CITY COUNCIL REGULAR SESSION

CITY OF LAKE CITY

October 05, 2026 at 6:00 PM

Venue: City Hall

AGENDA

REVISED

Revised 10/2/2026: Item #8 Resolution added; Item #9 Resolution added; Item #11 Removed scriveners error at end of ordinance title on agenda; Item #12 Ordinance added; Item #16 Resolution added; Item #18 Report to Council added

This meeting will be held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public may also view the meeting on our YouTube channel. YouTube channel information is located at the end of this agenda.

Events Prior to Meeting - 5:00 PM Workshop - Recreation Advisory Committee

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

> ***Ladies and Gentlemen; The Lake City Council has opened its public meeting. Since 1968, the City Code has prohibited any person from making personal, impertinent, or slanderous remarks or becoming boisterous while addressing the City Council. Yelling or making audible comments from the audience constitutes boisterous conduct. Such conduct will not be tolerated. There is only one approved manner of addressing the City Council. That is, to be recognized and then speak from the podium.***
>
> ***Failure to abide by the rules of decorum will result in removal from the meeting.***

Approval of Agenda

Proclamations

1. Cybersecurity Awareness Month - October 2026
2. Breast Cancer Awareness Month - October 2026

Public Participation - Persons Wishing to Address Council

Citizens are encouraged to participate in City of Lake City meetings. The City of Lake City encourages civility in public discourse and requests that speakers direct their comments to the Chair. Those attendees wishing to share a document and or comments in writing for inclusion into the public record must email the item to submissions@lcfla.com no later than noon on the day of the meeting. Citizens may also provide input to individual council members via office visits, phone calls, letters and e-mail that will become public record.

Approval of Consent Agenda

3. Minutes - August 3, 2026 Regular Session

4. Minutes - August 17, 2026 Regular Session

5. City Council Resolution No. 2026-046 - A resolution of the City of Lake City, Florida, approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida Limited Liability Company, to lease that certain building and land located in the Lake City Airport Industrial Park commonly identified by tax parcel number 02-4S-17-07483-158; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing and authorizing the Mayor to execute a Memorandum of Lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida; repealing all prior resolutions in conflict; and providing an effective date.

6. City Council Resolution No. 2026-125 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Third Judicial Circuit Mutual Aid Agreement between Law Enforcement Agencies located in the Third Judicial Circuit of Florida; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; recognizing the authority of the Chief of Police to execute said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

7. City Council Resolution No. 2026-131 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the State of Florida Department of Transportation for administration of grant funds from the State of Florida Department of Transportation Public Transportation Grant Program; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said

agreement; repealing all prior resolutions in conflict; and providing an effective date.

8. City Council Resolution No. 2026-132 - A resolution of the City of Lake City, Florida, approving that certain legal services agreement with the law firm of Bartlett Law Offices, P.C. for legal services related to phase 2 claims against the manufacturer(s) of firefighting foam products, including PFAS products, used in proximity to the City's airport which caused damage to the City; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

9. City Council Resolution No. 2026-133 - A resolution of the City of Lake City, Florida, approving that certain Legal Services Agreement with the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Bartlett Law Offices, P.C. for legal services related to claims against the manufacturer(s) of firefighting foam products, including PFAS products, used in proximity to the City's airport which caused damage to the City's airport; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Presentations - None

Old Business

Ordinances

Open Public Hearing

10. City Council Ordinance No. 2026-2373 - (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-06S, by David M. Winsberg, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Residential Medium Density (less than or equal to 8 dwelling units per acre) to Residential High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at NW Early Street)

Passed on first reading on 6/15/2026

Tabled on second reading on 7/7/2026

Close Public Hearing

Adopt City Council Ordinance No. 2026-2373 on final reading

Quasi-Judicial Hearing

Open Quasi-Judicial Hearing

Final Reading

11. City Council Ordinance No. 2026-2374 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-04S, by David M. Winsberg, the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) and Residential, Multiple-Family-1 (RMF-1) to Residential, Multiple-Family-1 (RMF-1) and Residential, Multiple-Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at NW Early Street)

Passed on first reading on 6/15/2026

Tabled on second reading on 7/7/2026

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff.

B. Presentation of application by applicant.

C. Presentation of evidence by city staff.

D. Presentation of case by third party intervenors, if any.

E. Public comments.

F. Cross examination of parties by party participants.

G. Questions of parties by City Council.

H. Closing comments by parties.

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Adopt City Council Ordinance No. 2026-2374 on final reading

Close Quasi-Judicial Hearing

New Business

Ordinances

12. City Council Ordinance No. 2026-2392 (first and final reading) - An ordinance of the City of Lake City, Florida; amending Chapter 14, Article II of the City of Lake City Code of Ordinances entitled "Animal Control;" amending said ordinance to permit city contracts with any animal control entity or organization allowed by statute; amending definitions; deleting redundant provisions; deleting licensing requirements; making certain findings of fact in support of the City adopting said amendments; providing for codification and scrivener's errors; providing for severability; providing for conflicts; and providing an effective date.

    Adopt City Council Ordinance No. 2026-2392 on first and final reading

Resolutions

13. City Council Resolution No. 2026-107 - A resolution of the City of Lake City, Florida, approving that certain form of annexation agreement for use by City Departments and Administration; making certain findings of fact in support of the City approving said form of annexation agreement; authorizing non-substantive changes to said form of annexation agreement with the concurrence of the City Attorney; directing the City's Departments and Administration to utilize said form of annexation agreement in all such cases where it is applicable; repealing all prior resolutions in conflict; and providing an effective date.

14. City Council Resolution No. 2026-110 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Hyland Software, Inc., an Ohio Corporation, for Information Technology software, training, and services to enhance the City's current OnBase software; making

certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

15. City Council Resolution No. 2026-116 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 014-2026 for janitorial services; accepting the proposal from American Janitorial, Inc., a Florida Corporation; making certain findings of fact in support thereof; directing the City Manager to commence negotiation of an agreement with said vendor pursuant to the terms of the request for proposals and the proposal submitted by said vendor; directing the City Manager to present such agreement to the City Council at a future date; repealing all prior resolutions in conflict; and providing an effective date.

16. City Council Resolution No. 2026-121 - A resolution of the City of Lake City, Florida, approving that certain Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for animal enforcement and animal impoundment services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

17. City Council Resolution No. 2026-126 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Odyssey Manufacturing Co., a Delaware Corporation, to furnish and supply bulk liquid sodium hypochlorite to the City's Water and Wastewater Treatment Plants; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

18. City Council Resolution No. 2026-136 - A resolution of the City of Lake City, Florida authorizing and directing the disbursement of Economic Development Assistance funds to the City and Columbia County Board of County Commissioners to Lake City 47, LLC, a Florida Limited Liability Company; recognizing the use of said funds in furtherance of that certain economic development project commonly identified as the "Cornerstone Project"; making certain findings of fact in support of the City authorizing the disbursement of said funds; directing the City Manager to disburse said funds in accordance herewith; repealing all prior resolutions in conflict; and providing an effective date.

Other Items

19. Discussion and Possible Action - Freedom Monuments in Olustee Park - The Columbia County Board of County Commission has requested the use of Olustee Park to erect the Freedom Monuments. The monuments were donated. If the location is approved, Columbia County is requesting for the City to pay 1/2 of the quoted price to install the Freedom Monuments in Olustee Park. The cost for the structure for the monuments to sit on is $76,650.00. The County would pay half $38,325.00 and they are requesting for the City to pay the other half $38,325.00.

Departmental Administration - None

Comments by:

City Manager Don Rosenthal

City Attorney Clay Martin

City Clerk Audrey Sikes

Comments by Council Members

Council Member Chevella Young

Council Member Ricky Jernigan

Council Member James Carter

Council Member Tammy Harris

Mayor Noah Walker

Adjournment

UPCOMING DATES OF INTEREST

Champions Market in Collaboration with Strongman Champions League Tour - Saturday, October 10, from 11:00 am to 7:00 pm in Olustee Park

Boos Night Out - Friday, October 16, 5:00 pm in Veterans Street Park and Downtown Shops

CHS Homecoming Parade - Friday, October 23, 3:00 pm

Trunk or Treat - Saturday, October 24, starting at 6:00 pm at the Darby Pavilion

YouTube Information

Members of the public may also view the meeting on our YouTube channel at:
https://www.youtube.com/c/CityofLakeCity

Pursuant to 286.0105, Florida Statutes, *the City hereby advises the public if a person decides to appeal any decision made by the City with respect to any matter considered at its meetings or hearings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

SPECIAL REQUIREMENTS*: Pursuant to 286.26, Florida Statutes, persons needing special accommodations to participate in these meetings should contact the* ***City Manager's Office at (386) 719-5768*****.**

File Attachments for Item:

1. Cybersecurity Awareness Month - October 2026

Proclamation

Cybersecurity Awareness Month

WHEREAS, *the City of Lake City recognizes that cybersecurity is essential to protecting the City's critical infrastructure, public safety systems, financial operations, and the personal information entrusted to municipal departments; and*

WHEREAS, *cyber threats—such as phishing, social engineering, ransomware, malware, and identity theft—pose increasing risks to local governments, businesses, and residents, requiring strong awareness and proactive security practices as reflected in City training initiatives and security bulletins; and*

WHEREAS, *the City of Lake City's Information Technology Department maintains policies, training, and incident-response practices designed to safeguard systems and educate employees, promoting a culture where cybersecurity is a shared responsibility across all departments; and*

WHEREAS, *national partners such as the Cybersecurity & Infrastructure Security Agency (CISA) lead annual awareness efforts each October to inform individuals, organizations, and governments of best practices that strengthen community resilience against cyberattacks; and*

WHEREAS, *the City encourages all employees, residents, and businesses to improve their cyber hygiene by adopting multi-factor authentication, strong passwords, secure browsing habits, updated software, and vigilant reporting of suspicious activity;*

NOW, THEREFORE, I, *Noah Walker, Mayor of the City of Lake City, do hereby proclaim October 2026 as Cybersecurity Awareness Month in Lake City, Florida, and call upon City departments, local organizations, educational institutions, and members of the public to recognize the importance of cybersecurity and to engage in activities that build a safer digital community.*

Seal of the City of Lake City
State of Florida

In witness whereof I have hereunto set my hand and caused this seal to be affixed this day 5th of October 2026.

Noah Walker, Mayor
City of Lake City

26-23

File Attachments for Item:

2. Breast Cancer Awareness Month - October 2026

Proclamation

BREAST CANCER AWARENESS MONTH
OCTOBER 2026

WHEREAS, *breast cancer remains one of the most commonly diagnosed cancers among women in the United States and around the world; and*

WHEREAS, *early detection through regular screenings such as mammograms significantly increases the chances of successful treatment and survival; and*

WHEREAS, *raising community awareness encourages individuals of all genders to stay informed, undergo regular screenings, support loved ones affected, and advocate for access to quality care; and*

WHEREAS, *communities across Florida—including Lake City—are served by health providers and advocacy groups dedicated to education, prevention, and support for those touched by breast cancer; and*

WHEREAS, *celebrating survivorship, remembering those lost, and honoring caregivers reinforces our shared commitment to a healthier future;*

NOW, THEREFORE, *I, Noah Walker, as Mayor of the City of Lake City, Florida, do hereby proclaim* ***October 2026*** *as* ***"Breast Cancer Awareness Month"*** *in Lake City, and urge all residents to observe this month with appropriate awareness activities, educational opportunities, and community support.*

In witness whereof, I have hereunto set my hand and caused this seal to be affixed this 5th day of October 2026.

Noah Walker, Mayor
City of Lake City

Seal of the City of Lake City
State of Florida

26-24

File Attachments for Item:

3. Minutes - August 3, 2026 Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
August 03, 2026
6:00 PM at City Hall

This meeting was held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public also viewed the meeting on our YouTube channel.

