _____ day of _____, 2026.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form & legality:

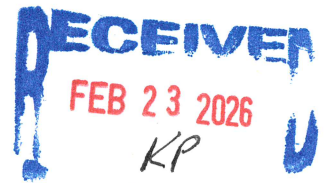
Melanie Marsh, County Attorney

EXHIBIT A

Appendix A
Lake County Library Impact Fees – PROJECT APPLICATION

Appendix A

Lake County Library Impact Fees
PROJECT APPLICATION
Application Deadline: March 1



1. APPLICANT INFORMATION

A. LEGAL NAME OF APPLICANT (Government)

City of Mount Dora

B. APPLICANT ADDRESS

Street 510 N. Baker Street PO Box if applicable _____

City Mount Dora Zip Code 32757

C. APPLICATION REQUIREMENTS (Both 1 and 2 are required)

1. ☐ County library impact fee is assessed within municipality, or
☒ Municipality collects local library impact fee which is equal to or greater than county library impact fee, or
☐ Municipality collects local library impact fee which is less than county library impact fee and remits the difference between local and county impact fee to county.
2. ☒ Municipality has a library which is a member of the Lake County Library System (LCLS), or
☐ Is a newly created library which has submitted a letter of intent for the municipality's library to become a Member of the LCLS in accordance with LCC-7.

D. APPROVAL TO SUBMIT APPLICATION (By library governing body or City Administrator)

Vince Sandersfeld
Digitally signed by Vince Sandersfeld
Date: 2026.02.23 13:43:15 -05'00'
Signature _____

Vince Sandersfeld, City Manager
Name and Title _____

2. LIBRARY INFORMATION

A. NAME OF LIBRARY W.T. Bland Public Library

B. LIBRARY ADDRESS ☒ Current ☐ Future

Street 1995 N. Donnelly Street City Mount Dora Zip 32757

3. PROJECT MANAGER (Library Director)

A. Name Cathy Lunday Telephone (352) 735-7180
Fax _____ E-mail lundayc@mountdora.gov

4. TYPE OF PROJECT

- A. ☐ CONSTRUCTION
☒ Design & Engineering ☐ New Building ☒ Expansion
- B. ☐ COLLECTIONS
☐ System-Wide
- C. ☐ TECHNOLOGY (System-wide projects only.)
- D. ☐ EQUIPMENT

5. THIS PROJECT IS INCLUDED IN (PLANNED PROJECTS): (Maximum of 5 points) (Mark all that apply)

- ☒ City or County Capital Improvement Plan
☐ Lake County Library System Long Range Plan of Service
☒ Lake County Library System Annual Plan of Service
☐ Other (Describe) _____

6. COST OF TOTAL PROJECT (Estimated)	<u>\$132,558 (attached)</u>
7. AMOUNT REQUESTED (Maximum of 10 points)	<u>\$50,000 (38%)</u>
8. PERCENT OF PROJECT ELIGIBLE FOR IMPACT FEES	<u>100%</u>

9. PRIMARY SOURCE OF IMPACT FEES: (Maximum of 10 points)

- ☐ Applicant contributes to countywide library impact fee fund (10 points)
☒ Applicant collects and retains impact fees locally (-10 points)

10. PRIOR PROJECT SUBMISSIONS (Maximum of 10 points)

A. Is this a new project request:

- ☒ Yes (skip to section 11)
☐ No (complete Sections 10.B and 10.C)

B. Year(s) requested: _____ Was the project previously approved by the Library Advisory Board?

- ☐ Yes ☐ No

If Yes, what year(s) was the project approved: _____

C. Has project previously received funding from library impact fees?

☐ Yes

☐ No

If Yes, was the project request ☐ partially or ☐ fully funded?

Year/s _____ Amount \$ _____

11. PROJECT NARRATIVE – (Include as an attachment; no more than 3 pages. Maximum of 35 points)

a. Brief project description. (5)

Include project history and expected outcomes of the completed project. For construction projects, include a walkthrough of the facility, including the programmatic layout. For collection and equipment projects, outline expected use and how project will be supported after acquisition.

b. Justification for use of impact fees. (5)

What is the historical growth and expected growth in the service area of the project? Why are impact fees justified? How is this an expansion of capacity and not addressing a deficiency? How is this project sustainable in your budget? How will this project effect staff?

c. Describe need for project. (5)

Provide statistics and anecdotal information supporting the need. For collection projects, describe the gaps in the local collection, the system collection or areas of future growth that will be met by the project? What is the need for expansion or new construction? What expansion of capacity will the requested equipment provide?

d. Describe the project's benefit to the local community. (5)

How will the local community benefit from this project? What are the desired outcomes for the local community? How will the local community use the project? How will the project contribute to new or improved services?

e. Describe how the project will benefit county-wide library service. (10)

What new or expanded services will be provided to the Lake County Library System cooperative and/or County residents? How does this project address expansion of capacity?

f. Provide an itemized cost estimate for equipment requests (for equipment grants only) (5)

12. INITIAL YEAR OF PARTICIPATION IN THE COOPERATIVE 1986

13. COMPLETED BY: Cathy Lunday, Library Director **DATE:** 2-17-26
(Name / Title)

RETURN THIS FORM TO: DIRECTOR OF THE LAKE COUNTY OFFICE OF
LIBRARY SERVICES

418 W. Alfred St., Suite C, Tavares, FL 32778

Staff Use Only

Project Rating _____ Project Ranking _____

Recommended Level of Funding _____

Approved Level of Funding _____

Comments _____



Our fees for the services described are outlined in the following table. We have provided “Lump Sum Fees” for the services identified in the Scope of Work. Lump Sum Fees do not include Reimbursable Expenses directly associated with the project (travel, mileage, reproduction, supplies, and other non-labor reimbursable costs.) Our fee schedule is as follows:

SUMMARY FEE SCHEDULE

PHASE 100	\$3,600.00
PHASE 200 (Hourly; Not to Exceed)	\$3,000.00
PHASE 300	\$9,950.00
PHASE 400	\$60,000.00
PHASE 500	\$8,000.00
PHASE 600	\$10,868.00
PHASE 700	\$2,950.00
PHASE 800	\$8,000.00
PHASE 900 (Hourly; Not to Exceed)	\$10,000.00
PHASE 1000	\$5,000.00
PHASE 9999	\$2,500.00 (AS NEEDED)
TOTAL (Includes PHASE 9999)	\$123,868.00

SUMMARY FEE SCHEDULE (OPTIONAL SERVICE IF REQUIRED)

PHASE 1100	\$4,730.00
PHASE 1200	\$3,960.00
OPTIONAL SERVICES TOTAL	\$8,690.00
GRAND TOTAL WITH OPTIONAL SERVICES	\$132,558.00

Project Narrative

This application seeks to secure \$50,000 in Lake County Library Impact Fee funds for the engineering plans for Phase I of the Simpson Farmhouse Expansion Plan, which is projected to cost \$132,558. If awarded, the City of Mount Dora intends to fund 62% of this phase of the project, with the Lake County Library Impact Fee distribution accounting for 38% of the cost. Prior to this phase of the project, the City of Mount Dora has funded both extensive surveys of the Simpson Farmhouse grounds and architectural renderings of the expansion. City Council approval of this next action is pending the resolution of this application.

The Mount Dora library campus is comprised of a 25-acre learning commons, all managed by the Library Director: 22,660 sq ft public library, one-acre Nunan Butterfly Garden, 14-acre Forest Preserve and four-acre Simpson Farmhouse. Currently, the Mount Dora library offers approximately 90 in-person programs and instructional classes a month, all of which are free and open to all. These monthly programs take place all over the library campus: story times in the Nunan Butterfly Garden, guided nature walks in Forest Preserve, clubs and support groups in the Simpson Farmhouse and everything else inside the library's four meeting rooms.

Since 2008, when it was given to the city for the library to manage, the Simpson Farmhouse has proven ideal for smaller groups. Parking spaces have not kept up with demand and increasingly, patrons must park at the library's paved lot, walk to the farmhouse and cross busy W. Jackson Street to reach the farmhouse. The Simpson Farmhouse Expansion Project was launched in 2023-24, with the intent of completing the library's campus with a new meeting center directly behind the farmhouse and connecting sidewalks and parking, linking all library-related amenities together (ATTACHMENT #1).

Project Description

The Simpson Farmhouse Expansion project is divided into two phases; this application proposes to complete the civil engineering plans for Phase I. Briefly, Phase I of the project will expand parking spaces to 23 paved spaces directly adjacent to the farmhouse, expand the green space around Goat Pond and build a connecting sidewalk and crosswalk to the library and its parking lot. Phase II of the project proposes to build a 2,300 sq ft, two-room meeting facility directly behind the Simpson Farmhouse, to accommodate additional programs and classes. Two classrooms, seating 35 and 50 each, will contain state-of-the-art display technology and will be used for a combination of free library programming and facility rentals. Once Phase 1 is complete, engineering plans will be developed for Phase 2, culminating in its construction.

Identical to how the Simpson Farmhouse has been managed since 2008, the new meeting room facility will continue to be utilized as a library space, holding library programs and managed by staff reporting to the Library Director. The Simpson Farmhouse Wi-Fi network is provided by Lake County IT via the Lake County Library System Interlocal Agreement and the expanded facility and adjacent outdoor amenity will share this network as well.

Use of Lake County Library Impact Fees

The Simpson Farmhouse Expansion project qualifies for Lake County Library Impact Fee funding as it is the direct result of the expanding usage of the library driven by new residents. The Mount Dora library serves a large population of patrons who live outside the limits of the City of Mount Dora. Over 50% of the library's circulation is generated by patrons who do not have a Mount Dora zip code. Non-Mount Dora residents account for over 40% of study room usage. The library's six weekly story times attract patrons from as far away as Orlando, Zellwood and Sumter County.

Mount Dora is experiencing rapid growth, with its population increasing by over 12% since 2020 to an estimated 18,896 in 2026. The city's population is projected to exceed 20,000 by April 2026. The city is expanding through major development projects like the 850-acre Wolf Branch Innovation District, new residential communities and commercial expansions. The Simpson Grove development alone will result in over 300 rental units, 80 townhomes and over 120 single family homes, all within one mile of the W.T. Bland Public Library. Similarly, Lake County is experiencing rapid growth, with the population surpassing 479,000 by 2026, driven by a greater than 60% increase since 2010. Lake County ranks among the top three-five fastest-growing counties in Florida. According to its official website, Lake County will experience even more growth in the coming decades, with forecasts predicting the population will exceed 525,000 by the year 2035.

Expansion

The expansion of meeting room space does not address a deficit, as the library's meeting room capacity already exceeds most other Lake County libraries' capacities. The library currently offers:

- 160-person Community Room and 132-person Children's Program Room
- 12-person Archives Room, 3 two-person study rooms, 12-person Technology Lab
- 20-person outdoor pavilion at the Nunan Butterfly Garden
- 30-person outdoor pavilion on the boardwalk of Forest Preserve
- 50-person indoor meeting facility at the Simpson Farmhouse

Need for the Project

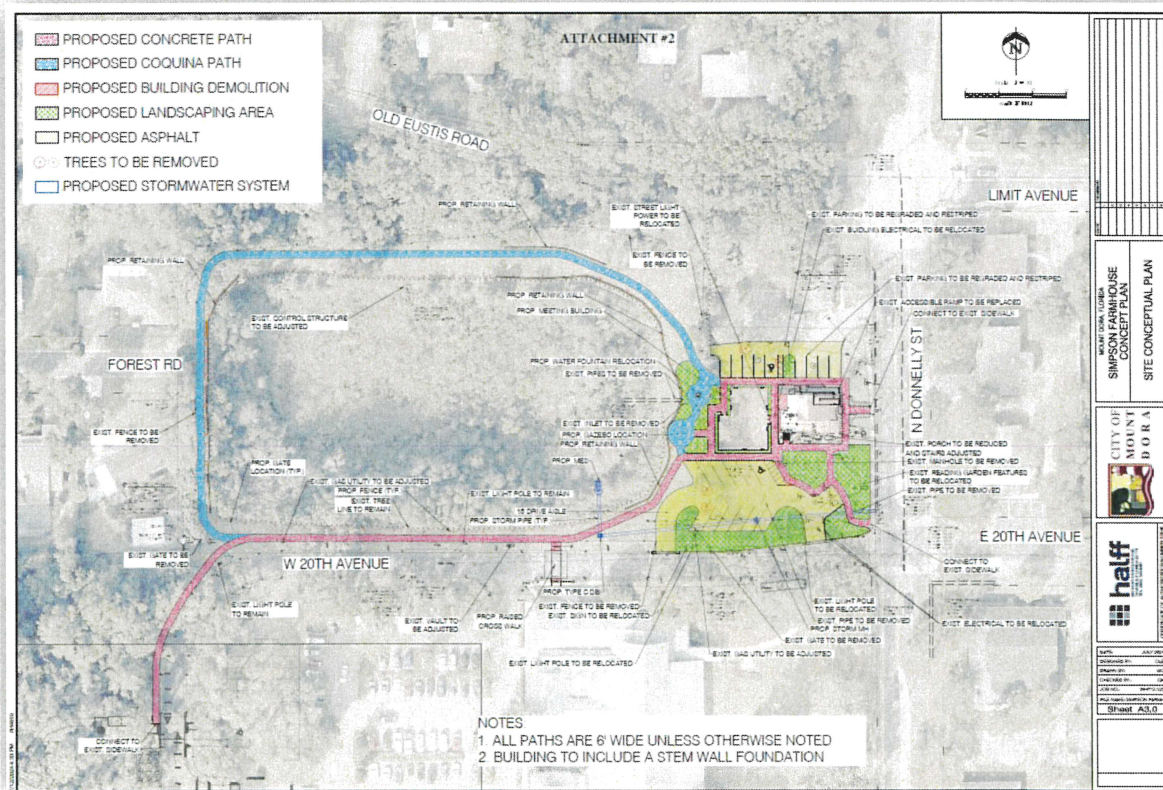
The library currently attracts 2,000 to 3,000 program attendees each month. However, the program attendance statistics could be even higher if there were available space for meetings. On many days, the library's meeting rooms are double and triple-booked, with demand still unmet. Our community's expanding population drives the increased demand for library's well-funded programming schedule, which in turn drives the need for expanded meeting room spaces, as well as parking spaces and greater accessibility between all the buildings.