Pledge of Allegiance

Invocation - Mayor Noah Walker

Roll Call

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

Approval of Agenda

Mr. Jernigan made a motion to approve the agenda as presented. Ms. Harris seconded the motion and the motion carried unanimously on a voice vote.

Proclamations/Awards/Recognitions

1. City of Lake City Gatekeeper Award Presented to Columbia High School Welding and Drone Students (Mayor Noah Walker)

   Welding:
   Ruby Chandler - 2026 SkillsUSA State Champion Welding Sculpture
   Mason Dusen - 2026 SkillsUSA State Champion Individual Welding
   Teacher - Darryl Thomas

   Drone:
   Rylan Moses - Gold Medalist and Title Winner of 2026 Florida State Champion in the Commercial sUAS Drone Category
   Kevin Windham - Gold Medalist and Title Winner of 2026 Florida State Champion in the Commercial sUAS Drone Category
   Teacher - George Jones

Public Participation - Persons Wishing to Address Council

- Sylvester Warren
- Jerry Presley

Approval of Consent Agenda

2. Minutes - July 7, 2026 Regular Session

3. City Council Resolution No. 2026-085 - A resolution of the City of Lake City, Florida, approving Change Order Number Three to that certain contract between the City and Advantage Contracting Group, Inc., a Florida Corporation, said Change Order to extend the project completion date for ninety (90) days; recognizing the authority of the Mayor to execute and bind the City to said Change Order; repealing all prior resolutions in conflict; and providing an effective date.

4. City Council Resolution No. 2026-087 - A resolution of the City of Lake City, Florida, conditionally approving that certain agreement between the City and the Points of Light Foundation, Inc., a Delaware nonprofit corporation, to participate in the Lowe's Community Impacy Grant Program and for administration of said grant; making certain findings of fact in support of the City conditionally approving said agreement; conditionally recognizing the authority of the Mayor to execute and bind the City to said agreement; conditionally directing the Mayor to execute and bind the City to said agreement; directing the City Attorney to review and approve the legality of said agreement prior to the execution of said agreement by the Mayor; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Jernigan made a motion to approve the consent agenda as presented. Mr. Carter seconded the motion.

PUBLIC COMMENT: Sylvester Warren

A roll call vote was taken and the motion carried.

Mr. Jernigan	**Aye**
Mr. Carter	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Mayor Walker explained that the Lowe's Grant Program was for small renovations provided by Lowe's within the Fire Department. He reported Lowe's would perform some of the work and the grant was for $50,000.00.

Presentations - None

Old Business

<u>Ordinances</u>

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2378. City Council Ordinance No. 2026-2378 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2378. No one asked to be heard on City Council Ordinance No. 2026-2378; therefore, Mayor Walker closed the public hearing.

5. City Council Ordinance No. 2026-2378 (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-07S, by Elizabeth Steely, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use Classification from County - Commercial to City - Commercial of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support of thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located on Turner Road north of Highway 90)

   Growth Management Director Scott Thomason requested to adopt the presentation from the first reading and move it into the record. He reported the applicant was present for any questions.

   Mr. Carter made a motion to adopt City Council Ordinance No. 2026-2378 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

Open Quasi – Judicial Proceeding

At this time Attorney Clay Martin read from a prepared script.

Preliminary Matters (Attorney Clay Martin):

The City Attorney shall read the ordinance by title

<u>Final Reading</u>

6. City Council Ordinance No. 2026-2379 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-05S, by Elizabeth Steely, the property owner of said acreage; providing for rezoning from County - Commercial, Intensive (CI) to City - Commercial, Intensive (CI) of certain lands

within the corporate limits of the City of Lake City, Florida; providing for severability; repealing all ordinances in conflict; providing an effective date. (This property is located on Turner Road north of Highway 90)

Disclosure by Council members of ex-parte communications (this includes site visits), if any.

Ms. Young	No
Mr. Carter	reported watching Planning and Zoning meetings, but stated it would not affect his ability to be impartial
Mr. Jernigan	No
Ms. Harris	No
Mayor Walker	reported speaking to property owners that night, but it would not affect his decision

Swearing in of applicant/appellant, staff and all witnesses collectively by City Attorney.

At this time Attorney Martin swore in Growth Management Director Scott Thomason.

Clerk should take custody of exhibits.

Note: All exhibits, diagrams, photographs and similar physical evidence referred to during the testimony or which you would like the Council to consider must be marked for identification and kept by the Clerk for 30 days.

A. Brief introduction of ordinance by city staff. Growth Management Director Scott Thomason requested the presentation and application be adopted into the record. It is attached as Exhibit A.

B. Presentation of application by applicant. Elizabeth Steely was present for any questions.

C. Presentation of evidence by city staff. N/A

D. Presentation of case by third party intervenors, if any. N/A

E. Public comments. None

F. Cross examination of parties by party participants. Waived

G. Questions of parties by City Council. None

H. Closing comments by parties. Waived

I. Instruction on law by attorney.

J. Discussion and action by City Council.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2379 on final reading. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mayor Walker	**Aye**

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2382. City Council Ordinance No. 2026-2382 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2382. After hearing public comment from Sylvester Warren on City Council Ordinance No. 2026-2382, Mayor Walker closed the public hearing.

7. City Council Ordinance No. 2026-2382 (final reading) - An ordinance of the City of Lake City, Florida, relating to the criminal background screening of certain public service providers, municipal employees, vendors, contractors, contractor employees, and appointees, including volunteers; amending Chapter 70, Article I, Section 70-1 of the Code of Ordinances of the City of Lake City, Florida, providing for criminal background screening of such individuals; making findings of fact in support thereof; repealing all ordinances in conflict herewith and providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2382 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Resolutions - None

Other Items - None

New Business

Ordinances

8. City Council Ordinance No. 2026-2383 (first reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-05, submitted by Ajay U. Mhatre, Anjali U. Mhatre, Shipla U. Mhatre, Umesh M. Mhatre, Anita Mhatre Mihalcik, and the Mhatre Irrevocable Family Trust dated December 27, 1990, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact into the boundaries of the City of Lake City, Florida; making certain findings of

fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date.

Growth Management Director Scott Thomason went over a presentation and the Interlocal Service Boundary Agreement.

Mr. Carter made a motion to approve City Council Ordinance No. 2026-2383. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Resolutions

9. City Council Resolution No. 2026-084 - A resolution of the City Council of the City of Lake City, Florida, constituting the Fiscal Year 2026-27 Preliminary Fire Assessment Resolution; providing authority; providing purpose and definitions; relating to the provision of the Fire Protection Services, facilities and programs in the City of Lake City, Florida; confirming previous resolutions as amended; reimposing Fire Protection Assessments and establishing Fire Protection not-to -exceed assessment rates; directing the preparation of the preliminary assessment roll; authorizing a public hearing and directing the provision of notice thereof; providing for application of assessment proceeds; providing for conflicts; and providing an effective date.

PUBLIC COMMENT: Sylvester Warren

Mr. Carter made a motion to approve City Council Resolution No. 2026-084. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Other Items

10. Discussion: Criteria for naming the Splash Pad at Youngs Park

PUBLIC COMMENT: Sylvester Warren

After lengthy discussion, members concurred to have every elementary school in the City limits to provide the council with one name each for the Splash Pad at Youngs Park. Administration is to create a package for consideration of sponsorships for the Splash Pad and Park with the funds going for youth engagement and gun violence prevention.

11. Discussion and Possible Action: Flock Cameras (Council Member James Carter)
City Council Resolution No. 2026-094 - A resolution of the City of Lake City, Florida, calling for a nonbinding referendum question to be placed before the qualified electors of the City of Lake City at a Special Election to be held on Tuesday, November 3, 2026, in conjunction with the 2026 State of Florida General Election; providing a nonbinding referendum question determining whether the City of Lake City or its contractors shall continue installation and maintenance of automatic license plate readers and cameras that collect and store license plate and other vehicular data; providing for requisite ballot language; providing direction to the City Clerk; repealing all resolutions in conflict; providing for severability; and providing for an effective date.

Council Member Carter read from a prepared statement expressing his perspective that government surveillance raises serious concerns about privacy and constitutional rights, emphasizing that people should not have to prove they are innocent to deserve protection from unwarranted monitoring. He distinguished government surveillance from private companies collecting data because the government has powers such as arrest and prosecution that corporations do not. Although surveillance can sometimes help catch criminals, Mr. Carter questioned whether its usefulness justifies expanding government power over everyone. Using London's extensive CCTV system as an example, he stated that increased surveillance has not necessarily produced a significant reduction in crime. Overall, Mr. Carter expressed concern that widespread surveillance could be the beginning of a surveillance state and believes innocent citizens should not have their information tracked or stored without legal justification. However, he acknowledged the issue is highly divided and proposed putting the question on the November election ballot so the public can decide.

Council Member Harris clarified how quickly this item was prepared and if this was legal.

Council Member Young spoke in support of cameras stating they have made a great difference.

Council Member Jernigan reported citizens wanted cameras for certain reasons and requested Chief Butler explain the pros and cons of the cameras.

Mr. Carter made a motion to approve City Council Resolution No. 2026-094. Mayor Walker seconded the motion.

PUBLIC COMMENT: Eric Thober; Sylvester Warren; David Nobles; Mark Eshbaugh; Befaithful Coker

Council Member Young spoke in support of the cameras.

A roll call vote was taken and the motion failed.

Mr. Carter	**Aye**
Mayor Walker	**Aye**
Ms. Young	**Nay**
Mr. Jernigan	**Nay**
Ms. Harris	**Nay**

At this time, members took a short recess from 7:55 PM until 8:02 PM.

Departmental Administration

12. Discussion and Possible Action: Approval for ADA-Risk/Safety Director position previously approved on May 18, 2026, to be changed to a Manager position and add a Safety Coordinator position (Human Resources Director BillieJo Bible)

    Ms. Harris made a motion to approve changing the ADA-Risk/Safety Director position to a Manager position. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.

Ms. Harris	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Mr. Carter	**Aye**
Mayor Walker	**Aye**

Comments by:

City Manager Don Rosenthal – Mr. Rosenthal reported the Police Department won first place in the Traffic Safety Award. Chief Butler reported the department won a speed trailer.

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

Comments by Council Members

Council Member Chevella Young – Ms. Young thanked citizens who attended the meeting.

Council Member Ricky Jernigan – Mr. Jernigan recognized Classy Balloons; an antique and vintage store on 90 East; commented on successful events that took place over the weekend; spoke to the procedure of paving City roads; recognized the Lake City Police and Fire Departments.

Council Member James Carter – Mr. Carter referenced a novel, 1984, and stated the ends could not justify the means for the simple and obvious reason that the means employed to determine the nature are the reasons the means employed to determine the nature of the ends produced.

Council Member Tammy Harris – Ms. Harris thanked everyone for a successful Love Fest Event: Bo Lord in the Public Works Department, the Police Department for the bicycle course, the Fire Department for grilling hamburgers, Assistant City Manager Dee Johnson, Council Member Jernigan, Mayor Walker, City Clerk Audrey Sikes, and asked to give everyone employed at the City a round of applause.