Recent library projects receiving both City of Mount Dora funding as well as Lake County Library Impact Fee funding include the 2021 expanded parking lot, 2022 Early Reader Room, 2022 new Manga collection and 2023 expanded adult shelving.

Benefits to the Community

Once built, the new Simpson Farmhouse Meeting Center will represent a 20% increase in the library's meeting room capacity. This will enable the return of AARP Tax Aide's eleven-week in-person tax prep program and additional weekend programs, classes and concerts that currently have no available space. The planned exteriors include outdoor seating areas, musical sculptures and pathways, providing much in-demand green spaces where visitors and library patrons can gather. Requests for mid-sized meeting rooms from homeschool groups, financial companies and other small businesses will be able to be accommodated, providing greater community engagement. The Simpson Farmhouse Expansion project will ensure that the library will be able to meet the programming and meeting room needs of an expanding population in the years and decades ahead.

ATTACHMENT #1





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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Amendment 2 to the Agreement for All-Requirements Purchase and Sale of Electric Energy with Orlando Utilities Commission

Introduction:

This is the 2nd Amendment to the Agreement for the All-Requirements Purchase and Sale of Electric Energy and Capacity with Orlando Utilities Commission (OUC). The proposed amendment extends the current agreement for an additional one-year term for three years, as permitted under the existing contract.

Discussion:

On March 3, 2020, City Council adopted Resolution 2020-31 approving the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity with OUC. Under the agreement, OUC supplies wholesale electric capacity, energy, and ancillary electric services necessary for Mount Dora to serve its electric utility customers. Amendment 1, executed in August 2022, gave OUC full right of refusal to extend the contract and provided the City with additional flexibility to manage fuel costs.

As the end of the contract term approaches, OUC has refused the amendment 2 provision, but was willing to negotiate an extension with different terms, which resulted in drafting Amendment 2. The proposed amendment replaces Article 3, Term, and Appendix A, Section 2, Demand Rate. Amendment 2 confirms a one-year extension beginning in 2028 and provides that the parties may mutually agree to two additional one-year extensions. The agreement will terminate at the end of the third extension year if all extension years are approved.

The primary change is an increase in the wholesale demand rate, due to significant changes in the wholesale utility market. All other terms and conditions of the agreement remain in full force and effect.

When the City competitively procured wholesale power in 2020, market conditions were highly favorable. Electric utilities had excess generating capacity and competed aggressively for wholesale customers. As a result, Mount Dora secured highly competitive pricing that helped

provide some of the lowest retail electric rates in the state. Since that time, market conditions have changed substantially. Excess generating capacity has largely disappeared as electricity demand has increased due to continued residential and commercial growth, expansion of data centers, growth in domestic manufacturing, and increased electrification of buildings and transportation. These factors have significantly increased wholesale demand costs throughout the industry. Extending the existing agreement provides continuity of wholesale power supply and reduces the uncertainty of entering the wholesale market under current conditions.

Staff has worked with OUC to maintain continuity of service, preserve the agreement structure, and limit the City's exposure to additional near-term market increases. Although the proposed demand rate is higher than the current contract rate, staff estimates that extending the agreement is less costly than procuring wholesale power under current market conditions and provides greater certainty for Electric Utility budgeting and rate planning.

Budget Impact:

The amendment will increase wholesale power demand costs beginning in Fiscal Year 2028. Based on preliminary projections using the City's 2027 system load over the proposed extension period, staff estimates that extending the agreement with OUC will avoid approximately **\$762,000** in wholesale power costs compared to procuring power under current market conditions.

The increased wholesale generation costs associated with the amendment will be incorporated into the Electric Fund operating budgets for Fiscal Years 2028 through 2030, as applicable. Staff will continue to evaluate these costs as part of future Electric Utility budget development and rate planning.

Strategic Impact:

Strategic Initiative 4 - Provide High-Quality Services: Provide high-quality City services that sustain a vibrant, safe, and healthy community.

Goal 10: Ensure safe and reliable electric and water supply and protect the environment and public through proper wastewater and stormwater management.

Recommendation:

City Council approve Amendment 2 to the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity with Orlando Utilities Commission, substantially in the form attached, and authorize the Mayor to execute the amendment and any related documents subject to final review and approval by the City Attorney.

Attachment(s):

1. Attachment #1 Original Executed Agreement
2. Attachment #2 Amendment 1.OUC signed
3. 08.04.2026.OUC.Amendment 2.OUC PPA 2028-2030 (pab)

Prepared by: Tyric McCadney

Reviewed by:

Wayne Zimmerman, Deputy Electric Utility Director
Steve Langley, Assistant City Manager-Electric Utility Director
Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
Jennifer Gates, Finance Director
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 7/6/2026
Approved - 7/9/2026
Approved - 7/10/2026
Approved - 7/13/2026
Approved - 7/13/2026
Approved - 7/28/2026
Approved - 7/28/2026
Final Approval - 7/28/2026

ATTACHMENT #1

RESOLUTION NO. 2020-31

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF INTERLOCAL AGREEMENT AND AUTHORIZATION TO EXECUTE; PROVIDING FOR AUTHORIZATION TO EXECUTE AND SUBMIT RELATED APPLICATIONS; 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 has competitively solicited for the All-Requirements Purchase and Sale of Electric Energy and Capacity, pursuant to the City's Purchasing Policy and ITN-20-PW-004; and,

WHEREAS, Orlando Utilities Commission (OUC) was deemed to be the most responsive, responsible and qualified agency to provide All-Requirements Purchase and Sale of Electric Energy and Capacity for the City as contemplated by ITN-20-PW-004; and,

WHEREAS, negotiations with OUC were authorized through City of Mount Dora Resolution 2019-177; and

WHEREAS, the City has determined that it is in its best interest to enter into an Agreement with OUC to provide All-Requirements Purchase and Sale of Electric Energy and Capacity for the City, as contemplated by ITN-20-PW-004, under the terms and conditions so negotiated.

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. Approval of Interlocal Agreement and Authorization to Execute. The Interlocal Agreement with OUC, attached hereto as **Exhibit "A"**, for All-Requirements Purchase and Sale of Electric Energy and Capacity is hereby approved. The Mayor is hereby authorized to execute the Interlocal Agreement on behalf of the City.

Resolution No. 2020-31

1 of 3

ATTACHMENT #1

SECTION 3. Authorization to Execute and Submit Related Applications. The City Manager is hereby authorized to execute and submit the Open Access Transmission Tariff Application and the Network Integration Transmission Service Application with the Federal Energy Regulatory Commission which relate to the City's Interlocal Agreement with OUC.

SECTION 4. Implementation of Administrative Actions. The City Manager is hereby authorized and directed to take such actions 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 5. Savings Clause. All prior actions of the City pertaining to the Agreement with OUC for All-Requirements Purchase and Sale of Electric Energy and Capacity as contemplated by ITN-20-PW-004, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

SECTION 6. 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 7. Conflicts. All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION 8. 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 9. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3 day of March, 2020.



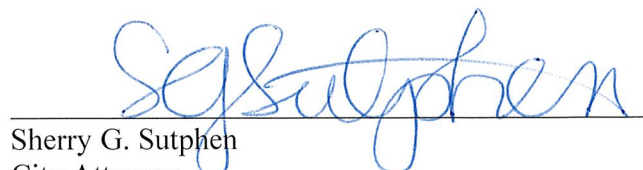
CATHERINE T. HOECHST
MAYOR of the City of Mount Dora, Florida

ATTEST:

For the use and reliance of City of Mount Dora only. Approved as to form and legality.



GWEN KEOUGH-JOHNS, MMC
CITY CLERK



Sherry G. Sutphen
City Attorney

Resolution No. 2020-31
2 of 3

ATTACHMENT #1

Exhibit “A”

Interlocal Agreement with OUC for
All-Requirements Purchase and Sale of
Electric Energy and Capacity

Resolution No. 2020-31
3 of 3

ATTACHMENT #1

**AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND
SALE
OF ELECTRIC ENERGY AND CAPACITY,
BETWEEN
THE CITY OF MOUNT DORA
AND
ORLANDO UTILITIES COMMISSION**

ATTACHMENT #1

AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY

This AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC CAPACITY AND ENERGY AND OTHER SERVICES (this "Agreement") is entered into as of the Effective Date by and between THE CITY OF MOUNT DORA, a municipal corporation in the State of Florida, duly constituted under Florida law ("Mount Dora"), and the ORLANDO UTILITIES COMMISSION, a statutory municipal utility commission organized under the State of Florida ("OUC"). Mount Dora and OUC are referred to also individually as a "Party", or collectively as the "Parties".

WHEREAS, Mount Dora is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns an electric distribution utility; and

WHEREAS, OUC is a public agency as defined in Section 163.01(3)(b), Florida Statutes, as amended, and it owns and operates electric utility and related generation, transmission and distribution assets and properties; and

WHEREAS, Mount Dora is seeking all-requirements wholesale power supplies ("Wholesale Electric Service") to serve its Load Obligations (as defined below) to its customers and to that end has issued an Invitation To Negotiate (ITN#20-PW-004) ("ITN") for the provision by third parties of such power supplies; and

WHEREAS, Mount Dora evaluated all of the proposals submitted and deemed the proposal submitted by OUC as the most responsive and the supply of wholesale power by OUC will enable Mount Dora to fulfill a municipal purpose to deliver a reliable supply of electricity to customers in its service territory; and

WHEREAS, OUC wishes to supply Wholesale Electric Service to Mount Dora to enable Mount Dora to meet its Load Obligations to its customers, and Mount Dora desires to acquire such power supplies from OUC, on the terms and conditions set forth herein; and

WHEREAS, in addition and supplemental to their other powers, OUC and Mount Dora, pursuant to the Florida Interlocal Cooperation Act of 1969, Chapter 163, Part I, Florida Statutes, as amended, and specifically Section 163.01(15) thereof (the "Interlocal Act"), are authorized and empowered to cooperate with each other on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of government organizations that will best accord with geographic, economic, electrical generation requirements and other factors.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of exercising powers enumerated in the Interlocal Act and the Florida Joint Power Act, Part II of Chapter 361, Florida Statutes, as amended, OUC and Mount Dora, as public agencies, hereby agree as follows:

ATTACHMENT #1

ARTICLE 1 DEFINITIONS

Capitalized terms used in this Agreement shall have the meanings set forth in this Article 1 unless the context clearly requires otherwise.

"Ancillary Services" shall mean interconnected operations services identified by the Federal Energy Regulatory Commission ("FERC") or other regulatory bodies or agreements as necessary to effect a transfer of capacity and energy from OUC to Mount Dora which OUC provides hereunder from time to time, as are further described in Appendix A.

"Ancillary Services Charges" shall have the meaning set forth in Section 4.2(c).

"Billing Meter" shall have the meaning set forth in Section 7.1.

"Charges" shall mean the Demand Charge, the Fuel Energy Charge, the Non-Fuel Energy Charge, any Ancillary Service Charges and other Delivery Costs.

"Claims" shall mean all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity under this Agreement, and the resulting losses, damages, expenses, third party attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Delivery Point(s)" shall mean the points of interconnection between DEF and OUC as listed in Appendix C.

"Delivery Costs" shall have the meaning set forth in Section 4.2(a).

"Demand Charge" shall have the meaning set forth in Section 6.1(a).

"Demand Rate" shall be as outlined in Appendix A

"DEF" shall mean Duke Energy Florida.

"DEF Transmission Agreement" means a transmission agreement executed by and between Mount Dora and DEF for the transmission of Wholesale Electric Service from the Delivery Point to the Metering Point.

"Effective Date" shall mean the date of execution by Mount Dora or OUC, whichever is later.

"Event of Default" shall have the meaning, with respect to OUC set forth in Section 16.1, and, with respect to Mount Dora set forth in Section 16.2, of this Agreement.

"FERC" shall mean the Federal Energy Regulatory Commission.

ATTACHMENT #1

"Firm Load" shall mean service equivalent to OUC's retail customers and other OUC wholesale customers with firm service from OUC system resources equivalent to that of retail customers of OUC.

"Firm Transmission Service" shall mean DEF Network Integration Transmission Service.

"Florida PSC" shall mean the Florida Public Service Commission.

"FMPP" shall mean the Florida Municipal Power Pool.

"FRCC" shall mean the Florida Reliability Coordinating Commission.

"Fuel Energy Charge" shall have the meaning set forth in Section 6.1(b).

"Fuel Energy Rate" shall have the meaning set forth in Appendix A.

"Interest Rate" shall have the meaning set forth in Section 6.2(c).

"KWh" shall mean kilowatt-hour.

"Letter of Credit" shall mean one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from S&P or A3 from Moody's, in a form reasonably acceptable to the Party in whose favor the letter of credit is issued, the costs of which shall be borne by the applicant therefor.

"Load Obligations" shall mean the electric energy and capacity required for Mount Dora to meet its obligations to provide retail electricity service in its electric service territory, including power supplies consumed by Mount Dora's municipal facilities, and required reserves and losses. Load Obligations do not include electric energy and capacity purchased by Mount Dora or supplied by solar resources owned, leased or operated by Mount Dora. The rated capacity of solar resources shall not be more than 6 MW (AC) without the approval of OUC during the Term. Solar resources do not include customer owned solar facilities eligible net metering. Mount Dora will provide the amount of energy delivered each hour from solar resources upon request by OUC.

"Metering Point(s)" shall mean the point(s) of interconnection between the DEF transmission system and the Mount Dora distribution system, which are set forth in Appendix C.

"Monthly Wholesale Electric Capacity" shall mean the highest aggregate MW usage each calendar month for the Mount Dora system load served by OUC hereunder plus 15% reserves, measured on a sixty-minute interval by the Billing Meters, as adjusted for transmission losses on the DEF transmission systems. If Mount Dora pays the planning reserves to DEF (as confirmed by Mount Dora), OUC shall not be responsible for planning for 15% reserves for Mount Dora and therefore will not include 15% in the calculation of the Monthly Wholesale Electric Capacity.

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"Monthly Wholesale Electric Energy" shall mean the MWh measured by the Billing Meter each calendar month as compensated for transmission losses on the DEF transmission systems.

"MWh" shall mean Megawatt-hour or 1000 KWh.

"Non-Fuel Energy Charge" shall have the meaning as set forth in Section 6.1.

"Non-Fuel Energy Rate" shall be as set forth in Appendix A.

"Party" and "Parties" shall have the meaning set forth in the first paragraph.

"Payment Date" shall have the meaning set out in Section 6.2(b).

"Prudent Utility Practice" shall mean any of the applicable practices, methods and acts (i) required by the rules, regulations, policies and standards of state regulatory authorities having jurisdiction relating to emergency operations or otherwise required by applicable law; or (ii) otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period; which in each case in the exercise of reasonable judgment in light of the facts known or that should have been known at the time a decision was made, could have been expected to accomplish the desired result in a manner consistent with law, regulation, safety, environmental protection, economy, and expedition. Prudent Utility Practice is intended to be acceptable practices, methods or acts generally accepted and lawful in the region, and is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others.

"Rates" shall mean the Demand Rate, the Fuel Energy Rate and the Non Fuel Energy Rate.

"Requesting Party" shall have the meaning set out in Section 19.2.

"SCADA" shall mean the Supervisory Control and Data Acquisition. SCADA monitors substations, transformers, load and other electrical assets.

"Service Date" shall mean the later of January 1, 2021, or the date when all conditions precedent in Article 12 have been met or waived by the party whose obligations are subject to such condition, which date shall be the commencement of the Term and the obligations of OUC to deliver and sell and Mount Dora to receive and purchase Wholesale Electric Service.

"Term" shall mean the period from the Service Date until seven (7) years thereafter and any extensions (as described in Article 3), unless sooner terminated in accordance with the terms of this Agreement.

"Wholesale Electric Service" shall have the meaning set forth in Article 2.

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ARTICLE 2

WHOLESALE ELECTRIC SERVICE

Commencing on the Service Date and during the Term, in accordance with the terms and subject to the conditions hereof, OUC shall provide and deliver Wholesale Electric Service and Mount Dora shall purchase electric energy and capacity requirements necessary for Mount Dora to serve its Load Obligation, which services shall be referred to as "Wholesale Electric Service" and consist of the following:

- (a) Supply of Monthly Wholesale Electric Capacity;
- (b) Supply of Monthly Wholesale Electric Energy and,
- (c) Ancillary Services described in Appendix A.

In addition, Parties, agree to consider additional energy services like emergency generation, transmission/distribution services, and other services that result in mutual economic benefit. This Agreement, then, represents an enabling Agreement anticipating a separate legal instrument for each service to be executed between Parties.

ARTICLE 3

TERM

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration. No later than one (1) year prior to the end of this Agreement, OUC shall provide proposed rates for Wholesale Electric Service, and other applicable terms and conditions for a minimum of a three-year extension (or longer extension period, if mutually agreeable to the Parties) of the term of this Agreement with Mount Dora. If the Parties agree, the term of this Agreement shall be extended based on those agreed upon terms and conditions.

ARTICLE 4

OBLIGATIONS OF MOUNT DORA AND OUC

Section 4.1 Obligations of Mount Dora

- (a) Mount Dora shall, during the Term, buy and receive from OUC Wholesale Electric Service sufficient to serve its entire Load Obligations. Mount Dora shall receive delivery of and accept and shall pay OUC a monthly payment for Wholesale Electric Service on the applicable Payment Date in accordance with Section 6.2.

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- (b) As of the Service Date, Mount Dora shall for the Term maintain Firm Transmission Service to accept energy and capacity under this Agreement.
- (c) Mount Dora shall pay OUC for Ancillary Services, if any procured by Mount Dora from OUC pursuant to Appendix A Section 4 in accordance with Section 4.2(c).
- (d) Mount Dora acknowledges and agrees that OUC shall have no responsibility for the distribution and resale to Mount Dora's electric system customers of the electricity delivered to the Delivery Point by OUC and the collection of any payments from Mount Dora's electric system customers.

Section 4.2 Obligations of OUC

- (a) OUC shall sell and deliver to Mount Dora at the Delivery Point(s) Wholesale Electric Service for the duration of the Term with a firmness and priority of service equal to that of OUC's Firm Load. Mount Dora acknowledges and agrees that OUC shall not, with the exception of OUC's undertaking to use all reasonable efforts to deliver Wholesale Electric Service to alternative delivery points, be responsible for reductions in Wholesale Electric Service during the period of time that deliveries of Wholesale Electric Service to the Delivery Point cannot be made as a result of problems or limitations on any transmission system other than OUC's. In the event that OUC is able to find alternate resources not affected by such third party transmission problem or limitation during such periods of time, Mount Dora shall directly reimburse OUC for such additional direct costs OUC incurs to provide Wholesale Electric Service to such alternate delivery points ("Delivery Costs"). If scheduling requirements of such alternate resources allow sufficient time for OUC to confer with Mount Dora, OUC will contact Mount Dora's designated representative and provide Mount Dora the opportunity to direct OUC not to pursue the alternate delivery points.
- (b) OUC shall operate, plan, and maintain its generating resources and transmission system assets and equipment in accordance with Prudent Utility Practice.
- (c) OUC shall provide Ancillary Services set forth in Appendix A. Each such Ancillary Service shall at OUC's option be provided by OUC either directly or through the FMPP. Any costs (as detailed in Appendix A) to be passed through shall be calculated in a manner consistent with the allocation methodology used by the FMPP.
- (d) OUC shall calculate the amount due on a monthly basis for all Wholesale Electric Service provided in the prior calendar month as measured at the Billing Meter and adjusted to account for DEF transmission system line losses, and shall submit an invoice to Mount Dora for payment. The monthly invoice shall be calculated for the Charges by applying the Rates in accordance with Section 6.1.

ARTICLE 5

ATTACHMENT #1

SALE AND PURCHASE

(a) OUC shall at its cost and expense sell and deliver Wholesale Electric Service (i) to the Delivery Point(s) and (ii) in the event of a problem or limitation affecting OUC transmission system, to such alternate delivery points as OUC, with commercially reasonable efforts, can arrange to accept delivery of the Wholesale Electric Service. Mount Dora shall purchase and receive Wholesale Electric Service at the Delivery Point(s) or alternate delivery points (as applicable) during the Term. The Charges and Rates for such sale and purchase shall be as set forth in Section 6.1.

(b) The Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy sold and delivered by OUC to Mount Dora hereunder shall be three phase, 60 hertz alternating current having a nominal voltage as specified by and otherwise in accordance with interconnection protocols.

ARTICLE 6

PRICE AND BILLING

Section 6.1 Billing for Services

For the Wholesale Electric Service that OUC delivers to the Delivery Point(s), OUC shall deliver an invoice to Mount Dora and Mount Dora shall pay OUC the following Charges as follows:

(a) Monthly Demand Charge

The Demand Rate as set forth in Appendix A multiplied by the Monthly Wholesale Electric Capacity.

(b) Monthly Fuel Energy Charge

The Fuel Energy Rate as set forth in Appendix A.1.01 or A.1.02 multiplied by the Monthly Wholesale Electric Energy. Mount Dora will have the option to select the Fuel Energy Rate (Appendix A.1.01 System Energy Rate or Appendix A.1.02 Gas Index) calculation for Monthly Fuel Energy Charge at the Effective Date initially, and then on or before November 1, each calendar year thereafter for the following calendar year in which the rate will apply. The invoice shall have sufficient detail for Mount Dora to be able to calculate the Monthly Fuel Energy Charge.

(c) Monthly Non-Fuel Energy Charge

The Non-Fuel Energy Rate set forth in Appendix A multiplied by the Monthly Wholesale Electric Energy.

(d) Monthly Ancillary Service Charge

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The monthly Ancillary Services Charge shall be the sum of the Ancillary Service Charges if any, as outlined in Appendix A and computed in accordance with Article 4.2(c).

(e) Delivery Costs.

The monthly charges (if any) for Delivery Costs.

Section 6.2 Payment

(a) On or before the tenth (10th) day following the end of each calendar month in which OUC provides Mount Dora with Wholesale Electric Service, OUC shall calculate the amount due and payable by Mount Dora for Wholesale Electric Service delivered in such prior month in accordance with this Article 6. The amount payable shall be calculated as the sum of the Demand Charge, the Fuel Energy Charge, the Non-fuel Energy Charge, Ancillary Services Charge and Delivery Costs (if any) for the prior month and shall be itemized on the monthly invoice along with any other information and detail reasonably requested by Mount Dora.

(b) Unless otherwise specified herein, payments due under this Agreement shall be due and payable by wire transfer, on or before the later of the fifteenth (15th) business day following receipt of the invoice or the twenty-fifth day of the calendar month in which the invoice is received (the "Payment Date")

(c) If an amount owed is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based upon the annual interest rate equal to the prime lending rate plus 100 basis points as published on the date of the invoice in the Wall Street Journal (or, if the Wall Street Journal is not published on that day, the next succeeding date of publication) ("Interest Rate"). If the due date occurs on a weekend or holiday, the late payment charge shall begin to accrue on the next succeeding business day and shall cease accruing on the day prior to payment. Disputes relating to invoicing shall be resolved in accordance with the pre-litigation procedures set forth in Article 19.

(d) In the event an invoice or portion thereof is disputed, the disputing Party shall provide notice of the dispute to the other Party and detail therein the basis for the dispute and its proposed correction or adjustment to the invoice within fifteen (15) business days of receipt of the disputed invoice. Representatives of the Parties shall promptly confer in person or telephonically in a good faith attempt to resolve the dispute within five (5) business days of the notice of dispute. If a correction of or adjustment to the disputed invoice is agreed upon, a revised invoice shall be promptly issued. Payment of the disputed portion shall be made under protest when due, with notice of the objection given to the other Party. Any invoice dispute shall be in writing and shall state the basis for the dispute. Upon resolution of the dispute in accordance with this paragraph or Article 19, any required refund shall be made within five (5) business days of such resolution along with interest accrued at the Interest Rate from and including the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent

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payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment.