Mayor Noah Walker – Mayor Walker congratulated Michaela Collins on her wedding over the weekend; recognized the City Clerks Office and everyone who was involved in putting the Suwannee River League of Cities Dinner Meeting on; commented on successful events that took place over the weekend: Community Unity Day, Love Fest, and the Back-to-School Bash at Richardson Community Center; recognized Detective Poteat; reported an ice cream shop called

Creamy Colada was now located where Ed and Barbs Donuts used to be; recognized citizens who attended the meeting; recognized City Management and Public Works for addressing trash issues under the underpass on Highway 90; reported August 7, 2026, there would be a ribbon cutting at Sallie Mae Jerry Park at 10:00 AM; announced Budget Workshops would be held August 4th, 5th at 6:00 PM and August 6th at 5:00 PM.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 8:20 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

City Council Ordinance No. 2026-2379

Exhibit A

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

DEPARTMENT OF GROWTH MANAGEMENT
205 N MARION AVE
LAKE CITY, FL 32055
386-719-5820
PLANNING@LCFLA.COM

STAFF REVIEW FOR SITE PLAN, REZONING, COMP PLAN AMENDMENT, SPECIAL EXCEPTION, VARIANCE, AND ANNEXATION.

DATE: June 03, 2026

PROJECT INFORMATION		
Future Land Use	**Current:** Commercial County	**Proposed:** Commercial City
Zoning	**Current:** Commercial Intensive County	**Proposed** Commercial Intensive City
Project Number: TBD	**Project Name** Elizabeth Steely Rezoning	
Parcel Number(s): 02440-003		
Project Address: TBD		
Project Type: Comp Plan Amendment and Rezoning		

NOTE: Any concurrency determination, whether requested as part of an application for development approval or without an application for development approval, is a non- binding determination of what public facilities and services are available at the date of inquiry per Section 13.12.5.3 of the City of Lake City Land Development Regulations.

NOTE: There are certain development approvals that are ineligible to receive concurrency reservation because they are too conceptual and, consequently, do not allow an accurate assessment of public facility impacts. These development approvals are land use amendments to the Comprehensive Plan and rezoning requests per Section 13.12.5.2 of the City of Lake City Land Development Regulations.

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

BUILDING, Reviewed By: Signed by: Scott Thomason 7C2DC476A33B441... Date: 6/15/2026

No comments at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

PLANNING, Reviewed By: DocuSigned by: Robert Angelo F0D1ED33B98E4BE... Date: 6/3/2026

No comments at this time.

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

CODE ENFORCEMENT, Reviewed By: Signed by: Marshall Sova E8B18D144DB74CD... Date: 6/3/2026

No comments at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

PERMITTING, Reviewed By: Signed by: Ivy Stockstill 6546153A5E144C0... Date: 6/3/2026

No comments at this time.

WATER DEPARMENT, Reviewed By: Signed by: Mike Osborn 896E039B44B74E3... Date: 6/4/2026

No comments at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

SEWER DEPARTMENT, Reviewed By: DocuSigned by: Cody Pridgeon 0BA07EF55AD249B... Date: 6/3/2026

none

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

GAS DEPARTMENT, Reviewed By: Date:

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

DIRECTOR OF DISTRIBUTION AND COLLECTIONS, Reviewed By: Signed by: Brian Scott F509EB6125784F8... Date: 6/11/2026

no comment at this time

CUSTOMER SERVICE, Reviewed By: DocuSigned by: Shasta Pelham 6BD97A03165D4E0... Date: 6/23/2026

No comment at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

PUBLIC WORKS, Reviewed By: Date:

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

FIRE DEPARTMENT, Reviewed By: Signed by: Kat Templeins F7031F-1188E649F-... Date: 6/3/2026

Nothing to comment.

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

POLICE DEPARTMENT, Reviewed By: Signed by: Andy Miles 99045FF4005543F... Date: 6/23/2026

No comments at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

FDOT, Reviewed By: Date:

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

SUWANNEE RIVER WATER MANAGEMENT, Reviewed By: Signed by: Sara Furson 5F12F68097AE4A9... Date: 6/5/2026

This site does not have any SRWMD permitting history. An environmental resource permit will be required if impervious area exceeds 9,000 sf or 4,000 sf subject to vehicular traffic or the project size exceeds 5 acres. A permit would also be required if there are wetland impacts. I would encourage the landowner schedule a pre-application meeting with our office to determine if a permit is required for their proposed activity.

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SCHOOL BOARD, Reviewed By: Signed by: Robert Hartley 58BA260B8F3B4B4... Date: 6/3/2026

No comments at this time

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

COUNTY ENGINEEER, Reviewed By: Date:

Docusign Envelope ID: 548CC9ED-76D5-8AF0-8258-422CD6A131C8

COUNTY PLANNER, Reviewed By: Signed by: Seth Lane 13B679E5F1F44BF... Date: 6/23/2026

No comment at this time

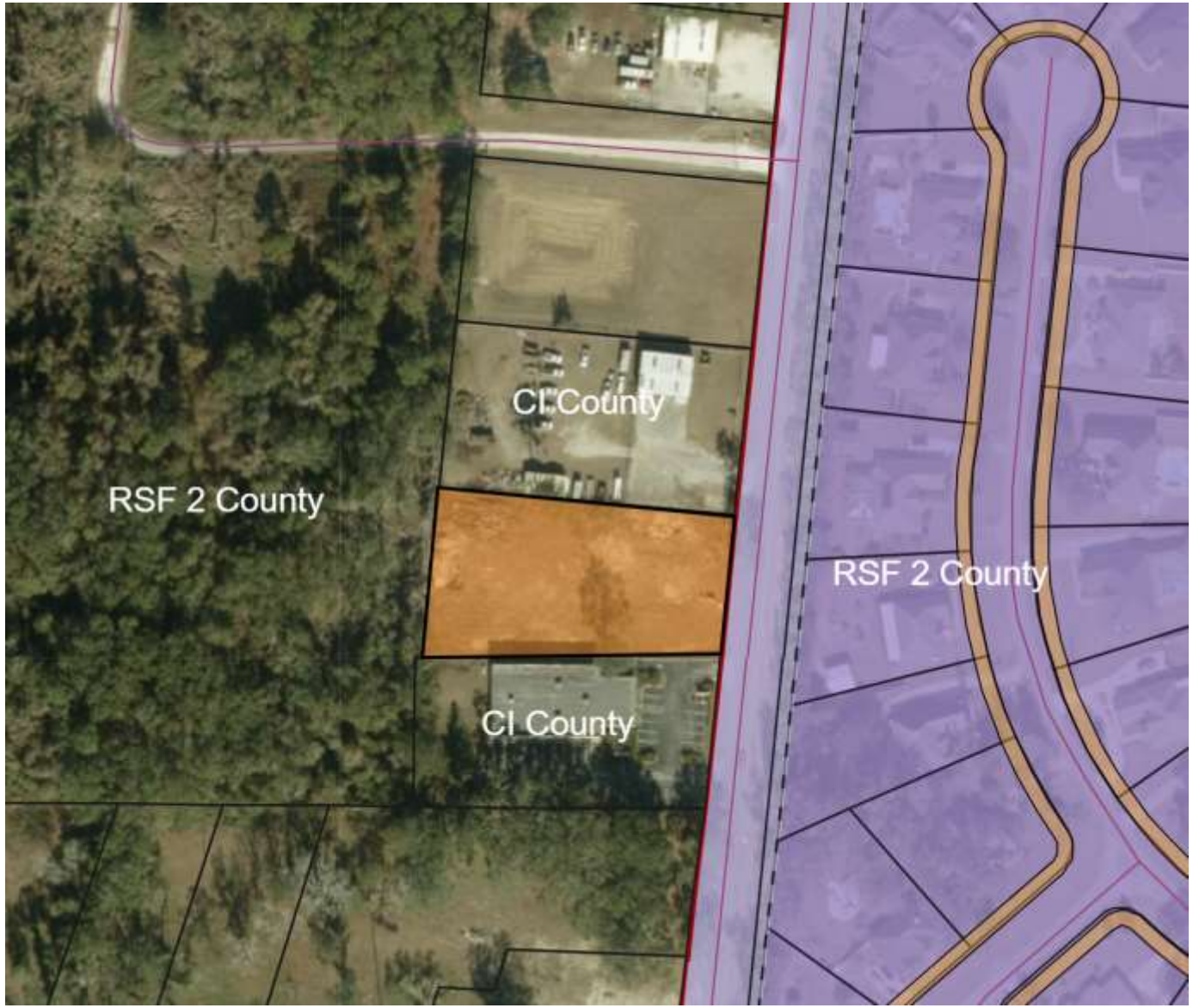
REZONING

ORDINANCE 2026-2379 for Z 26-05S

Introduction

- Parcel 02440-003 is currently zoned Commercial Intensive County;
- Petition Z 26-05S is a request to change the Zoning on parcel 02440-003 from Commercial Intensive County to Commercial Intensive City;
- The parcel is surrounded by the following Zoning designations;
  - North- Commercial Intensive County
  - East- Residential Single Family 2 County
  - South- Commercial Intensive County
  - West- Residential Single Family 2 County

Location of Parcel 02440-003



Staff Review

Suwannee River Water Management- This site does not have any SRWMD permitting history. An environmental resource permit will be required if impervious area exceeds 9,000 sf or 4,000 sf subject to vehicular traffic or the project size exceeds 5 acres. A permit would also be required if there are wetland impacts. I would encourage the landowner schedule a pre-application meeting with our office to determine if a permit is required for their proposed activity.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2379.

QUESTIONS

File Attachments for Item:

4. Minutes - August 17, 2026 Regular Session

MINUTES
CITY OF LAKE CITY
City Council Regular Session
August 17, 2026
6:00 PM at City Hall

This meeting was held in the City Council Chambers on the second floor of City Hall located at 205 North Marion Avenue, Lake City, FL 32055. Members of the public also viewed the meeting on our YouTube channel.

Events Prior to Meeting - 5:00 PM Closed and Exempt Session pursuant to FS 447.605(1)

Pledge of Allegiance

Invocation - Vice Mayor Chevella Young

Roll Call

Mayor/Council Member	Noah Walker
City Council	Chevella Young
	Ricky Jernigan
	James Carter
	Tammy Harris
City Attorney	Clay Martin
City Manager	Don Rosenthal
Sergeant-at-Arms	Chief Gerald Butler
City Clerk	Audrey Sikes

Approval of Agenda

Mayor Walker reported per City Attorney Martin, Item #9 would be tabled to a later date. **Mr. Carter made a motion to approve the agenda as amended. Mr. Jernigan seconded the motion and the motion carried unanimously on a voice vote.**

Proclamations/Awards/Recognitions – None

Public Participation - Persons Wishing to Address Council

- Tony Buzzella
- Tracy Gill
- Jake Hill
- Roy Armstrong

Approval of Consent Agenda

1. Approval to pay Gray Construction the final payment for the North Development Hangar and Taxilanes in the amount of $76,572.88, which is the retainage. Gray Construction has completed all work as agreed upon in the contract and the final pay request for project completion and retainage is attached.

2. City Council Resolution No. 2026-089 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the constructing, reconstructing, or other improvements on State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

3. City Council Resolution No. 2026-090 - A resolution of the City of Lake City, Florida, approving that certain utility work by Highway Contractor Agreement between the City and the State of Florida Department of Transportation for the design and installation of drainage modifications for State Road 247 at SW Bascom Norris Drive; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

Mr. Carter made a motion to approve the consent agenda as presented. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.

Mr. Carter	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Presentations

4. ACRUVA Community Developers - Daniel Acosta, Founder, President & Chief Development Officer - Arbors Pointe Apartment Complex Project

ACRUVA representatives presented members with the Arbors Pointe Apartment Complex Project.

Members concurred to have staff report back with a proposal for a tax abatement package.

Old Business

Ordinances

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2360. City Council Ordinance No. 2026-2360 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2360. No one asked to be heard on City Council Ordinance No. 2026-2360; therefore, Mayor Walker closed the public hearing.