Section 6.3 Taxes, Fees and Levies, and Sales for Resale

(a) OUC shall be obligated to pay all present and future taxes, fees and levies that may be assessed upon OUC by any governmental authority not controlling or controlled by OUC on the sale to Mount Dora of Wholesale Electric Service or any component thereof. OUC shall promptly notify Mount Dora of the commencement of any legislative, regulatory, administrative or other governmental action, of which it becomes aware, imposing such taxes, fees and/or levies upon the sale of Wholesale Electric Service. Each such tax, fee and levy shall be identified in a separate line item on the monthly invoice from OUC to Mount Dora for Wholesale Electric Service. To the extent OUC incurs an increase in taxes, fees and/or levies which can be wholly attributable to the provision of Wholesale Electric Service to Mount Dora under this Agreement, Mount Dora shall be responsible for payment of any such increase; however, an industry-wide increase in taxes, fees and/or levies shall not automatically be the responsibility of Mount Dora. Any such industry-wide Increase would be subject to Section 21.11 hereof. In the event of the imposition of any such taxes, fees or levies on the sale of Wholesale Electric Service hereunder, each Party shall use reasonable efforts to minimize all such taxes, fees or levies so long as neither Party is materially adversely affected by such efforts and no such measures will create a subsidy for Mount Dora by OUC's retail or other wholesale customers or a subsidy by Mount Dora of OUC's retail or other wholesale customers.

(b) All Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity delivered by OUC to Mount Dora hereunder shall be sales for resale by Mount Dora. Mount Dora shall obtain and provide OUC with any certificates reasonably requested by OUC to evidence that the deliveries hereunder are sales for resale.

Section 6.4 Audit Rights.

Each Party has the right, after reasonable notice, at its sole expense and during normal business hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any invoice, bill, statement, Charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the quantity of Wholesale Electric Service delivered at the Delivery Point or Metering Point. If any such examination reveals any inaccuracy in any invoice, bill or statement, the necessary adjustments in such invoice, bill or statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; provided, however, that no adjustment for any invoice, bill statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

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ARTICLE 7

SERVICE FACILITIES AND METERING

Section 7.1 Metering Points

The Monthly Wholesale Electric Energy, Monthly Wholesale Electric Capacity and (if applicable) Ancillary Services shall be measured primarily by DEF Transmission Meters and back-up measurement by Mount Dora SCADA equipment, which metering equipment shall constitute the basis of measuring demand and energy and the computation of bills for energy consumption (Billing Meters). Mount Dora shall provide output of SCADA meters to OUC at Mount Dora's cost. In addition, Mount Dora shall provide OUC a copy of DEF monthly transmission invoices which include hourly load data for the Mount Dora system.

Section 7.2 Witness Rights

The Parties intend, subject to the extent of their rights under agreements with third-party meter owners, that each Party shall have the right in the presence of a representative of the Billing Meter owner and the other Party, to read and check the Billing Meters and /or associated metering equipment, for any reason, including when there is any dispute or disagreement as to the correctness of the readings or the accuracy of the Billing Meters or metering equipment. In the event of such dispute or disagreement, the Parties shall, subject to the applicable rights and obligations of Mount Dora under the DEF Transmission Agreement, within five (5) business days of notice of such dispute, retain a mutually agreeable independent inspector to test the Billing Meters and metering equipment per industry standards. The fees, costs and expenses of such test and inspection shall be borne equally by the Parties. The determination of the independent inspector as to the correctness of the reading of the Billing Meter and adjustments, if any, that are required to be made thereto, shall be rendered within thirty (30) days of referral of the dispute or disagreement, shall be in writing and shall be accepted by the Parties as final. The Parties agree that the Billing Meters and metering equipment will be considered accurate for purposes of billing and invoicing hereunder provided calibration is within the meter accuracy threshold set forth in the DEF Transmission Agreement, fast or slow, of accuracy. Should any meter be beyond this range of accuracy, an adjustment shall be made pursuant to Section 7.6(b). Mount Dora reserves the right to install at its cost an RTU or other instrumentation allowing Mount Dora to receive real-time load signals to verify the Wholesale Electric Service provided under this Agreement.

Section 7.3 Ownership and Maintenance of Meters

Billing Meters owned by Mount Dora shall be maintained in accordance with Prudent Utility Practice and the terms of the DEF Transmission Agreement. Mount Dora will use reasonable commercial efforts under the DEF Transmission Agreement to cause Billing Meters owned by DEF to be maintained in accordance with Prudent Utility Practice and the terms of such agreement.

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Section 7.4 Meter Testing

Billing Meters used to measure the delivery of Monthly Wholesale Capacity and Monthly Wholesale Energy hereunder will be tested and maintained in accordance with the applicable terms and conditions of the DEF Transmission Agreement. Mount Dora shall, to the extent of its rights under the DEF Transmission Agreement, extend to OUC the rights of Mount Dora to observe meter testing and inspection.

Section 7.5 Check Meters

If no DEF meters are available for use as back-up Billing Meters, Mount Dora shall have the right to install at its own expense, backup metering devices ("Mount Dora's Back-Up Metering") which installation shall be reasonably acceptable to OUC and shall be maintained consistent with Prudent Utility Practice. OUC, at its own expense, shall have the right to inspect and test Mount Dora's Back-Up Metering upon installation and at least annually thereafter. OUC shall provide Mount Dora with reasonable advance notice of, and permit a representative of Mount Dora to witness and verify, such inspections and tests, provided that Mount Dora shall not unreasonably interfere with or disrupt the inspection and testing activities of OUC and OUC shall comply with all of Mount Dora's safety standards.

Section 7.6 Accuracy of Meters; Billing Adjustments

If a Billing Meter fails to register, or if the measurement made by a Billing Meter is found upon testing to be inaccurate by more than the meter accuracy threshold set forth in the DEF Transmission Agreement, an adjustment shall be made correcting all measurements by the inaccurate or defective Billing Meter, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

- (a) In the event that the primary Billing Meter is found to be defective or inaccurate, the Parties shall use the back-up Billing Meter or Mount Dora's Back-up Metering, if installed, to determine the amount of such inaccuracy, provided that Mount Dora's Back-Up Metering has been tested and maintained in accordance with the provisions of Section 7.5. In the event that the Billing Meter, the back-up Billing Meter and the Mount Dora Backup Meters fail, the Parties shall estimate the amount of the necessary adjustment during periods of similar operating conditions when the Billing Meter was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.
- (b) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (i) the last one-half of the period from the last previous test of the Billing Meter to the test that found the Billing Meter to be defective or inaccurate, or (ii) the ninety (90) days immediately preceding the test that found the Billing Meter to be defective or inaccurate.
- (c) To the extent that the adjustment period covers a period of deliveries for which billings have already been made by OUC, OUC shall use the corrected

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measurements as determined in accordance with this Article 7 to compute the adjustment necessary for the period of the inaccuracy and shall adjust billing for this period from such recomputed amount in the next monthly bill after the error is identified, and to the extent that OUC has overbilled Mount Dora for Wholesale Electric Services hereunder, accrued interest on the amount of any overpayments by Mount Dora shall be computed at the Interest Rate from the date OUC received such overpayment by Mount Dora until refunded or (if requested by Mount Dora, credited) against future payment.

ARTICLE 8

ACCESS OF OUC

OUC shall have the right to enter upon the premises of Mount Dora where the Billing Meter and the Mount Dora's Back-up Metering are installed at all reasonable times for the purpose of reading meters, inspecting or repairing apparatus used in connection with the service, removing its property and/or any other purpose to carry out the work of OUC in connection with the delivery of Wholesale Electric Service provided for herein. OUC shall provide advance notice (reasonable under the circumstances) to Mount Dora of its intent to enter upon the premises of Mount Dora and shall describe in such notice the activities or work to be performed, the schedule for the performance of the activities or work and the personnel and contractors who will be performing such activities or work. OUC shall comply with Mount Dora's rules and policies with respect to safety, security and confidentiality and any work or activities shall be performed in a manner consistent with the requirements, conditions or limitation set forth in any interconnection agreement between Mount Dora and DEF. OUC shall assume all liability for damage to property or personal injury, disease or death caused by the negligence or intentional misconduct of OUC or its contractors. All contractors shall procure or maintain customary insurance coverages if they are not additional insureds or otherwise covered under OUC's policies of insurance.

ARTICLE 9

CONTINUITY OF SERVICE

Section 9.1 Interruptions.

OUC shall supply and deliver Wholesale Electric Service hereunder to the Delivery Point(s) on a firm basis with priority equal to that of OUC's Firm Load. OUC shall not be responsible for any failure to deliver Monthly Wholesale Electric Capacity and Monthly Wholesale Electric Energy due to (a) transmission system operations outside of OUC's transmission system or (b) interruptions of transmission service within OUC's transmission system if initiated by the FRCC security coordinator. OUC disclaims any liability for third-party claims arising out of any failure to supply Wholesale Electric Service hereunder, or for interruption, reversal or abnormal voltage of the supply, unless such failure, interruption, reversal or abnormal voltage is the result of gross negligence or intentional misconduct on its part, and any liability of OUC for any claims arising out of gross negligence or intentional misconduct of OUC in the supply by OUC of Wholesale Electric Service and any such liability of OUC shall be limited to Two Million Dollars, per occurrence.

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Section 9.2 Capacity Shortfalls.

In the event of an OUC capacity shortfall that requires load interruption, OUC shall effect load interruption of OUC Firm Load and Mount Dora retail customers on a pro rata basis showing no adverse distinction between Mount Dora and OUC's Firm Load.

Section 9.3 Shortfall Notification.

OUC will promptly inform Mount Dora as soon as possible under the circumstances upon becoming aware of any event, occurrence or circumstance that will result in load shedding or otherwise cause a material reduction or an interruption or suspension of delivery of Wholesale Electric Service to Mount Dora.

ARTICLE 10

DELIVERY VOLTAGE

The delivery voltage at each Delivery Point(s) shall be as agreed between DEF and OUC. OUC and Mount Dora shall maintain close coordination with respect to future delivery points in the interests of system reliability. Each party shall endeavor, to the extent practicable, to keep the other party advised of significant developments related to their respective power supply facilities.

ARTICLE 11

DELIVERY AND LOSSES

Section 11.1 Delivery

Quantities of Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity necessary to meet the Load Obligations shall be delivered by OUC to Mount Dora at the Delivery Point(s). Title to and risk of loss related to the Wholesale Electric Service shall transfer from OUC to Mount Dora at the Delivery Point free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point. OUC shall not incur any expense or risk beyond the Delivery Point(s) and Mount Dora shall not incur any expenses or risk up to and at the Delivery Point.

Section 11.2 Losses

Losses for Monthly Wholesale Electric Energy between the Delivery Point(s) and the Metering Points for Mount Dora's electric distribution system shall be determined in accordance with DEF's approved transmission tariff. OUC will provide for losses on its own system. OUC will determine losses to the Delivery Point(s) in accordance with its approved tariff. Mount Dora will be responsible for losses between the Delivery Point and the Metering Point.

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ARTICLE 12

CONDITIONS PRECEDENT

Section 12.1. Conditions to Obligations of Mount Dora.

The obligations of Mount Dora under this Agreement to purchase and receive Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction of each of the following conditions on or before December 31, 2020, any one or more of which may be waived only in writing, in whole or in part, by Mount Dora:

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of OUC contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (a) for changes contemplated by this Agreement and (b) where the failure to be true and correct will not have a material adverse effect on Mount Dora's rights, remedies or benefits under this Agreement; and (ii) OUC shall have performed and complied with, in all material respects, its obligations that are to be performed or complied with by it hereunder prior to or on the Effective Date.

(b) No Material Adverse Change. No change in the business, properties, assets, generation resources, transmission system, financial condition, results of operations or prospects of OUC shall have occurred and be continuing or with the passage of time, the giving of notice or both, shall be reasonably likely to occur which have a material adverse effect on OUC's ability to perform its obligations under this Agreement.

(c) Absence of Litigation. No claims, actions, suits, investigations, grievances, arbitrations or proceedings shall be pending or threatened against Mount Dora or OUC with respect to the transactions contemplated hereunder or the adverse outcome of which would have a material adverse effect on the ability of Mount Dora or OUC to perform its respective obligations under this Agreement.

(d) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received.

Section 12.2. Conditions to Obligations of OUC.

The obligations of OUC under this Agreement to sell and delivery Wholesale Electric Service shall commence on the Service Date, and such obligations are subject to the fulfillment and satisfaction, on or before the dates indicated, of each of the following conditions, any one or more of which may be waived only in writing, in whole or in part, by OUC:

ATTACHMENT #1

(a) Representations, Warranties and Covenants True at the Effective Date.

(i) All representations and warranties of Mount Dora contained in this Agreement shall be true and correct in all material respects when made and at and as of the Effective Date and at and as of the Service Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), except (a) for changes contemplated by this Agreement and (b) where the failure to be true and correct will not have a material adverse effect on OUC's rights, remedies or benefits under this Agreement; and (ii) Mount Dora shall have performed and complied with, in all material respects, its respective obligations that are to be performed or complied with by them hereunder prior to or on the Effective Date or the Service Date (as applicable).

(b) Required Approvals. All the approvals and authorizations set forth in Appendix B hereto, shall have been received on or before December 31, 2020.

(c) Legal Opinions. OUC shall have received from counsel to Mount Dora an enforceability opinion, dated as of the Effective Date.

(d) No Material Adverse Change. No material adverse change in the Load Obligation, electric facilities, electric business, financial condition, results of operations or prospects of Mount Dora shall have occurred and be continuing, or with the passage of time, the giving of notice or both, shall be reasonably likely to occur as of the Service Date.

(e) Absence of Litigation/Legislative Action. No claims, actions, suits, grievances, investigations, arbitrations or proceedings shall be pending or threatened against Mount Dora or OUC with respect to this Agreement which might have a material adverse effect on the ability of Mount Dora or OUC to perform its respective obligations under this Agreement.

(f) PSC Regulation. No new law shall be pending or passed which would cause OUC to become regulated by the Florida PSC by virtue of its service duties under this Agreement or increase the cost to OUC of providing non-fuel energy and capacity to Mount Dora.

(g) Firm Transmission Service. Mount Dora has obtained Firm Transmission Service from DEF no later than December 1, 2020 or such later date mutually agreeable to the Parties.

Section 12.3. Coordination.

Mount Dora and OUC shall cooperate with each other and use all commercially reasonable efforts to (a) promptly prepare and file all necessary documentation, (b) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, and (c) obtain all necessary consents, approvals and authorizations, including those of other parties necessary or advisable to consummate the transactions contemplated by this Agreement, all of which are set forth in Appendix B.

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Each Party shall keep the other Party reasonably apprised of the status of the conditions precedent to the occurrence of the Service Date applicable to it. The Parties shall reasonably coordinate so that subject to the satisfaction of other prior conditions, the certificates and opinions to be delivered by a Party hereunder in connection with the Effective Date have been provided by the Effective Date.

ARTICLE 13

TERMINATION PRIOR TO SERVICE DATE

Section 13.1. Termination Prior to Service Date.

(a) If the conditions precedent to Mount Dora's and OUC's obligations hereunder set forth in Article 12 hereof have not been satisfied or waived on or prior to the express date specified therein or December 31, 2020 (or with respect to the condition 12.2(g) by January 1, 2021) notwithstanding the reasonable effort of the Party to satisfy or waive the condition, then at any time thereafter, either Party may terminate this Agreement on written notice of termination to the other Party, without any liability or obligation of any Party to the others as a result of such termination, unless prior to the delivery of any such written notice of termination the condition or conditions precedent which had not been satisfied are satisfied.

(b) If the Agreement is terminated by OUC pursuant to Section 12.2 or by Mount Dora under 12.1, then the following shall apply:

(i) If OUC exercises its right to terminate this Agreement under Section 12.2, then neither Party shall thereafter have any further obligations to the other hereunder.

(ii) If Mount Dora terminates this Agreement pursuant to Section 12.1 then OUC shall thereafter (a) have no further obligations hereunder and (b) shall have the right to require Mount Dora to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

Section 13.2. Notice of Termination Prior to Service Date.

Each Party shall notify the other Party promptly if any information comes to its attention prior to the Effective Date or prior to the Service Date, as applicable that it believes will potentially excuse such Party from the performance of its obligations under this Agreement or might reasonably cause any condition set forth in Article 12 not to be satisfied on or prior to the Service Date.

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ARTICLE 14

REPRESENTATIONS AND WARRANTIES

Section 14.1. General Representations and Warranties.

Each Party hereby represents and warrants to the other that:

(a) It is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and is duly qualified to do business in all jurisdictions where such qualification is required.

(b) It has full power and authority to enter this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary municipal and other action and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle any party (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a Party or by which it is bound.

(c) To the best of each Party's knowledge, the execution, delivery and performance of this Agreement will not result in any violation of any law, rule or regulation applicable to it. It is not a Party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement or may materially and adversely affect the business, property, financial condition, results of operations or prospects of such Party.

(d) This Agreement is a valid and binding obligation, enforceable in accordance with its terms, except as (i) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and (ii) the remedy of specific performance and injunctive relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(e) Except for those approvals listed in Appendix B and filing of this Agreement as required under Section 163.01(11), Florida Statutes and approval of a firm transmission service agreement between Mount Dora and DEF by the FERC, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority or other person is required for the execution, delivery and performance by such Party of this Agreement and the consummation by such Party of the transactions contemplated hereby. No consent or waiver of any party to any contract to which such Party is a party or by which it is bound is required for the execution, delivery and performance by such Party of this Agreement that has not been or will by the Effective Date have been duly obtained.

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(f) There is no action, suit, grievance, arbitration or proceeding pending or, to the knowledge of such Party, threatened against or affecting such Party at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs its ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby. Such Party has not received written notice of and otherwise is not aware of any such pending or threatened investigation, inquiry or review by any governmental entity.

Section 14.2. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE PROVISION OR RECEIPT OF WHOLESALE ELECTRIC SERVICE HEREUNDER, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

ARTICLE 15

SECURITY

Section 15.1. OUC Security

OUC shall maintain a rating on senior unsecured debt securities of OUC by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to Mount Dora of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to Mount Dora senior unsecured debt securities, if any, whichever is lower. In the event that OUC's credit rating fails to meet said credit standing by two or more of such rating agency ratings and drops below Mount Dora's ratings, and OUC fails to restore its credit rating to said standing within 12 months after its rating has fallen, OUC shall notify Mount Dora thereof and shall upon request by Mount Dora provide a Letter of Credit, cash or bond sufficient to assure OUC's due performance under this Agreement.

Section 15.2. Mount Dora Security

The Mount Dora shall maintain a rating on senior unsecured debt securities of Mount Dora, if any such securities are rated, by Standard and Poor's Corporation, Moody's Investors Service, Inc., Fitch IBCA or another nationally recognized rating service reasonably acceptable to OUC of BBB+ (Standard and Poor's), Baa1 (Moody's) or BBB+ (Fitch) or its equivalent, or a rating equivalent to OUC senior unsecured debt securities, whichever is lower. In the event that Mount Dora issues any senior unsecured debt securities and the rating on such securities falls below two or more of such rating agency ratings and drops below OUC's ratings and Mount Dora fails to restore its credit

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rating to such specified minimum rating standing within 12 months after its rating has fallen below the rating described above, Mount Dora shall within ninety (90) days of a written request by OUC therefor provide a Letter of Credit, cash or bond or other assurances reasonably sufficient to assure Mount Dora's due performance of its purchase and payment obligations under this Agreement.

ARTICLE 16

EVENTS OF DEFAULT

Section 16.1. Events of Default by OUC.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to OUC:

- (a) OUC shall fail to pay any amounts to be paid by OUC hereunder to Mount Dora and such failure shall continue for a period of more than ten (10) days after notice by Mount Dora.
- (b) A default shall occur in the performance of any other material covenant or condition to be performed by OUC hereunder (other than a default specified in Section 16.1(a)) and such default shall continue unremedied for a period of thirty (30) days after notice from Mount Dora specifying the nature of such default; provided, however, that if such default (other than the failure to make payments when due) cannot reasonably be remedied by OUC within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, OUC shall have up to an additional ninety (90) days to remedy the default.
- (c) A custodian, receiver, liquidator or trustee of OUC or of all or substantially all of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or OUC makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or OUC is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against OUC; or all or substantially all of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against OUC under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.
- (d) OUC files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of OUC or all or substantially all of the property of either.

Section 16.2. Events of Default by Mount Dora.

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Any one or more of the following shall constitute an "Event of Default" hereunder with respect to Mount Dora:

(a) Mount Dora shall fail to pay any amounts to be paid by Mount Dora hereunder to OUC and such failure shall continue for a period of more than ten (10) days after notice by OUC.

(b) Default shall occur in the performance of any material covenant or condition to be performed by Mount Dora hereunder (other than a default specified in Section 16.2 (a)) and such default shall continue unremedied for a period of thirty (30) days after notice from OUC specifying the nature of such default; provided, however, that if such default cannot reasonably be remedied by Mount Dora within thirty (30) days, subject to commencement of action to remedy the default within such thirty (30) day period, Mount Dora shall have up to additional ninety (90) days to remedy the default.

(c) A custodian, receiver, liquidator or trustee of Mount Dora or of all or substantially all of either of their property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or Mount Dora makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or Mount Dora is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against Mount Dora; or all or substantially all of the material property of Mount Dora is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against Mount Dora under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing.

(d) Mount Dora files a petition in voluntary bankruptcy or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of Mount Dora or all or substantially all of its property.

Section 16.3. Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right to (i) invoice and collect all amounts then due to it from the defaulting Party hereunder (subject to any applicable limitation of liability or cap on damages), and (ii) terminate this Agreement at any time during the continuation of such Event of Default upon written notice to the defaulting Party. Notwithstanding any other provision of this Agreement, after the occurrence of an Event of Default and for so long as the Event of Default is

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continuing and has not been cured, the non-defaulting Party shall have the right, upon written notice to the defaulting Party, to suspend all performance under this Agreement until such Event of Default has been cured. If Mount Dora is the defaulting Party and, by reason of Mount Dora's default, OUC is not receiving all or a portion of the Monthly Wholesale Electric Energy and Monthly Wholesale Electric Capacity or associated payments in accordance with the terms hereof, then OUC shall have the right, but not the obligation, during the continuation of such default and prior to any termination of this Agreement to discontinue Wholesale Electric Service to Mount Dora upon five (5) days prior notice of such intent and remarket such energy until such time as the Event of Default is remedied.

b) If Mount Dora terminates this Agreement as a result of the occurrence of an Event of Default by OUC, then Mount Dora shall thereafter have no further obligations hereunder and shall have all rights and remedies available to it under applicable law, including the right to recover damages and shall thereafter have no further obligations hereunder other than (upon OUC's request) assume OUC's rights, and further obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's express, prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

c) If OUC terminates this Agreement as a result of the occurrence of an Event of Default by Mount Dora, then OUC shall thereafter (a) have no further obligations hereunder and shall have all rights and remedies available to it hereunder and under applicable law, including the right to recover damages and (b) to have the right to require Mount Dora to assume OUC's rights, obligations and liabilities under any or all contracts entered into by OUC with Mount Dora's express, prior written approval solely for the purpose of providing electric energy and capacity to Mount Dora under this Agreement.

d) The remedies provided for in this Section 16.3 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise). The remedies provided for in this Section 16.3 shall be subject to the limitations of liability and caps on damages set forth in Article 17.

ARTICLE 17

LIMITATION OF LIABILITY

Section 17.1. No Consequential Damages. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, NO PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER INDEMNITY PROVISIONS OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, COST OF CAPITAL; LOSS OF USE, LOSS OF GOODWILL, REPLACEMENT POWER OR CLAIMS OF CUSTOMERS, UNLESS SUCH DAMAGES ARE A COMPONENT OR ELEMENT OF A CLAIM THAT IS SUBJECT TO INDEMNIFICATION HEREUNDER AND COVERED UNDER A

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PRIMARY POLICY OF LIABILITY INSURANCE, IF ANY, ISSUED BY A THIRD PARTY SURETY.

Section 17.2. Aggregate Cap on Liability. NOTWITHSTANDING ANY PROVISION IN THIS AGREEMENT TO THE CONTRARY, THE TOTAL AGGREGATE LIABILITY OF OUC TO MOUNT DORA AND OF MOUNT DORA TO OUC UNDER THIS AGREEMENT, WHETHER BASED ON CLAIMS ARISING UNDER TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF RECOVERY, SHALL NOT EXCEED THE FOLLOWING:

- I. FOR EITHER PARTY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 1;
- II. FOR OUC, WHERE MOUNT DORA CAN DEMONSTRATE OUC HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING MORE FAVORABLE MARKET SALES FOR ENERGY OR CAPACITY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 2 ;
- III. FOR MOUNT DORA, WHERE OUC CAN DEMONSTRATE MOUNT DORA HAS BREACHED THIS AGREEMENT FOR PURPOSES OF PURSUING MORE FAVORABLE MARKET PURCHASES FOR WHOLESALE ENERGY OR CAPACITY, THE AMOUNT(S) SET FORTH IN APPENDIX D, Table 2.

ARTICLE 18

INDEMNIFICATION

Section 18.1. Indemnification by OUC.