5. City Council Ordinance No. 2026-2360 (second final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-02T, by the Growth Management

Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending the Intergovernmental Coordination Element of the Comprehensive Plan by adding Objective VII.9 entitled Joint Planning Area and Interlocal Service Boundary Agreement to the Intergovernmental Coordination Element; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Jernigan made a motion to approve City Council Ordinance No. 2026-2360 on final reading. Mr. Carter seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Jernigan	**Aye**
Mr. Carter	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2361. City Council Ordinance No. 2026-2361 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2361. No one asked to be heard on City Council Ordinance No. 2026-2361; therefore, Mayor Walker closed the public hearing.

6. City Council Ordinance No. 2026-2361 (second final reading) - An ordinance of the City of Lake City, Florida, amending the Text of the City of Lake City Comprehensive Plan, as amended; pursuant to an application, CPA 26-03T, by the Growth Management Department of the City of Lake City, Florida, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for amending Policy I.1.2 of the Future Land Use element under Mixed Use by changing the minimum percentage of non-residential uses from 50 to 15, the maximum residential uses from 40 to 75, adding requirements to the open space areas and by changing the residential density limits from 10 to 40 dwelling units based on gross acreage of the overall residential portion of the proposed mixed use land use classification; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. **Mr. Carter made a motion to approve City Council Ordinance No. 2026-2361 on final reading. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

At this time Mayor Walker closed the regular session and opened a public hearing for the purpose of hearing comments on City Council Ordinance No. 2026-2383. City Council Ordinance No. 2026-2383 was read by title. Mayor Walker asked if anyone wanted to be heard regarding City Council Ordinance No. 2026-2383. No one asked to

be heard on City Council Ordinance No. 2026-2383; therefore, Mayor Walker closed the public hearing.

7. City Council Ordinance No. 2026-2383 (final reading) - An ordinance of the City of Lake City, Florida, pursuant to Petition No. ANX 26-05, submitted by Ajay U. Mhatre, Anjali U. Mhatre, Shipla U. Mhatre, Umesh M. Mhatre, Anita Mhatre Mihalcik, and the Mhatre Irrevocable Family Trust dated December 27, 1990, relating to voluntary annexation; annexing certain real property located in Columbia County, Florida, which is reasonably compact into the boundaries of the City of Lake City, Florida; making certain findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located in the Interlocal Service Boundary Agreement at the corner of Highway 47 and County Road 242) **Ms. Harris made a motion to approve City Council Ordinance No. 2026-2383 on final reading. Ms. Young seconded the motion. A roll call vote was taken and the motion carried.**

Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mr. Carter	**Aye**
Mayor Walker	**Aye**

Resolutions - None

Other Items - None

New Business

Ordinances - None

Resolutions

8. City Council Resolution No. 2026-091 - A resolution of the City of Lake City, Florida, appointing Tanya Johnson to serve through the end of the current term in seat "1-B" on the City's Planning and Zoning Board, Board of Adjustment, and Historic Preservation Agency Board; making certain findings of fact in support thereof; recognizing the expiration of said term on October 31, 2030; directing the City Clerk to reflect said appointment and expiration of term in such records of the City as are necessary and prudent; making certain findings of fact in support of the City Clerk reflecting such appointment and expiration of term in the records of the City; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-091. Ms. Harris seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Ms. Harris	**Aye**
Ms. Young	**Aye**
Mr. Jernigan	**Aye**
Mayor Walker	**Aye**

9. City Council Resolution No. 2026-092 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Suwannee Valley Community Coordinated Child Care, Inc., a Florida not for profit corporation, for lease of the real property formerly known as Five Points Elementary School; making certain findings of fact in support

of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

This item was tabled to a later date during Approval of Agenda.

10. City Council Resolution No. 2026-093 - A resolution of the City of Lake City, Florida, accepting that certain County deed from the Board of County Commissioners of Columbia County, Florida conveying to the City certain lands generally located at 854 SE Monroe Street, Lake City, Florida, as more particularly described in the County deed attached hereto; making certain findings of fact in support of the City accepting said County deed; repealing all prior resolutions in conflict; and providing an effective date. **Mr. Carter made a motion to approve City Council Resolution No. 2026-093. Mr. Jernigan seconded the motion. A roll call vote was taken and the motion carried.**

Mr. Carter	**Aye**
Mr. Jernigan	**Aye**
Ms. Young	**Aye**
Ms. Harris	**Aye**
Mayor Walker	**Aye**

Departmental Administration - None

Comments by:

City Manager Don Rosenthal – None

City Attorney Clay Martin – None

City Clerk Audrey Sikes – None

Comments by Council Members

Council Member Chevella Young – None

Council Member Ricky Jernigan – Mr. Jernigan expressed appreciation for the Lake City Police and Fire Departments; reported the Florida League of Cities conference he attended was very informative; reminded citizens to vote.

Council Member James Carter – Mr. Carter reminded citizens to vote; reported the Florida League of Cities conference he attended was excellent and provided a summary of classes he attended and networking with other council members from other municipalities.

Council Member Tammy Harris – Ms. Harris provided a reminder about the street renaming ceremony taking place August 24, 2026 at 10 AM for Foreman and Lane Terrace.

Mayor Noah Walker – Mayor Walker reported tomorrow, August 18, 2026 at Parkview Baptist Church he would be attending the Homeless Coalition; reported a successful Community Unity Day; reported how gratifying it was to network with other cities at the Florida League of Cities Conference;

commended the Lake City Fire and Police Departments for keeping the community safe; commented on the Boots and Badges Basketball Tournament that took place the week prior.

Adjournment

Having no further business, Mayor Walker adjourned the meeting at 7:12 PM.

_____
Noah Walker, Mayor/Council Member

_____
Audrey Sikes, City Clerk

File Attachments for Item:

5. City Council Resolution No. 2026-046 - A resolution of the City of Lake City, Florida, approving that certain lease agreement between the City of Lake City and Tubular Building Systems, LLC, a Florida Limited Liability Company, to lease that certain building and land located in the Lake City Airport Industrial Park commonly identified by tax parcel number 02-4S-17-07483-158; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; directing and authorizing the Mayor to execute a Memorandum of Lease setting forth the essential terms of said lease agreement for purposes of recording same in the public records of Columbia County, Florida; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
09/29/2026

RESOLUTION NO 2026 - 046

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEASE AGREEMENT BETWEEN THE CITY OF LAKE CITY AND TUBULAR BUILDING SYSTEMS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO LEASE THAT CERTAIN BUILDING AND LAND LOCATED IN THE LAKE CITY AIRPORT INDUSTRIAL PARK COMMONLY IDENTIFIED BY TAX PARCEL NUMBER 02-4S-17-07483-158; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF LEASE SETTING FORTH THE ESSENTIAL TERMS OF SAID LEASE AGREEMENT FOR PURPOSES OF RECORDING SAME IN THE PUBLIC RECORDS OF COLUMBIA COUNTY, FLORIDA; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City (the "City"), owns and operates the Lake City Airport Industrial Park (the "Park"); and

WHEREAS, Tubular Building Systems, LLC, a Florida limited liability company (the "Tenant"), has since 2015 leased that certain building and land located at the Park, being commonly identified as tax parcel number 02-4S-17-07483-158 (the "Leased Premises"); and

WHEREAS, the most recently adopted lease between the City and the Tenant for the Leased Premises was adopted by City Council Resolution 2020-024; and

WHEREAS, the City has negotiated the terms of a lease agreement with the Tenant to continue to lease the Leased Premises to the Tenant (the "Agreement"); and

WHEREAS, the City and the Tenant mutually and individually desire to adopt and enter into said Agreement in the form of the Exhibit attached hereto; and

WHEREAS, approving the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Approving the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is authorized and directed to execute a Memorandum of Lease setting forth the essential terms of the Agreement for purposes of recording said Memorandum of Lease in the public records of Columbia County, Florida; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

Airport Industrial Park Lease

by and between

City of Lake City, Florida

and

Tubular Building Systems, LLC

This **LEASE** is entered into as of the ___ day of October, 2026, ("Effective Date") and is by and between the **City of Lake City, Florida,** a Florida municipality ("Lessor" or "City"), having an address of 205 North Marion Avenue, Lake City, Florida 32055, and **Tubular Building Systems, LLC,** a Florida limited liability company, ("Lessee"), having an address of P.O. Box 2254, Lake City, Florida 32056:

RECITALS

WHEREAS, by the Instruments of Transfer Lessor acquired the Airport; and

WHEREAS, the City established Industrial Park to induce, encourage, and promote commercial, manufacturing, and industrial development within Columbia County, Florida for its citizens; and

WHEREAS, Lessee has leased a certain portion of Lot 8 of the Industrial Park, as described in Exhibit "A", hereto; and

WHEREAS, upon the portion of Lot 8 leased by Lessee there is situated the Building; and

WHEREAS, Lessee desires to continue to lease the Premises; and

WHEREAS, Lessee desires to continue to lease the Premises for the purpose of operating a business related to fabricating and constructing tubular steel metal buildings, building components, and other related activities; now, therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, to each this day conveyed by the other party hereto, and the covenants, conditions and agreements as are hereinafter set forth, the Lessor and Lessee agree as follows:

SECTION 1 INCORPORATION OF RECITALS

The foregoing recitals, including, but not limited to, the facts, terms, and representations thereof, are incorporated as material terms of this lease agreement as if fully set forth herein.

SECTION 2 DEFINITIONS

2.01 "2035 Appraisal" has the meaning ascribed to such term in Paragraph 7.01.

2.02 "2045 Appraisal" has the meaning ascribed to such term in Paragraph 7.01.

2.03 "Airport" means that certain property, real and personal, which is now known as the Lake

City Gateway Airport identified by FAA Location Identifier "LCQ" which property was conveyed to Lessor by the United States of America via the Instruments of Transfer.

2.04 "Building" means that certain industrial building of approximately 7,500 square feet and other improvements situated upon the real property described in Exhibit "A", attached hereto and incorporated herein.

2.05 "Events of Default" has the meaning ascribed to such term in Section 25.

2.06 "Extension Option" has the meaning ascribed to such term in Paragraph 8.01.

2.07 "Extension Period" has the meaning ascribed to such term in Paragraph 8.01.

2.08 "Extension Period Rate Factor" means the numeric value "1.03".

2.09 "FAA" means the Federal Aviation Administration of the United States Department of Transportation.

2.10 "Fair Market Rent" or "FMR" means the rent paid by commercial Lessees in Lake City, Columbia County, Florida, taking into account: (i) the transaction is an "arm's length" transaction; (ii) the value of the property is for the land and improvements located thereon; (iii) the value is determined as the Premises is currently being used; and (iv) the date of valuation is dated within the calendar year immediately preceding the date of commencement of the Extension Period for which the FMR would be effective if adopted.

2.11 "FMR Notice" has the meaning ascribed to such term in Paragraph 7.03.

2.12 "Hazardous Materials" means any hazardous or toxic materials, substances or wastes including (A) any materials, substances or wastes which are toxic, ignitable, corrosive or reactive and which are regulated by any local governmental authority, any agency of the State of Florida or any agency of the United States Government, (B) asbestos, (C) petroleum and petroleum-based products, (D) urea formaldehyde foam insulation, (E) polychlorinated byphenyls ("PCBs"), and (F) freon and other chlorofluorocarbons.

2.13 "Industrial Park" or "Airport Industrial Park" means that certain industrial park generally used for non-aeronautical purposes located upon the Airport, and within which is located the Premises, which industrial park is unrecorded.

2.14 "Instruments of Transfer" means those certain instruments dated August 29, 1949, and July 7, 1948, said instruments being recorded, respectively, in Deed Book 59, Page 109, and Deed Book 60, Page 29, Public Records of Columbia County, Florida.

2.15 "Lease Year" means a twelve (12) month period of time commencing on October 1st of a calendar year and ending on September 30th of the immediately subsequent calendar year.

2.16 "Lessor's Agents" means Lessor's employees, contractors, officers, and governing board

members.

2.17 "Objection Notice" has the meaning ascribed to such term in Paragraph 7.03.

2.18 "Premises" means that certain portion of Lot 8 of the Industrial Park described in Exhibit "A", attached hereto and by this reference made a part hereof, together with the Building.

2.19 "Qualified Appraiser" means an impartial commercial real estate appraiser licensed in the state of Florida with at least five (5) years' experience appraising or managing commercial real estate or acting as a commercial real estate broker or agent leasing comparable commercial space in the market where the Premises is located.

2.20 "Significant Event" means the occurrence of any one or more of the following events following notice by Lessee to Lessor of the occurrence of such event pursuant to Section 9:

(a) notice provided to Lessor by Lessee of winding down of the affairs of the Lessee;

(b) sale of substantially all of the Lessee's assets to a third party;

(c) a doctor's diagnosis of Donald E. Little, Jr. having a terminal condition which condition is reasonably anticipated by a physician chosen by Donald E. Little, Jr. to cause the death of Donald E. Little, Jr. in fewer than twenty four (24) months;

(d) a doctor's diagnosis of Donald E. Little, Jr. having a persistent or chronic condition which condition is reasonably anticipated by a physician chosen by Donald E. Little, Jr. to reasonably impair Donald E. Little, Jr.'s ability to manage the business affairs of the Lessee; or

(e) the death of Donald E. Little, Jr.

SECTION 3 EXTENSION OF LAPSED LEASE

As material consideration for the instant lease, the parties hereto agree the terms of the lease between Lessee and Lessor which lease commenced on April 1, 2020 and ended on March 31, 2025, the date of the end of the last extended term of said lease, shall have been extended through and control the actions and obligations of the parties thereto for the period commencing on April 1, 2025 and ending at the end of the calendar day occurring immediately before the Effective Date.

SECTION 4 INSPECTIONS; ACCEPTANCE OF PREMISES

The Lessor leases, and Lessee does rent from the Lessor, the Premises.

It is the responsibility of the Lessee, at the Lessee's sole expense, to satisfy itself, prior to the execution of this lease, as to the title and condition of the Premises including, without limitation,

title to the Premises, matters of record in the Official Records, of Columbia County, permitted land uses, zoning codes, building regulations, height limitations, setbacks, applicable building codes, permits, soil conditions, and environmental conditions. Lessor makes no warranties or representations to the Lessee, and the Lessee agrees the Lessor has made no warranty or representation respecting the condition of the Premises, or applicable zoning laws and regulations, or applicability of the uses contemplated by the Lessee, or environmental conditions, or any matters which a current survey would disclose, or the applicability of any covenants or restrictions of public record, except as otherwise expressly provided herein. Lessee further acknowledges it has had adequate opportunity to inspect the Premises hereunder prior to entering into this lease or has made adequate provision herein. Accordingly, the taking of possession of the Premises by the Lessee shall be conclusive evidence the Premises were in good and satisfactory condition when possession was taken by Lessee.

SECTION 5 TERM

The initial term of this Lease shall be five (5) years commencing on October 1, 2026, and continuing through and including September 30, 2031. Should the Lessee hold over beyond the initial term or any renewal term without further extension of the term in accordance with the renewal terms of this lease, then the Lessee shall become a month to month tenant in accordance with law and upon the terms and conditions of this lease.

SECTION 6 RENT

The annualized rent for the first year of the initial term of this lease shall be THIRTY SEVEN THOUSAND NINE HUNDRED SEVENTY SEVEN DOLLARS AND FOUR CENTS ($37,977.04) The rent shall be paid monthly, in advance, on the first day of the month in the amount of $3,164.75 per month, in addition to all applicable sales tax. Rent amounts due for any fraction of a period for which rent is due shall be prorated accordingly. The rent for any renewal terms shall be adjusted each year on the annual anniversary date of the lease as described herein. The rent shall be delivered by U.S. mail to the address first identified above or hand delivered to City Hall, 205 N. Marion Ave., Lake City, Florida 32055, during regular business hours, and shall be considered paid upon receipt by Lessor. Lessee shall pay a one-time late fee of five percent (5%) on each installment of rent which is received by the Lessor after the 15th calendar day of any payment month. All payments required to be made by Lessee to Lessor pursuant to the lease shall be deemed additional rent. Rent amounts for the second and subsequent years of the initial term of this lease shall be as set forth in the Schedule of Rents attached hereto as Exhibit “B”.

SECTION 7 FAIR MARKET VALUE APPRAISALS

7.01 The parties hereto acknowledge the requirement of the FAA that Lessor obtain fair market value for leases of real property at the Airport for nonaeronautical purposes. Accordingly, the parties agree the Lessor may initiate and obtain an appraisal of the Premises from a Qualified Appraiser compensated by the Lessor:

(a) during the 2035 calendar year for the purpose of establishing the FMR for the first Lease Year of the Second Extended Term commencing on October 1, 2036 (the "2035 Appraisal"); and

(b) during the 2045 calendar year for the purpose of establishing the FMR for the first Lease Year of the Fourth Extended Term commencing on October 1, 2046 (the "2045 Appraisal").

7.02 The FMR shall be determined by one or more Qualified Appraisers engaged by Lessor, Lessee, or both, as the circumstances require, and as further set forth herein, taking into account and making appropriate adjustments to reflect, among other things, current market terms, conditions, and concessions for similar renewal transactions in similar industrial properties then generally available in the market where the Premises are located, including any other renewal transactions (and taking into account whether such terms, conditions and concessions are being made available by Lessor) as of a date which is within the twelve (12) month period occurring prior to the first day of the applicable Extension Period.

7.03 Within 15 days after Lessor receives notice of Lessee's exercise of the Extension Option as set forth in Section 9, Lessor will provide notice to Lessee (the "FMR Notice") of the FMR determined by a Qualified Appraiser engaged by Lessor, as provided in this Section, and the written appraisal or opinion of value of the Qualified Appraiser upon which such FMR is based.

(a) If Lessee does not respond to the initial FMR Notice provided by Lessor within 15 days after delivery, the FMR stated in the FMR Notice shall be deemed accepted as the rent due for the first year of the applicable Extension Period. If, during such 15-day period, Lessee gives Lessor notice contesting the FMR provided in the FMR Notice (an "Objection Notice"), which Objection Notice must contain therein Lessee's opinion of the fair rent amount, the parties will attempt to arrive at a mutually agreeable rent amount.

(b) If, within 15 days after Lessor's receipt of the Objection Notice the parties have not agreed on the FMR, then Lessee shall have the option, upon written notice to Lessor to

(i) rescind its exercise of the Extension Option to extend the term of the lease, in

which case such option, thereafter, shall be void;

(ii) have the FMR determined by one or more Qualified Appraisers as set forth in Paragraph 7.03(d), hereof; or

(iii) accept Lessor's determination of FMR.

(c) If Lessee has not provided any such written notice within said 15-day period, Lessee shall be deemed to elect the option in Paragraph 7.03(b)(iii), above.

(d) If Lessee elects the option in Paragraph 7.03(b)(ii), above, then Lessee shall, at Lessee's expense, appoint a Qualified Appraiser to make an independent, written determination of the FMR within 30 days after such appointment. If the determination of FMR by the Qualified Appraiser appointed by the Lessor pursuant to Paragraph 7.02 is within five percent (5%) of the determination of FMR by the Qualified Appraiser appointed by Lessee pursuant to this Paragraph 7.03(d), the average of the two determinations shall be the FMR. If the determinations differ by more than five percent (5%), then the two Qualified Appraisers shall select a third Qualified Appraiser, who shall select one of their two determinations, and that amount shall be the FMR. In such event, the parties shall share the cost of such third Qualified Appraiser. The parties shall be responsible for the costs and fees of their separate Qualified Appraisers, and shall equally share in the costs and fees of the third Qualified Appraiser, if applicable.

(e) Notwithstanding the foregoing, Lessor can decide not to calculate the FMR, in which case the rent for the first year of the Extension Period shall be equal to the rent payable in the calendar month immediately preceding the new Extension Period multiplied by the Extension Period Rate Factor.

SECTION 8 EXTENSION OPTION

Lessee shall have the following renewal options:

8.01 Provided there then exists no Event of Default by Lessee under the lease, nor any event which event, with the giving of notice and/or the passage of time, would constitute an Event of Default, Lessee shall have the right and option (the "Extension Option") to extend the term of the lease for four additional periods of five (5) years (each an "Extension Period"), exercisable by Lessee giving Lessor written notice of Lessee's intention to exercise an Extension Option not earlier than nine (9) months nor later than six (6) months prior to the expiration of the then term of the lease; it being agreed time is of the essence.

8.02 Such Extension Period shall be under the same terms and conditions as provided in the lease except as follows:

(a) the Extension Period shall begin on the day after the expiration of the then term of

the lease, and thereafter the expiration date of the lease shall be deemed to be the last day of the applicable Extension Period;

(b) there shall be no further options to extend other than as set forth in Paragraph 8.01, above;

(c) the rent for the first Extension Period shall be as set forth in Exhibit "B", hereof; and

(d) the rent for Extension Periods subsequent to the first Extension Period shall be determined as follows:

(i) the rent for the first Lease Year of an Extension Period which Extension Period is subsequent to the first Extension Period shall be equal to (i) the Fair Market Rent determined as set forth in Paragraph 7.03, hereof, as of a date which is within the twelve (12) month period occurring prior to the first day of the applicable Extension Period, or, in the absence of an appraisal prepared as set forth in Paragraph 7.03 determining the FMR, (ii) the rent payable in the lease term immediately preceding the Extension Period being exercised multiplied by the Extension Period Rate Factor, and

(ii) the rent for each Lease Year after the first Lease Year of an Extension Period shall be equal to the rent payable during the preceding Lease Year, multiplied by the Extension Period Rate Factor.

8.03 Lessor may request to amend the lease to reflect the extension of the lease as described in this Section.

SECTION 9 NOTICES

All notices required by law and by this lease to be given by one party to the other shall be in writing, and the same may be served by certified mail, return receipt requested, as follows:

To Lessor:

City Manager
City of Lake City
205 North Maron Avenue
Lake City, Florida 32055

With a copy to each:

City Attorney
City of Lake City
205 North Marion Avenue
Lake City, Florida 32055

Airport Director
Lake City Gateway Airport
3524 East US Highway 90
Lake City, FL 32055

To Lessee:

Donald E. Little, Jr.
Manager
Tubular Building Systems, LLC
P.O. Box 2254
Lake City, Florida 32056

SECTION 10 TERMINATION OF LEASE

In addition to any other right set forth herein of Lessee to terminate this lease Lessee may terminate this lease at any time following written notice to Lessor of not less than sixty (60) days prior to the effective date of termination upon the occurrence of a Significant Event and the payment of liquidated damages to the Lessor in an amount equal to twelve (12) months' rent at the then monthly rent rate.

SECTION 11 WARRANTIES OF TITLE AND QUIET POSSESSION

The Lessor covenants that Lessor is seized of the Premises and owner in fee simple thereof with the full right to make this lease, subject to all matters of record, and covenants that the Lessee upon making payments of the rents and the keeping of the other covenants herein contained therefor shall have quiet and peaceful possession of the Premises during the term hereof.

SECTION 12 USES ALLOWED AND PROHIBITED

The Lessee shall use the Premises only for the purpose of operating a business engaged in fabrication and construction of tubular steel metal buildings and other related activities. The Lessee shall not use or permit the Premises or any part of the Premises to be used for any unauthorized or unlawful purpose, or for any purpose other than as set forth above.