To the extent permitted by Florida law and subject to the limitations set out in Article 17, OUC shall indemnify, defend and hold harmless Mount Dora and its respective officials, officers, directors, agents, representatives and employees from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

- (a) any willful misconduct or illegal acts of OUC;
- (b) any damages awarded against Mount Dora in a Claim by a third party to the extent arising from the negligent acts or omissions of OUC or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 18.2. Indemnification by Mount Dora.

To the extent permitted by Florida law and subject to the limitations set out in Article 17, Mount Dora shall indemnify, defend and hold harmless OUC, its officers, directors, agents, employees and Affiliates from and against any and all loss, costs, expense, claims, demands, liabilities (including reasonable attorneys' fees), judgments, fines, settlements and other amounts arising from any and all Claims relating to or arising out of:

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- (a) any willful misconduct or illegal acts of Mount Dora;
- (b) any damages awarded against OUC in a Claim by a third party to the extent arising from the negligent acts or omissions of Mount Dora or any of its agents or employees in exercising its rights or performing its obligations hereunder after the Effective Date.

Section 18.3. Sovereign Immunity Not Waived.

Nothing in this Agreement shall be construed or applied as a waiver of either Party's sovereign immunity against third party tort claims, including those rights and limitations of liability under s. 768.28, F.S., as it may be amended. If a Party pursues indemnity or a hold harmless/defense from the other in connection with a third-party tort claim, then the party from whom indemnity is sought shall have the right to assert against any such third-party claimant, the defense of sovereign immunity on behalf of both the indemnitor and the indemnitee.

ARTICLE 19

DISPUTE RESOLUTION

Section 19.1. Resolution By Officers of the Parties.

Except as otherwise expressly, specifically set forth herein, in the event of any dispute between the Parties as to a matter referred to herein or as to the interpretation of any part of this Agreement, including this Section 19.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement or as to the calculation of any amounts payable under this Agreement, the Parties shall refer the matter to their respective duly authorized representatives, for resolution. Should such representatives of the respective Parties fail to resolve the dispute within forty-five (45) days from such referral, the Parties agree that any such dispute shall be first referred to non-binding mediation in accordance with Section 19.2. Should mediation be unsuccessful within the times specified in Section 19.2, the Parties may pursue any legal or equitable remedies available under Florida law.

Section 19.2. Mediation Procedures.

A Party submitting a dispute to non-binding mediation (the "Requesting Party") shall do so by delivering to the other Party a notice demanding or requesting, as the case may be, mediation of the dispute and naming three acceptable mediators. Within ten (10) days after the receipt of the notice from the Requesting Party, the other Party shall, in writing, serve upon the Requesting Party a notice of acceptance of one of the three mediators provided or offer three alternate mediators for consideration. Within five (5) days, the Parties shall confer and mutually agree and appoint a mediator from the lists provided. To the extent practicable, the mediator shall have special competence and experience with respect to the subject matter of the dispute(s). No mediator appointed shall have the power to render any binding or enforceable award, order, decree or disposition or amend or add to this Agreement. Within ten (10) days after the mediator is appointed, a time and date for the mediation shall be scheduled

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and documented in writing. The mediator thereupon shall proceed promptly to hear and facilitate an amiable resolution of the controversy. If mediation is successful, any settlement achieved through mediation shall be confidential to the extent permissible under Florida law and not in violation of the Florida Statute 119 and made in writing and in duplicate, and one copy shall be delivered to each of the Parties. Each Party shall pay the costs of its own counsel and share equally the fee and cost of the mediator.

Section 19.3. Settlement.

If the resolution of the dispute and the terms of any settlement agreement, amendment to the Agreement or other document or instrument executed in connection therewith will require the approval of the Board of a Party, a request for such approval shall be promptly submitted for the Board's consideration. Once accepted by the Parties, the decision of the mediator and any award made hereunder shall be binding upon each Party and the successors and assigns and any trustee or receiver of each Party.

Section 19.4. Legal Remedies.

If mediation is unsuccessful, either Party may pursue any legal rights and remedies made available under Florida Law. The Parties agree that the exclusive venue for any dispute arising hereunder that is not resolved through the dispute resolution procedures set forth in Section 19.1 and 19.2 shall be the State Circuit Court in Lake County, Florida.

Section 19.5. Continued Performance.

Except to the extent a Party has the right to suspend performance under Section 16.3 hereof, no dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the outcome of the mediation process or a decision by the Florida courts.

ARTICLE 20

FORCE MAJEURE

Section 20.1. Force Majeure Standard.

A Party shall be excused from performing its obligations under this Agreement and shall not be liable in damages or otherwise, if and only to the extent that it is unable to so perform or is prevented from performing by an event of Force Majeure.

Section 20.2. Force Majeure Definition.

An event of "Force Majeure" means an event or circumstance that prevents or unduly frustrates the performance by a Party of its obligations under this Agreement (other than the duty to make payments when due, which shall not be excused by Force Majeure) which is not within the reasonable control of, or the result of the negligence of, such Party and which by the exercise of due diligence such Party is unable to overcome or avoid. Force Majeure includes, without limitation, hurricanes, tornadoes, flood, lightning, drought, earthquake, fire, explosion, terrorist attack, civil disturbance, strikes, acts of God, acts of the public enemy, orders, directives (including the state

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security coordinator), restraints and requirements of the government and governmental agencies, either federal, state or local, civil or military, or any other cause beyond a Party's control. Force Majeure shall not include (i) events affecting the cost of operating any generating facility, (ii) changes in market conditions which cause the price of energy or capacity to fluctuate including, without limitation, weather, fuel prices and supply and demand, or (iii) the inability of a Party to make a profit or avoid a loss in performing its obligations under this Agreement.

Section 20.3. Obligation to Diligently Cure Force Majeure.

If a Party shall rely on the occurrence of an event of Force Majeure as a basis for being excused from performance of its obligations under this Agreement, then such Party shall:

- (a) Provide written notice to the other Party promptly but in no event later than five (5) days of the occurrence of the event or condition giving an estimation of the expected duration and the probable impact on the performance of its obligations hereunder;
- (b) Exercise all reasonable efforts to continue to perform its obligations hereunder;
- (c) Expeditiously take reasonable action to correct or cure the event or condition excusing performance, provided that settlement of strikes or other labor disputes shall be completely within the sole discretion of the affected Party; and
- (d) Exercise all reasonable efforts to mitigate or limit damages to the other Party to the extent such action shall not adversely affect its own interests.

ARTICLE 21

MISCELLANEOUS

Section 21.1. Assignment; Successors and Assigns.

This Agreement shall inure to the benefit of and bind the respective successors and permitted assigns of the Parties, including any successor to any Party by consolidation, merger, or acquisition of all or substantially all of the assets of such Party. No assignment by any Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party in each case obtained (which in the case of an assignment by OUC shall include approval by the City Council of Mount Dora), which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the immediately preceding sentence, OUC or any permitted assignee of OUC may assign this Agreement as collateral security to any lender from time to time providing financing to OUC in connection with the transactions contemplated hereby, provided that OUC is not relieved of any obligation or liability hereunder as a result of such assignment. Mount Dora, at the cost and expense of OUC, shall execute and deliver such documents as may be reasonably requested by OUC which are necessary to accomplish any such assignment, transfer, pledge or other disposition of rights and interests to any such lender so long as Mount Dora's rights, remedies, benefits and

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privileges under this Agreement are not thereby materially altered, amended, diminished or otherwise impaired. Any assignments by any Party shall be in such form as to ensure that such Party's obligations under this Agreement will be assumed, accepted and honored fully and timely by any transferee, assignee or successor party.

Section 21.2. Notices.

With the exception of communications within the ordinary course of the day to day performance and administration of this Agreement, all notices, requests and other communications hereunder (herein collectively a "notice" or "notices") shall be deemed to have been duly delivered, given or made to or upon any Party if in writing and delivered by hand against receipt, or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next business day delivery or sent by email (with confirmation by return email) to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 21.2.

IF TO OUC:

Vice President, Electric & Water Production

100 W. Anderson Street

Orlando, Florida 32801

Tel: 407-423-9100

Facsimile: 407-275-4120

E-mail: WGillingham@ouc.com

With a copy to: Office of General Counsel

100 West Anderson Street

Orlando, Florida 32801

Tel: 407-423-9100

Facsimile: 407-434-2220

IF TO MOUNT DORA:

City Manager

510 N. Baker St.

Mount Dora, Florida 32757

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Tel: 352-735-7126

Email: hayesr@cityofmounddora.com

With a copy to: City Attorney
510 N. Baker Street
Mount Dora, Florida 32757
Email: ssutphen@bellroperlaw.com

The date of delivery of any such notice, request or other communication shall be the earlier of (i) the date of actual receipt or (ii) three (3) business days after such notice, request or other communication is sent by certified or registered mail, (iii) if sent by courier who guarantees next business day delivery, the business day next following the day such notice, request or other communication is actually delivered to the courier or (iv) the day actually emailed (with confirmation by return email if on a business day, and if not, then the first business day thereafter).

Section 21.3. Governing Law.

The rights and obligations of the Parties shall be construed and interpreted in accordance with the substantive law of the State of Florida without giving effect to its principles for choice of law.

Section 21.4. Confidentiality.

Each Party shall keep confidential, and shall not disseminate to any third party or use for any purpose other than the performance, administration, management and enforcement of this Agreement (except with the written authorization of the other Party), any information received from the other that is designated as confidential or proprietary by the other Party unless legally compelled by the Florida Public Records Act disclosure requirements, deposition, inquiry, request for documents, subpoena, civil investigative demand or similar process, or by order of a court or tribunal of competent jurisdiction or in order to comply with applicable rules or requirements of any stock exchange, government department or agency or other regulatory authority, or by requirements of any securities law or regulation or other legal requirement or as necessary to enforce the terms of this Agreement. The confidentiality requirements of this Section 21.4 shall survive the termination of this Agreement for a period of two (2) years. If any Party is compelled to disclose any confidential information of the other Party that is exempt from the disclosure requirements of the Florida Public Records Act, such Party shall provide the other Party with prompt notice of the requirement to disclose confidential information in order to enable the other Party, at such other Party's costs and expense, to seek an appropriate protective order or other remedy, and such Party shall consult with the other Party with respect to the other Party taking steps to resist or narrow the scope of any required disclosure. The Parties shall reasonably coordinate in the preparation and issuance of all publicity relating to this Agreement.

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Section 21.5. No Partnership.

Nothing contained in this Agreement shall be construed to create a partnership, joint venture or other legal relationship that may invoke fiduciary obligations between the Parties.

Section 21.6. Fees and Expenses.

Except as otherwise provided herein, Mount Dora and OUC shall each pay for its own costs, fees and expenses in connection with, or in anticipation of, this Agreement and the consummation of the transactions contemplated hereby.

Section 21.7. Captions.

The captions to sections throughout this Agreement and attachments and appendices hereto are intended solely for ease of reference and to facilitate reading and reference to all sections and provisions of this Agreement and such attachments and appendices. Such captions shall not affect the meaning or interpretation of this Agreement or such attachment or appendices.

Section 21.8. Entire Agreement and Amendments.

This Agreement and all of the attachments and appendices referred to herein sets forth the entire agreement of the Parties with respect to the subject matter herein and takes precedence over all prior discussions or understandings. This Agreement may not be amended, modified or changed except by an agreement in writing signed by the Parties.

Section 21.9. Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced to the minimum extent necessary to conform such provision to applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

Section 21.10. Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, upon the request of either Party, the other Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions and the intention of the Parties.

Section 21.11. Laws and Regulations; Changes in Law.

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This Agreement and the rights, obligations, and performances of the Parties under this Agreement are subject to all applicable state and federal laws, and to all duly promulgated orders and other duly authorized actions of governmental authorities having jurisdiction. Each Party hereto shall be responsible for taking all necessary actions to satisfy any regulatory and other requirements that may be imposed by any federal, state, or municipal statute, rule, regulation, or ordinance that may be in effect from time to time relative to the performance of such Party hereunder.

If and to the extent that, after the Effective Date of this Agreement, any laws or regulations which govern any transaction or duty of a Party contemplated herein shall change so as to (a) make this Agreement or any provision hereof unlawful, (b) subject either Party to regulation by the Florida PSC or (c) increase the cost to OUC of providing non-fuel energy and capacity to Mount Dora, then the affected Party may require the other to negotiate and use reasonable efforts to agree on such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes. If the Parties are unable to agree on terms, conditions or such other measures to prevent (x) the Agreement from being illegal, (y) a Party being subject to Florida PSC regulation or (z) a change in the cost of providing Wholesale Electric Service hereunder, then the affected Party(ies) may terminate this Agreement upon 180 day's prior written notice with no further obligation to the other.

Section 21.12. Counterparts.