SECTION 13 COMPLIANCE WITH LAWS

During the term of this lease, the Lessee shall comply with all ordinances, statutes, laws, rules and regulations of the City of Lake City, State of Florida and the U.S. Government, breach of which shall be cause for cancellation of this lease. The Lessee shall abide by all applicable regulations as set forth in the City Code of Ordinances of the City of Lake City, together with any future amendments to said ordinance. The Lessee shall at all times maintain all required licensing and

permits. The violation of any provision of the said ordinance, as evidenced by a final determination by the City's code enforcement board or special magistrate or a court of law, shall be conclusively deemed a default under this lease and shall not be subject to the notice requirements or cure provisions set forth in Section 25 of this lease. The Lessee further covenants that the Premises shall not be used for any purpose which might cause forfeiture of the Lessor's title to the Premises.

SECTION 14 SIGNS

Except with the prior written approval of Lessor, which approval shall not be unreasonably withheld, Lessee shall not erect, maintain or display any signs or any advertising at or on the exterior of the Premises or within the Premises that are visible from outside the Premises.

SECTION 15 LESSOR'S RIGHT OF ENTRY

The Lessee at all times shall permit Lessor or its agents to enter into and upon the Premises and buildings for the purpose of inspecting the same.

SECTION 16 IMPROVEMENTS OF PREMISES UPON TERMINATION

Lessee may, at its own expense and only upon written approval by Lessor, make alterations and improvements to the Premises as necessary for the conduct of its business. Lessee specifically agrees that any and all improvements, except signs, equipment and trade fixtures installed, located upon the said Premises shall become the property of the Lessor upon termination of this lease.

SECTION 17 OTHER RIGHTS RESERVED BY LESSOR

In addition to all rights reserved by Lessor in and to the Premises, Lessor expressly reserves the right to further develop or improve any area of the Airport and its industrial parks, as the Lessor deems proper, regardless of the desires and views of the Lessee and without interference or hindrance; maintain and keep in repair, but without obligation to Lessee, the Airport and industrial parks of the Airport and all publicly owned facilities of the Airport; and take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the Lessee from conducting any practice that may be detrimental to the Airport and industrial parks which in the sole opinion of the Lessor would limit the usefulness of the Airport and its industrial parks or constitute a hazard to such.

SECTION 18 UTILITIES

The Lessee agrees to pay all charges for any and all utilities in or about the Premises whether the

same be telephone, electricity, water, sewer, gas or the like. Lessee further agrees to take delivery of all City of Lake City utilities when each utility service is made available.

SECTION 19 RENOVATIONS, REPAIRS, AND MAINTENANCE

Lessee agrees to make, at its own cost and expense, any or all repairs or work necessary to maintain the Premises and any buildings presently located on the Premises, or constructed thereon during the course of this lease except the roof of the current building of approximately 7,500 square feet presently comprising a portion of the Premises.

Lessor, at its own cost and expense, shall keep, maintain, and repair the roof of the Building leased. In the event of an event necessitating repairs to the roof Lessee shall promptly give Lessor written notice of the need for repairs.

Lessee agrees to obtain the written consent of Lessor prior to the initiation of construction of any structures, to any degree, located on or to be located on the Premises. Further, Lessee agrees the interests of the Lessor in the Premises shall not be subject to liens for improvements made by the Lessee, the Lessee shall notify the contractors making any such improvements of this provision, and the knowing or willful failure of the Lessee to provide such notice to the contractors shall render any contracts between the Lessee and the contractors voidable at the option of the contractor, all pursuant to Florida law.

SECTION 20 INSURANCE AND BUILDING

20.01 Lessee shall carry public liability and property damage insurance policies with respect to the Premises and any improvements thereto. Such policies shall name Lessor as an additional insured, and have limits of no less than $1,00,00.00 for injury or death to any one person and $2,000,000.00 for any one accident and $1,000,000.00 with respect to damage to property. Such policies shall be issued by companies authorized to transact business in the state of Florida, and shall be in a form satisfactory to Lessor and shall provide for at least fifteen (15) days prior notice to Lessor of cancellation.

20.02 If any structure located on the Premises is totally destroyed or so damaged by fire or other casualties that it cannot be repaired or restored within ninety (90) days, this lease may, at the option of either Lessor or Lessee, be terminated and upon such termination, the rent shall abate for the remainder of the term. If the damage to the building is only partial and can be restored to its present condition within ninety (90) days, Lessor shall restore it as speedily as circumstances reasonably permit. Lessor may enter upon the Premises for the purpose of performing the restoration work. The rent shall abate until the restoration work has been completed. However, if such damage to any structure occurs during the final twelve (12) months of the then current term, Lessor may terminate this lease by giving written notice to Lessee within thirty (30) days after the damage occurs. If

Lessor exercises such option, the rent shall abate for the remainder of the term of the lease.

20.03 At any time after occupancy of the Premises by the Lessee, the Lessee agrees to allow an inspection by the Lessor and/or the Florida Department of Environmental Protection to determine the extent of storage or use of hazardous materials and to determine an appropriate amount of pollution insurance. The Lessee agrees to obtain pollution insurance, with the Lessor listed as an additional insured party, in an amount as reasonably required by the Lessor within fifteen (15) days of written notice.

SECTION 21 INDEMNIFICATION OF LESSOR

Lessee agrees to protect, defend, reimburse, indemnify and hold the Lessor, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by law, and except to the extent caused by the Lessor's gross negligence or intentional misconduct) by reason of any damage to property, or the environment (including, without limitation, any contamination of Airport property, such as the soil or storm water, or by fuel, gas, chemicals or any Hazardous Substances), or bodily injury (including death) incurred or sustained by any party hereto, any agent or employee of any party hereto, or any other person whomsoever, or any governmental agency, arising out of or incident to or in connection with the Lessee's performance under this Agreement, the Lessee's use or occupancy of the Premises, the Lessee's acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Agreement or any breach of the terms of this Agreement. Lessee recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Lessor in support of this indemnification in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with the insurance requirements herein shall not relieve the Lessee of its liability or obligation to indemnify the Lessor as set forth in this Article. Notwithstanding anything to the contrary in the foregoing or within this Agreement, the Lessor shall not relinquish or waive any of its rights as a sovereign local government and the Lessor reserves all rights and defenses under applicable sovereign immunity law.

SECTION 22 SUBORDINATION

22.01 This lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder now or hereafter having a security interest in the Premises or any other encumbrances Lessor desires to place on the Premises.

22.02 This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

SECTION 23 REAL PROPERTY TAXES AND ASSESSMENTS

Lessor shall pay all annual ad valorem taxes and assessments, of any kind, levied and imposed upon the Premises and improvements and will provide Lessee with a copy of the tax notice and paid receipt for such taxes. Within thirty (30) days following Lessee's receipt of the tax notice and paid receipt for such taxes, Lessee shall reimburse Lessor all of such taxes and assessments. Taxes owed for the last year of this lease, whether by expiration or early termination, shall be prorated between Lessor and Lessee.

SECTION 24 ASSIGNMENT AND SUBLETTING

The Lessee shall not assign nor sublet its right, title or interest in or to all or any portion of the Premises or the leasehold improvements without first obtaining the prior written consent of the Lessor, provided, however, that such consent shall not be unreasonably withheld; and provided further that the Lessee shall remain directly and primarily liable for the performance of the terms and conditions of this lease; provided further that no such assignment or subletting shall be made to any person for any purpose other than the purpose set forth in this lease.

SECTION 25 DEFAULT; REMEDIES

25.01 The occurrence of anyone or more of the following events shall constitute a default on the part of the Lessee: (1) the Lessee fails to pay when due any rental or any other sum of money payable hereunder on the date due; (2) the conduct of any business or performance of any acts at the Airport not specifically authorized in the Agreement; (3) the Lessee abandons, deserts or vacates the Premises; (4) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of this Agreement; or (5) the Lessee breaches or fails to comply with any other term, provision, covenant or condition of any other agreement, contract or obligation with or to Lessor. Any or all of the foregoing shall hereinafter be referred to as "Events of Default".

25.02 Upon the occurrence of any of the above Events of Default, the Lessor shall give written notice of such default to Lessee at the address set forth above. The effective date of notice shall be the date that the notice is placed in the U.S. Mail or posted on the Premises by Lessor. If the default is for failure to pay rent or any other sum of money when due, then the Lessee shall have three (3) days after the effective date of notice to cure. If the default is for any other Event of Default then the Lessee shall have fifteen (15) days after

the effective date of notice to cure, except that Lessee shall not be allowed an opportunity to cure a re-occurring Event of Default of the same type which has been previously notice by the Lessor and cured by the Lessee.

25.03 If the Lessee fails to cure the default within the time allowed, Lessor shall thereafter have the option to exercise any remedy or right permitted by law or in equity. The Lessee shall fully reimburse and compensate the Lessor upon demand for any costs and expenses incurred in connection with any cure, correction or repair undertaken by Lessor, which sums shall be deemed to be additional rent hereunder. In the event the Lessor relets the Premises, the Lessee shall pay the Lessor any deficiency between the amount received, if any, form such reletting, and the amount of rent and other fees payable by the Lessee hereunder, including Lessor's expenses in connection with re-entry, taking possession, repairing and reletting.

25.04 Notwithstanding the occurrence of any Event of Default, the Lessee shall remain liable to the Lessor for all payments payable hereunder and for all preceding breaches of any covenant of this Agreement. Furthermore, unless the Lessor elects to cancel this Agreement, the Lessee shall remain liable for and promptly pay any and all payments accruing hereunder until such time as this Agreement has been duly canceled. No retaking of possession of the Premises by the Lessor shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention be given to the Lessee. No pursuit of any remedy by Lessor shall constitute a forfeiture or waiver of any payments or other moneys due to the Lessor hereunder, or of any damages accruing to the Lessor by reason of the violations of any of the terms, provisions, and covenants herein contained. Lessor's acceptance of payments or other moneys following any event of default hereunder shall not be construed as the Lessor's waiver of such event of default unless the event of default is the delinquency in the payment of the amount accepted. No forbearance by the Lessor of action upon any violation or breach of any of the terms, provision and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions and covenants herein contained. Forbearance by the Lessor to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any such remedy.

SECTION 26 CONDEMNATION

In the event the entire Premises hereby leased are taken in condemnation proceedings, the Lessee may cancel the lease; should a substantial part of said Premises be so taken, the Lessee may cancel this lease or at its option retain the remainder of the Premises, which shall be restored to tenantable condition, then the rental shall be apportioned; the rental thereafter shall be reduced in proportion to the amount of loss as a result of condemnation proceedings.

SECTION 27 CLEANLINESS

Lessee shall at all times keep the Premises in a reasonably neat and orderly condition and clean and free from rubbish and dirt. Lessee will not store any unsightly materials, junk, garbage or debris of any kind upon the Premises and shall commit or suffer no waste of the Premises or maintain any nuisance thereon.

SECTION 28 DESTRUCTION OF PREMISES

In the event of damage to or destruction of any improvements which are to be erected on the Premises pursuant to the terms of this lease, during the term of said lease, from any cause covered by the insurance required hereunder, Lessee shall forthwith repair or rehabilitate the same. Such damage or destruction shall in no wise annul or void this lease.

SECTION 29 BANKRUPTCY

The Lessee agrees if Lessee is adjudged bankrupt or insolvent under the laws of the United States or any state, or makes a general assignment for the benefit of creditors, or if a receiver of the property of the Lessee is appointed and shall not be discharged within ninety (90) days after such appointment, then the Lessor may, at its option, declare the termination of this lease shall forthwith be entitled to immediate possession of the Premises.

SECTION 30 END OF TENANCY

The Lessee will yield up the Premises and all additions thereto, including buildings (except signs, equipment and trade fixtures installed) in as good and tenantable condition as the same are at the beginning of Lessee's occupancy, reasonable wear and tear, damage by fire and other casualties and condemnation appropriate by eminent domain excepted.

SECTION 31 PART OF MUNICIPAL AIRPORT

It is understood and agreed by and between the parties hereto that the Premises is a portion of the Airport and, therefore, notwithstanding anything contained that may be or appear to the contrary, it is expressly understood and agreed the rights granted under this agreement are non-exclusive and the Lessor herein reserves the right to grant similar privileges to another lessee or other lessees on other parts of the Airport. This lease may be subject to approval of the FAA. If the FAA disapproves this lease, either party may terminate the lease without penalty by providing written notice. This lease shall not be deemed a grant of any exclusive right for the use of the Airport or the granting of exclusive rights prohibited by any state, federal, or local statutes or regulations.

SECTION 32 NONDISCRIMINATION

The Lessee for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) and that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations may be amended. In the event of breach of any of the above nondiscrimination covenants, Lessor shall have the right to terminate the lease and to re-enter and as if said lease had never been made or issued. The provision shall not be effective until the procedures of Title 49, Code of Federal Regulations Part 21 are followed and completed including exercise or expiration of appeal rights.

SECTION 33 AIRPORT PROTECTION

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the Airport. The Lessee expressly agrees to restrict the height of structures, objects of natural growth and other obstructions on the Premises to such a height so as to comply with Federal Aviation Regulations, Part 77. The Lessee expressly agrees to prevent any use of the Premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

SECTION 34 SUBROGATION CLAUSE

The Lessor and Lessee shall waive all rights, each against the other, and against those holding under or through the Lessor or Lessee, for damages caused by fire or other perils to the extent covered by insurance where such damages are sustained in connection with the occupancy of the Premises.

SECTION 35 HAZARDOUS MATERIALS

35.01 The Lessee shall not cause or permit any Hazardous Materials to be brought upon, stored,

used, generated, released into the environment or disposed of on, in, under or about the Airport, without the prior written consent of the Lessor. To the fullest extent permitted by law, Lessee hereby agrees to indemnify, defend, protect and hold harmless Lessor and Lessor's Agents, and their respective successors and assigns, from any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, loss or restriction on use of rentable space or of any amenity of the Premises and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the lease term directly or indirectly from the presence of Hazardous Materials on, in or about the Premises which is caused or permitted by Lessee, Lessee's invitees, or Lessee's agents. This indemnification includes, without limitation, any and all costs incurred in connection with any investigation of site conditions or any clean up remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of such Hazardous Material in, on or about the Premises or the soil or ground water on or under any building or any portion thereof. The Lessee shall promptly notify the Lessor of any release of Hazardous Materials at the Airport, whether caused by the Lessee or any other persons or entities.

35.02 The Lessee shall promptly notify the Lessor of, and shall promptly provide true, correct, complete and legible copies of, all of the following environmental items relating to any property at the Airport which may be filed or prepared by or on behalf of, or delivered to or served upon, the Lessee: reports filed pursuant to any self-reporting requirements, reports filed pursuant to any applicable laws, all permit applications, permits, monitoring reports, workplace exposure and community exposure warnings or notices and all other reports, disclosures, plans, manifests or documents (even those which may be characterized as confidential) relating to water discharges, air pollution, water generation or disposal, underground storage tanks or Hazardous Materials.

35.03 The Lessor shall have the right, but not the obligation, to inspect, investigate, sample and/or monitor any property at the Airport, including any soil, water, groundwater or other sampling, and any other testing, digging, drilling or analyses, at any time, to determine whether the Lessee is complying with the requirements of this Section 35, or of any other law, and in connection therewith, the Lessee shall provide the Lessor with full access to all relevant facilities, records and personnel.

35.04 Prior to the execution of this lease, Lessee shall complete, execute and deliver to Lessor a *Hazardous Materials Questionnaire* in the form required by Lessor. The completed *Hazardous Materials Questionnaire* shall be deemed incorporated into this lease for all purposes, and Lessor shall be entitled to rely fully on the information contained therein. On each anniversary of the commencement date of this lease, Lessee shall complete, execute and deliver to Lessor an updated *Hazardous Materials Questionnaire*, in form as

may be modified by Lessor from time to time.

35.05 If the Lessee or any environmental inspection discloses the existence of Hazardous Materials in, on, under or about the Premises, the Lessee shall, at Lessor's request, immediately prepare and submit to Lessor within thirty (30) days after such request a comprehensive plan, subject to Lessor's approval, specifying the actions to be taken by Lessee to return the Premises to the condition existing prior to the introduction of such Hazardous Materials. Upon Lessor's approval of such clean-up plan, Lessee shall, at Lessee's sole cost and expense, without limitation on any rights and remedies of Lessor under this lease, or applicable law, immediately implement such plan and proceed to clean up the Hazardous Materials in accordance with all applicable laws and as required by such plan and this lease.

35.06 The provisions of this Section 35, including, without limitation, the indemnification provisions set forth herein, shall survive any termination of this lease.

SECTION 36 STORMWATER POLLUTION

Lessee agrees to prepare and adhere to a Stormwater Pollution Prevention Plan that meets the requirements of federal and state law and that is approved by Lessor. Lessee agrees to provide a copy of said plan to Lessor.

SECTION 37 LITIGATION VENUE

The Lessor and Lessee waive the privilege of venue and agree that all litigation between them in the State Courts shall take place in Columbia County, Florida, and that all litigation between them in the Federal Courts shall take place in the United States District Court for the Middle District of Florida.

SECTION 38 BENEFIT

This lease and all of the covenants and provisions thereof shall inure to the benefit of and be binding upon the legal representative successors and assigns of the parties hereto.

SECTION 39 ENTIRE AGREEMENT

This lease represents the complete understanding between the Parties, and any prior agreements or representations, whether written or verbal, are hereby superseded. No agreement to modify this lease will be effective unless in writing and executed by the party against whom the modification is sought to be enforced. Any such modification on the part of the Lessor shall not be effective unless considered at a public meeting and approved by majority vote of the City of Lake City Council.

SECTION 40 RESERVATION OF RIGHTS

This lease shall be subject and subordinate to all the terms, and conditions of any instruments and documents under which Lessor acquired the land or improvements thereon, of which said Premises are a part, and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Lessee understands and agrees this lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America, the State of Florida, or any of its agencies, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the grant or receipt of federal funds for the development of the Airport, and to any terms or conditions imposed upon the Airport by any other governmental entity. These terms and conditions include, but are not limited to, requirements that the Lessor obtain fair market rental value for the Premises for the duration of the lease term.

Supplemental to the foregoing, and not as a limitation thereof, this lease shall be subject to the terms, conditions and provisions of the Instruments of Transfer and all restrictions of record affecting the Airport and the use thereof, all federal and state laws and regulations affecting the same, and shall be subject and subordinate to the provisions of any existing agreement between the Lessor and the United States of America or the State of Florida, their boards, agencies or commissions, and to any future agreements between the foregoing relative to the operation or maintenance of the Airport, the execution of which may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport, or as a condition precedent to the use of the Airport, or any part thereof, by the Lessor or otherwise. All provisions hereof shall be subordinate to the right of the United States of America to terminate the right of the Lessor to occupy or use the Airport, or any part thereof, during the time of war or national emergency.

SECTION 41 MEMORANDUM OF LAND LEASE AGREEMENT

The parties hereto agree to execute a memorandum of this Airport Land Lease to be recorded with the Clerk of Courts of Columbia County, Florida on or before sixty (60) days after the date hereof.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this lease to be executed in duplicate this ____ day of October, 2026.

LESSOR:

City of Lake City, Florida

_____

Noah E. Walker, Mayor

ATTEST BY THE CITY CLERK OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey E. Sikes, City Clerk

LESSEE:

Tubular Steel, LLC, a Florida limited liability company

_____

By: Donald E. Little, Jr., Manager

EXHIBIT "A"
Page 1 of 3

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, being described as follows, together with easements for ingress and egress over and across portions of Lot 8A and Lot 8C, such easements being depicted as follows:

<u>Lot 8B (a portion of Lot 8):</u>

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.

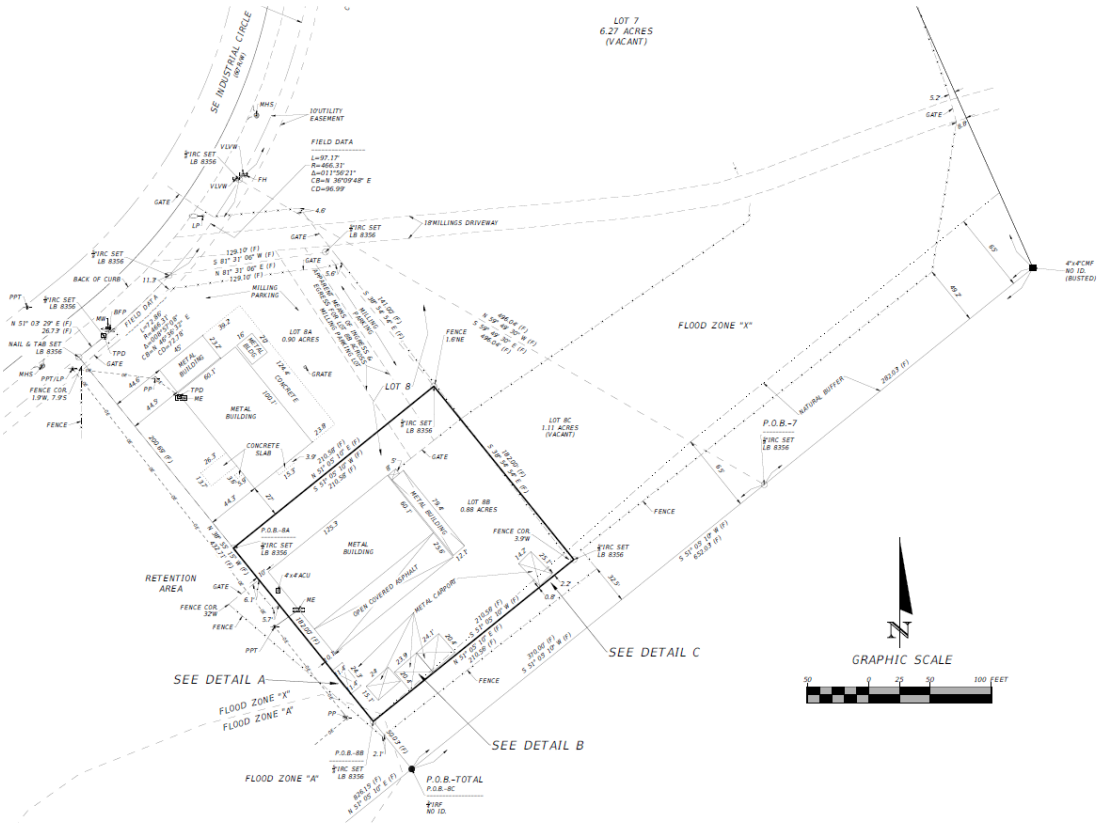


EXHIBIT "A"
Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":