This Agreement and any amendment or modification hereto may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement or instrument. This Agreement, as executed by the Parties, shall be filed in compliance with Section 163.01(11).

Section 21.13. Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa; the term "includes or including" shall mean "including, without limitation, references to an Article, Section, Appendix or Schedule shall mean an Article, Section, Appendix or Schedule of this Agreement; and the terms "hereof", "herein", "hereto", "hereunder" and "herewith" refer to this Agreement as a whole. Reference to a given agreement or instrument shall be a reference to that agreement or instrument as modified, amended, supplemented and restated through the date as of which such reference is made.

Section 21.14. Independent Relationship.

Unless specifically and expressly set forth herein to the contrary, nothing in this Agreement shall be construed or interpreted to make a Party or its employees or agents, the agent, representative or employees of the other Party.

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Section 21.15. No Third-Party Beneficiaries.

This Agreement shall not confer any rights or remedies upon any third party not a party hereto, except designated indemnitees and permitted assignees and successors.

Section 21.16. Waivers.

The failure of a Party hereto to exercise any right or remedy or enforce at any time any provision of this Agreement shall not be construed to be a waiver of such right, remedy or provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of a Party thereafter to exercise such right or remedy or enforce each and every such provision. In order to be enforceable, a waiver under this Agreement must be in writing, state that it is a waiver and be signed by an authorized representative of the Party to be bound thereby. Any waiver shall be subject to the terms, conditions and limitations thereof, and no waiver of any breach, default or non-performance of this Agreement shall be held to constitute a waiver of any other or subsequent breach, default or non-performance of this Agreement.

Section 21.17. Duty to Mitigate.

Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts consistent with Prudent Utility Practice to minimize any damages it may incur as a result of any other Party's breach, default or non-performance of this Agreement.

Section 21.18 Public Records.

(a) Pursuant to Florida Statutes, Section 119.0701:

IF YOU HAVE QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES, CHAPTER 119, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF MOUNT DORA'S CUSTODIAN OF PUBLIC RECORDS:

**CITY CLERK: GWEN JOHNS
510 NORTH BAKER STREET
MOUNT DORA, FL 32757
(352) 735-7126
JOHNSG@CITYOFMOUNTDORA.COM**

(b) OUC agrees to comply with public records laws, specifically to:

1. Keep and maintain public records required by the Mount Dora for the scope of this Agreement.
2. Upon request from Mount Dora's custodian of public records, provide Mount Dora with a copy of the requested records or allow the records to be

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inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.

3. Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of the contract OUC does not transfer the records to Mount Dora.

4. Upon completion of this contract, transfer, at no cost, to Mount Dora all public records in OUC's possession or keep and maintain the public records as required by Mount Dora. If OUC transfers all public records to the CITY upon completion of this contract, OUC shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If OUC keeps and maintains public records upon completion of the contract, OUC shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Mount Dora, upon request, in a format that is compatible with the information technology systems of Mount Dora.

Section 21.19 Use of Mount Dora Name, Logo, Seal, Flag and/or Letterhead

OUC may only use Mount Dora's name, logo, seal and/or flag with the express written permission of Mount Dora and consistent with any City of Mount Dora policy related to the same. In addition, OUC shall not use Mount Dora's letterhead, or any attempted rendition thereof, for issuing any correspondence related to this Agreement without the express written permission of Mount Dora. OUC is expressly permitted to utilize Mount Dora's name and/or logo for public forum reporting purposes to its Commission and for service-related marketing purposes.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement for All Requirements Purchase and Sale of Electric Energy and Capacity to be duly executed as an instrument under seal by their respective duly authorized representatives as of the date and year first above written.

Signatures on Following Pages

ATTACHMENT #1

Orlando Utilities Commission

By: 

Clint Bullock

General Manager and CEO

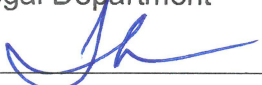
Date: 4-29-2020

Attest:


Name: ELIZABETH M. SHAWHAN
Title: ASSISTANT SECRETARY

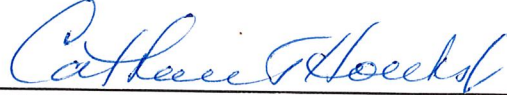
Approved as to form and legality,

OUC Legal Department

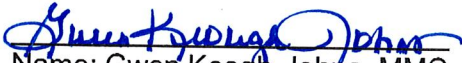
By: 

ATTACHMENT #1

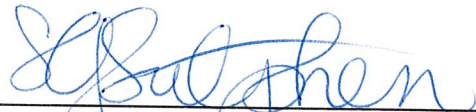
THE CITY OF MOUNT DORA

By: 
CATHERINE T. HOECHST
MAYOR
Date: march 3, 2020

Attest:


Name: Gwen Keogh-Johns, MMC
Title: City Clerk

Approved as to form and legality,
Attorney for the City of Mount Dora


Name: Sherry G. Sutphen
Title: City Attorney

ATTACHMENT #1

APPENDIX A

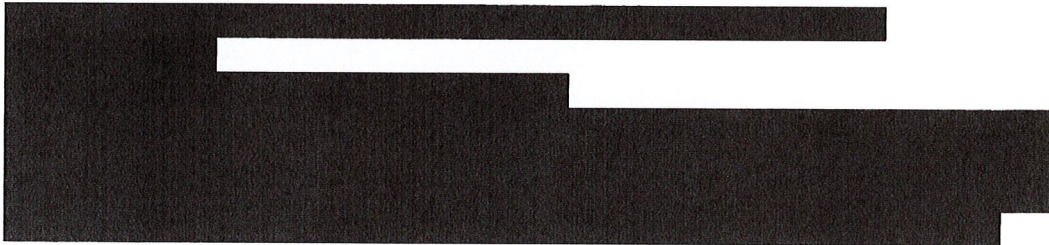
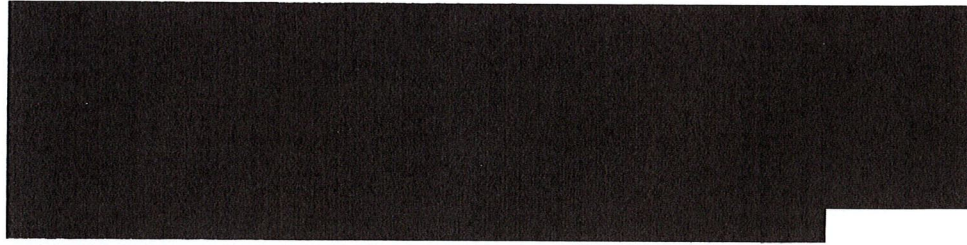
PRICING FOR WHOLESAL ELEC TRIC SERVICE

Section 1 Monthly Fuel Energy Rate

11/11/11

J. J. J. J.

ATTACHMENT #1



Section 2 Demand Rate. The Demand Rate will be as follows:

Section 3 Non-Fuel Energy Rate. 


Section 4 Ancillary Services

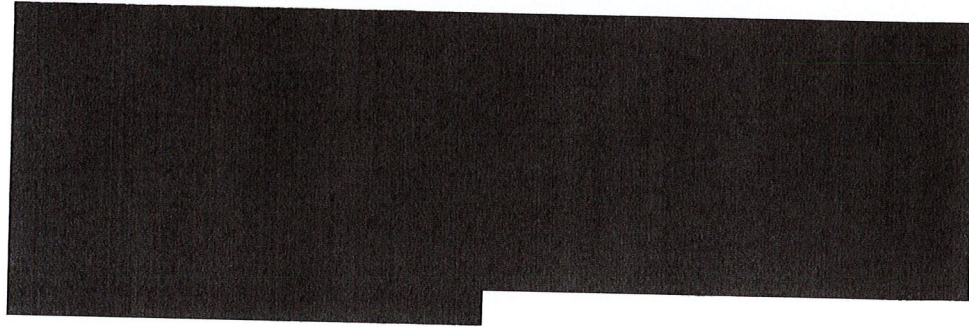
a) Ancillary Services associated with this Agreement, the provider or entity responsible for the service, and the billing methodology are outlined in Table below.

<u>Service</u>	<u>Provider</u>	<u>Billing Methodology</u>
Spinning Reserve Charges	OUC/FMPP	Paid by OUC
Solar Intermittency	OUC/FMPP	Proportionate share paid by Mount Dora per (Section 4 c) below
Load Following Service Charge	OUC/FMPP	Paid by OUC

ATTACHMENT #1

Generator Imbalance (Inadvertent Energy)	OUC/FMPP	Paid by OUC
---	----------	-------------

b) Calculation of Ancillary Services



ATTACHMENT #1

APPENDIX B

REQUIRED APPROVALS AND AGREEMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT #1

APPENDIX C

DELIVERY POINTS AND METERING

DELIVERY POINTS

Delivery Points shall be the interface between OUC and DEF transmission systems.

METERING POINTS

The Metering Points shall be the high voltage side of substation transformers in the Mount Dora system which may be measured at the low side of substation transformer and compensated for transformer losses .

ATTACHMENT #1

APPENDIX D

LIMITATION OF LIABILITY

1. The limitation of liability applicable to each of the Parties under Section 17.2(i) is as follows:

TABLE 1

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

2. The limitation of liability applicable to OUC under Section 17.2(ii) and applicable to Mount Dora under Section 17.2(iii), respectively, is as follows:

TABLE 2

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

ATTACHMENT #2

AMENDMENT 1 TO AGREEMENT FOR ALL-REQUIREMENTS PURCHASE AND SALE OF ELECTRIC ENERGY AND CAPACITY, BETWEEN THE CITY OF MOUNT DORA AND ORLANDO UTILITIES COMMISSION

THIS AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, 510 N. Baker Street, Mount Dora, Florida 32757 hereinafter referred to as the "CITY" and Orlando Utilities Commission, a Florida statutory municipal utility commission with offices at 100 W. Anderson Street, Orlando, Florida 32801, hereinafter referred to as "OUC".

WHEREAS, on March 3, 2020, the City adopted Resolution 2020-31, pertaining to the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity between the CITY and OUC ("Agreement"); and

WHEREAS, the parties have determined that it is in their mutual best interest to amend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and OUC agree as follows:

1. Article 3, TERM is deleted in its entirety and replaced with the following:

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or expiration. No later than one (1) year prior to the end of the original Term, or if applicable any extension Term, OUC shall have the unilateral right to extend the original Term of this Agreement by three, one-year extensions (or more, if mutually agreeable to the Parties). If OUC agrees to extend the Term, the Term shall be extended based on the existing Agreement unless the Parties mutually agree to alternate or supplemental terms and conditions.

2. Article 6, Price and Billing, Section 6.1(b) Monthly Fuel Energy Charge, is hereby deleted in its entirety and replaced with the following:

Section 6.1(b) Monthly Fuel Energy Charge

The Fuel Energy Rate as set forth in Appendix A.1.01 or A.1.02 multiplied by the

ATTACHMENT #2

Monthly Wholesale Electric Energy. Mount Dora shall have the option to select the Fuel Energy Rate (Appendix A.1.01 System Energy Rate or Appendix A.1.02 Gas Index) calculation for Monthly Fuel Energy Charge. Mount Dora shall submit its Fuel Energy Rate selection to OUC in writing. In the event Mount Dora desires to change its Fuel Energy Rate selection, Mount Dora shall provide OUC with at least ninety (90) days written notice of the requested change; however, each Fuel Energy Rate selection shall be in effect for at least six (6) months before a new selection may become effective. The invoice shall have sufficient detail for Mount Dora to be able to calculate the Monthly Fuel Energy Charge.

3. Appendix A, PRICING FOR WHOLESALE ELECTRIC SERVICE, Section 2, is hereby deleted in its entirety and replaced with the following:

Redacted as a trade secret of OUC based on Florida Statute Chapter 119, exempting from disclosure.

[REDACTED]

[REDACTED]

4. All other terms and conditions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY BLANK – SIGNATURE PAGE TO FOLLOW]

ATTACHMENT #2

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment 1 effective this 16 day of August, 2022.

CITY OF MOUNT DORA

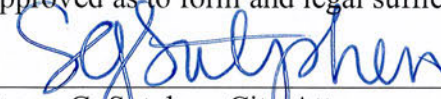


CRISSY STILE, MAYOR of the City of
Mount Dora, Florida

ATTEST:


JESSICA BURNHAM
CITY CLERK

For the use and reliance of City of Mount Dora only
Approved as to form and legal sufficiency


Sherry G. Sutphen, City Attorney

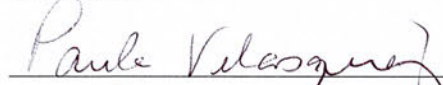
ORLANDO UTILITIES COMMISSION

By: 

Print: Clint Bullock

Title: General Manager & CEO

ATTEST:


Name: Paula Velasquez
Title: Assistant Secretary

Approved as to form and legality,
OUC Legal Department

By: 

**AMENDMENT 2 TO AGREEMENT FOR
ALL-REQUIREMENTS PURCHASE AND SALE
OF ELECTRIC ENERGY AND CAPACITY,
BETWEEN THE CITY OF MOUNT DORA
AND ORLANDO UTILITIES COMMISSION**

THIS SECOND AMENDMENT is entered into by and between the City of Mount Dora, a municipal corporation of the State of Florida, with an address of 510 N. Baker Street, Mount Dora, Florida 32757 (the “CITY”), and Orlando Utilities Commission, a Florida statutory municipal utility commission with offices at 100 W. Anderson Street, Orlando, Florida 32801 (“OUC”).

WHEREAS, on March 3, 2020, the City adopted Resolution 2020-31, pertaining to the Agreement for All-Requirements Purchase and Sale of Electric Energy and Capacity between the CITY and OUC (“Agreement”); and

WHEREAS, under Article 1 of the Agreement, the Term of the Agreement commenced on January 1, 2021 (defined therein as the “Service Date”), and expires on January 1, 2028, unless otherwise extended by the parties; and

WHEREAS, on August 16, 2022, the parties executed the First Amendment to the Agreement; and

WHEREAS, the parties have determined that it is in their mutual best interest to further amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the CITY and OUC agree as follows:

1. Article 1, “Definitions,” of the Agreement is amended to extend the Term for one (1) additional year, through and including **January 1, 2029** (hereinafter, “Extension Year 1”), unless otherwise terminated in accordance with the terms of the Agreement.
2. Article 3, “Term,” of the Agreement, as modified by the First Amendment, is amended and modified as follows:

**ARTICLE 3
TERM**

This Agreement shall be in force and effect as of the Effective Date. The obligations of the Parties in respect of the supply and delivery of Wholesale Electric Service shall commence on the Service Date. This Agreement shall remain in effect for the Term, unless terminated earlier under the terms of this Agreement. Termination or expiration of this Agreement shall not affect or excuse the performance of either Party under any provision of this Agreement that by its nature or terms survives any such termination or

expiration. No later than one (1) year prior to the end of Extension Year 1, the parties may agree to extend the Agreement for an additional year (“Extension Year 2”). No later than one (1) year prior to the end of Extension Year 2, the parties may agree to extend the Agreement for an additional year (“Extension Year 3”). This Agreement will terminate at the end of Extension Year 3.

3. Appendix A to the Agreement, “Pricing For Wholesale Electric Service,” as modified by the First Amendment, is amended and modified as follows:

Section 2. Demand Rate. The Demand Rate will be as follows:



4. All other terms and conditions of the Agreement, as amended, shall remain in full force and effect.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have executed this Second Amendment effective this _____ day of _____ 2026.

CITY OF MOUNT DORA

James Homich, Mayor

ATTEST:

Jeanann Hand, City Clerk

For the use and reliance of City of Mount Dora only
Approved as to form:

Patrick Brackins, City Attorney

ORLANDO UTILITIES COMMISSION



Clint Bullock, General Manager & CEO

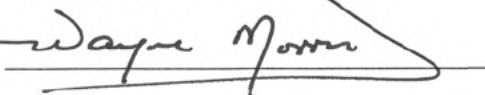
ATTEST:



Name: Paula Velasquez

Title: ASSISTANT SECRETARY

Approved as to form and legality,
OUC Legal Department

By: 



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Task Authorization with Faden Builders Inc. for Downtown One-Way Street Project

Introduction:

Staff requests approval of a task authorization with Faden Builders, Inc. to complete the Downtown One-Way Street Conversion Project. The project will implement the roadway, signage, pavement-marking and related improvements needed for the planned conversion of designated downtown streets to one-way traffic.

Discussion:

The work will be completed through the Mount Dora Community Redevelopment Agency's continuing contract with Faden Builders, Inc. The scope is based on CPH plans dated April 21, 2026.

The project includes project management and mobilization; barriers for roadway closures; milling and asphalt improvements on Alexander Street; installation, relocation and removal of traffic signage; survey services; and thermoplastic crosswalk, stop-line and lane markings. City staff will coordinate the required temporary road-closure signage and public notice before construction.

Faden Builders proposes beginning procurement after issuance of the purchase order, with approximately three weeks for materials and submittals followed by up to six weeks for mobilization and construction activities. Work is proposed during regular weekday hours.

Budget Impact:

The task authorization has a gross maximum price and not-to-exceed amount of \$118,220, including general conditions, street-conversion work, survey, insurance, a 5% contingency, contractor fee, permit allowance and performance and payment bond. Funding is proposed from the Downtown Community Redevelopment Agency budget; no General Fund expenditure is proposed.

- Downtown CRA Parking Improvement Project GL: 310-5555-580.63-01-CR2109
- Budgeted amount: \$1,300,000
- Downtown One-Way Street Project: \$118,220

Strategic Impact:

Strategic Initiative 1 - Promote Economic Development: Supports downtown access, circulation and continued activity within the business district.

Strategic Initiative 3 - Strengthen and Expand Infrastructure: Implements planned roadway, signage and pavement-marking improvements.

Strategic Initiative 4 - Provide High-Quality Services: Improves traffic circulation, wayfinding and safety for motorists and pedestrians.

Recommendation:

City Council approval of the task authorization with Faden Builders, Inc. for the Downtown One-Way Street Conversion Project in an amount not to exceed \$118,220 and authorization for the Mayor to execute the task authorization and related documents on behalf of the City Council, subject to final review by the City Attorney.

Attachment(s):

1. faden one way street

Prepared by: ADAM SUMNER, Community Development Director

Reviewed by:

ADAM SUMNER, Community Development Director

Matthew Dodson, Budget Officer

Jennifer Gates, Finance Director

City Attorney, City Attorney

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/23/2026

Approved - 7/23/2026

Approved - 7/23/2026

Approved - 7/28/2026

Approved - 7/28/2026

Final Approval - 7/28/2026

CONTINUING PROFESSIONAL SERVICES CONTRACT TASK AUTHORIZATION

Subject to the provisions contained in the Continuing Contract for Professional Services (the “Continuing Contract”) between the **MOUNT DORA COMMUNITY REDEVELOPMENT AGENCY** (the “AUTHORITY”) and Faden Builders, Inc. (the “FIRM”), dated April 7, 2020, which was competitively procured through RFQ #24-GS-013 and in accordance with § 287.055, *Florida Statutes*, **THIS TASK AUTHORIZATION**, made effective on this 4th day of August, 2026, authorizes the FIRM to provide professional services as set forth below:

PROJECT INFORMATION
Project Name: One -Way St. Conversion Project
Project Number:2026-11 CRA
Contract Number: 2026-11 CRA
Firm Contact: Todd Faden
Authority Contact: Adam Sumner, CECd

- 1. Scope of Services/Deliverables.** The FIRM shall provide to the AUTHORITY those professional services as described in the Scope of Work (the “Services”), attached hereto as **Exhibit “1”**, and incorporated herein by this reference.
- 2. Contract Time.** The FIRM shall commence the Services within 30 days of the execution of this Task Authorization. The FIRM shall complete all work under this Task Authorization within 30 calendar days from the commencement date, unless otherwise extended by a written amendment approved by the CITY. Time is of the essence for this Project.
- 3. Compensation.** The total payment for this Task Authorization shall not exceed \$118,220.00. Payments to the FIRM for the Services shall be made on a time-and-materials basis. Monthly payments will be issued for each completed subtask, calculated based on the actual time spent by the FIRM and in accordance with the Fee Schedule set forth in **Exhibit “1”**, attached hereto and incorporated herein by this reference.
- 4. Invoices.** The FIRM shall submit invoices to: Mount Dora CRA, Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- 5. Project Personnel.** The FIRM shall identify in writing all Key Employees and subconsultants who will be assigned to this Project. The FIRM shall ensure that all assigned personnel possess the necessary qualifications and experience to successfully complete the Project. The FIRM shall notify the AUTHORITY of any changes to the Key Employees or subconsultants assigned to the Project, including any terminations or replacements.
- 6. Incorporation of Continuing Contract.** This Task Authorization is issued pursuant to and is governed by the terms and conditions of the Continuing Contract. All provisions of the Continuing Contract are hereby incorporated by reference and shall apply to the performance of the Services under this Task Authorization unless otherwise specified herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Task Authorization, effective the date first written above.

AUTHORITY

James Homich, Chair

ATTEST:

Jeanann Hand, City Clerk

FIRM

Print: _____

Company: _____

Title: _____

Date: _____

Exhibit “1”
Scope of Services



07/21/2026

EXHIBIT "1"

Faden Proposal No. 26-312

Adam Sumner
Deputy Planning Director, CRA Manager & Code Compliance Manager
City of Mount Dora
510 N Baker Street
Mount Dora, Florida 32757

RE: MD CMAR One Way Street Conversions

Scope Summary: Provide, install and demolition of road work per plans

Exhibit A: Scope of Work

1. General Conditions
 - a. Project Management and Supervision
 - b. Mobilization/Demobilization
2. New Construction (Based on CPH Plans dated 04/21/2026)
 - a. Provide and Install barriers to close off roadways. All signage and notice of road closures by the owner
 - b. Provide and install milling and asphalt per plans on Alexander Street
 - c. Provide and install all new single column ground signage 12SF – 20 SF
 - d. Remove and relocate single column ground signage assemblies per plan
 - e. Provide and install sign panel ground mount up to 12 SF
 - f. Remove sign panel up to 12 SF
 - g. Thermoplastic standard white, 12" solid at crosswalk and 24" solid at stop line and crosswalk
 - h. Thermoplastic standard open graded asphalt surfaces white solid 6" and yellow solid 6"

Qualifications and Exclusions:

1. Work to be completed 1st shift, M-F, no overtime is included.
2. The scope is limited to the items listed in Exhibit A. Any other added scope items or items required by the AHJ for permitting are excluded and will be charged as a change order.
3. Geotechnical testing/reports are excluded.
4. Dewatering is excluded.
5. Site, NPDES, DEP, Utility and FDOT permits are excluded
6. Civil engineering is excluded.



Exhibit B: Price/GMP Breakdown

1. General Conditions	\$ 37,866.00
2. Street Conversion Work	\$ 57,748.00
3. Survey	\$ 1,200.00
Subtotal	\$ 96,814.00
General Liability Insurance	\$ 1,259.00
Builders Risk	\$ 968.00
Contingency (5%)	\$ 4,952.00
Contractor's Fee	\$ 10,399.00
Permit Fee (Allowance)	\$968.00
Performance and Payment Bond	\$2,860.00
Gross Maximum Price (GMP):	\$ 118,220.00

The prices included in this proposal are valid for 30 days per our material vendors due to steady material price increases.

Exhibit C: Basic Schedule

Procurement will begin promptly after the issuance of the Purchase Order.

Proposed duration schedule:

3 weeks for material procurement and submittals

6 weeks for mobilization and demolition

Project Management Information System (PMIS) will not be required for this project.



Exhibit D: Construction Team

Owner's Representative: Adam Sumner (City of Mount Dora)
Construction Manager: Todd Faden (Faden Builders)

Exhibit E: Construction Manager's Staff

Principal: Todd Faden
Project Manager: Shawn Howard
Site Superintendent: Rob Bennett
Staff Accountant: Cyndi Kennerly
Safety Director: Nicole Rakes

Exhibit F: Sub-Contractors

Seminole Paving (Milling/Asphalt)
Tru-Marl, Inc (Signage and Stripping)

Please feel free to contact me with any questions. We look forward to working with you.

Best regards,

Shawn Howard

Faden Builders, Inc.



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

DATE: August 4, 2026

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Code of Ordinances Codification Review Update

Introduction:

Section 9(a)(3) of the City Charter requires the City Council to create and maintain a codification of ordinances and to cause the codification to be reviewed annually under the supervision of the City Attorney. The Charter further requires that a report of the review be presented no later than the first regularly scheduled City Council meeting in August.

Discussion:

The City Clerk and City Attorney have completed the annual review of the City's Code of Ordinances. The codified Code has not been updated since the last annual report presented to the City Council on August 5, 2025. The City Attorney will present the results of the review during the August 4, 2026, City Council meeting. This informational item fulfills the annual reporting requirement established by the City Charter.

Budget Impact:

There is no budget impact associated with receiving this report.

Strategic Impact:

Strategic Initiative 4 - Provide High-Quality Services. The annual review supports responsible governance, Charter compliance, and the maintenance of an organized and accessible Code of Ordinances.

Recommendation:

Receive the annual Codification Review Report for informational purposes. No formal City Council action is required.

Attachment(s):

Prepared by: Jeanann Hand, City Clerk

Reviewed by:

Jeanann Hand, City Clerk

Vince Sandersfeld, City Manager

Approved - 7/28/2026

Final Approval - 7/28/2026