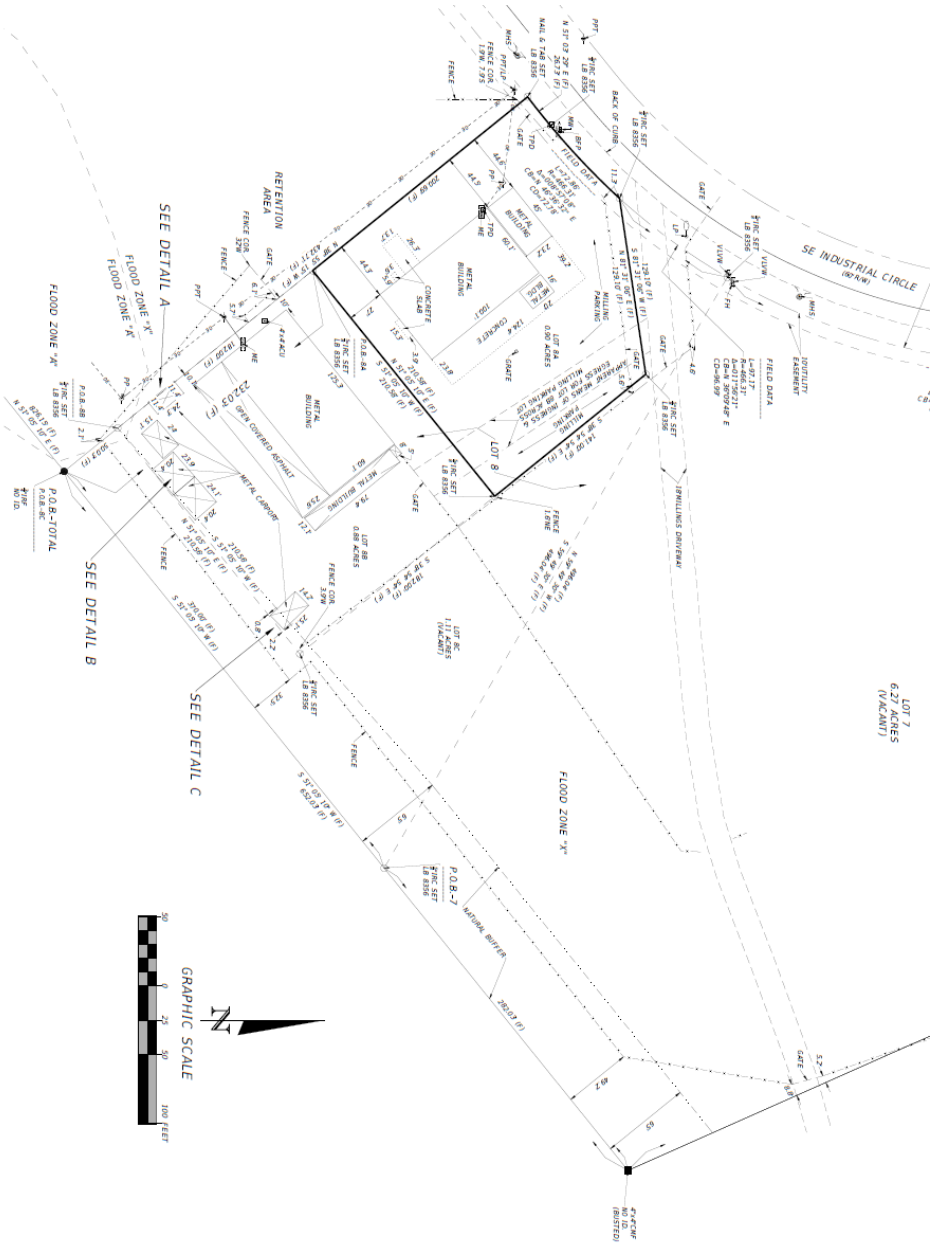


EXHIBIT "A"
Page 3 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:

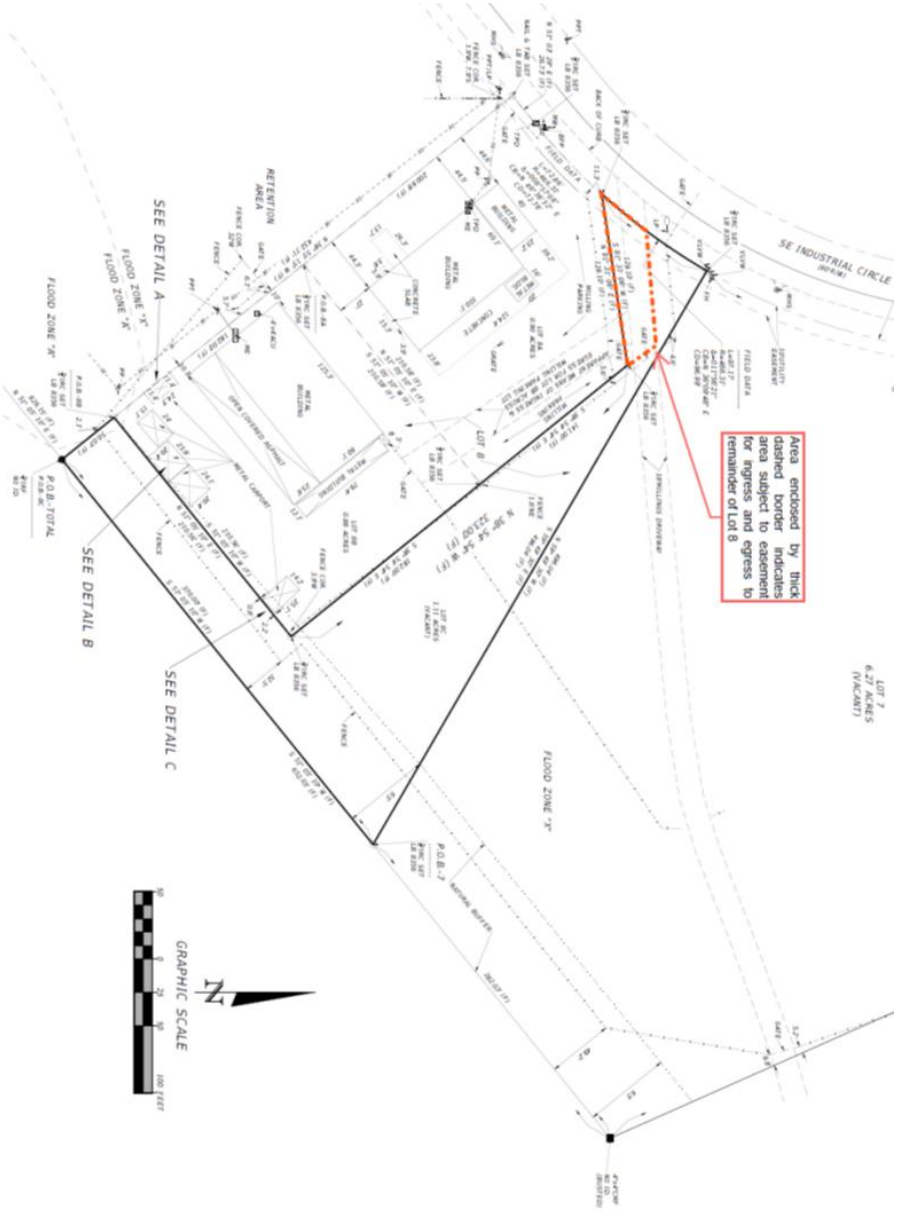


EXHIBIT "B"

Page 1 of 1

Term	Rent Year	Annual Rent	Monthly Rent
Initial Term commencing on October 1, 2026 and continuing through and including September 30, 2031	2026-2027	$37,977.04	$3,164.75
	2027-2028	$39,746.77	$3,312.23
	2028-2029	$41,598.97	$3,466.58
	2029-2030	$43,537.48	$3,628.12
	2030-2031	$45,566.33	$3,797.19
First Extended Term commencing on October 1, 2031 and continuing through and including September 30, 2036	2031-2032	$47,689.72	$3,974.13
	2032-2033	$49,912.06	$4,159.34
	2033-2034	$52,237.97	$4,353.16
	2034-2035	$54,637.38	$4,553.11
	2035-2036	$56,276.50	$4,689.71
Second Extended Term commencing on October 1, 2036 and continuing through and including September 30, 2041		TBD*	TBD*
Third Extended Term commencing on October 1, 2041 and continuing through and including September 30, 2046		TBD*	TBD*
Fourth Extended Term commencing on October 1, 2046 and continuing through and including September 30, 2051		TBD*	TBD*

* TBD indicates rent amounts will be adjusted to market rates based on the results of an appraisal of the fair market rental value of the Premises obtained pursuant to Section 7 of this lease.

EXHIBIT TO RESOLUTION

Return to:

City of Lake City
Attn: Procurement Director
205 North Marion Avenue
Lake City, FL 32055

MEMORANDUM OF LAND LEASE

THIS MEMORANDUM OF LEASE entered into this ____ day of October 2026, by and between the City of Lake City, Florida, a Florida municipality (the "Lessor" or "City"), and Tubular Building Systems, LLC, a Florida limited liability company (the "Lessee"),

W I T N E S S E T H:

WHEREAS, the Lessor and the Lessee have entered into an agreement titled *Airport Land Lease Between the City of Lake City, Florida and Tubular Building Systems, LLC* dated October ___, 2026 and having and Effective Date of October 1, 2026, (the "Lease"), pursuant to which the Lessor leases to the Lessee that certain real property and building herein described; and

WHEREAS, the Lessor and the Lessee desire to record certain basic terms of the Lease in the public records of Columbia County, Florida; now therefore,

FOR AND IN CONSIDERATION of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties do hereby confirm and set forth the following terms of the Lease, it being acknowledged by the parties the Lease contains additional terms not set forth below and the enforceability of such additional terms shall not be affected by their omission from this *Memorandum of Land Lease*:

1. The Lessor has leased to the Lessee pursuant to the Lease the real property described with all rights, privileges and easements appurtenant thereto (collectively, the "Premises"), to wit: the land now owned by Lessor and described in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Unless sooner terminated as provided in the Lease, the initial term of the Lease is for five (5) years, beginning on October 1, 2026, and continuing through and ending on September 30, 2031 The Lessee has an option pursuant to the Lease to renew the Lease for four (4) additional terms of five (5) years each.

3. Subject to the terms of the Lease, the Lease allows the Lessee to construct or place leasehold improvements upon the Premises, however the Lessor's underlying fee interest shall not be subject to any construction lien related to such improvements.

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

IN WITNESS WHEREOF, the parties have executed this document this ____ day of October 2026.

LESSOR:

City of Lake City, Florida

_____

Noah E. Walker, Mayor

LESSEE:

Tubular Building Systems, LLC, a Florida limited liability company

_____

By: Donald E. Little, Jr., Manager

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of physical presence on this _____ day of October 2026 by Noah E. Walker, Mayor, on behalf of the City of Lake City, Florida, who is personally known to me.

_____
Notary Public - Signature

_____
Notary Name - Printed

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of October 2026 by Donald E. Little, Jr., Manager, on behalf of the Tubular Building Systems, LLC, a Florida limited liability company, who is personally known to me or produced _____ as identification.

_____
Notary Public - Signature

_____
Notary Name - Printed

EXHIBIT "A"
Page 1 of 3

A portion of Lot 8 (designated as Lot 8B) of the City of Lake City Airport Industrial Park, an unrecorded subdivision, together with an easement for ingress and egress over and across a portion of Lot 8A, such lot and easement being described as follows:

<u>Lot 8B (a portion of Lot 8):</u>

COMMENCE at the Southwest corner of Section 35, Township 4 South, Range 17 East, Columbia County, Florida, and run thence North 03°04'52" East, along the West line of said Section 35, a distance of 49.59 feet to a point on the Northeasterly right-of-way line of State Road 100; thence South 52°06'22" East, along said Northeasterly right-of-way line of State Road 100, a distance of 2888.86 feet; thence North 51°05'10" East, a distance of 826.15 feet; thence North 38°55'15" West, a distance of 50.03 feet to the POINT OF BEGINNING; thence North 38°55'15" West, a distance of 182.00 feet; thence North 51°05'10" East, a distance of 210.58 feet; thence South 38°54'54" East, a distance of 182.00 feet; thence South 51°05'10" West, a distance of 210.56 feet to the POINT OF BEGINNING.

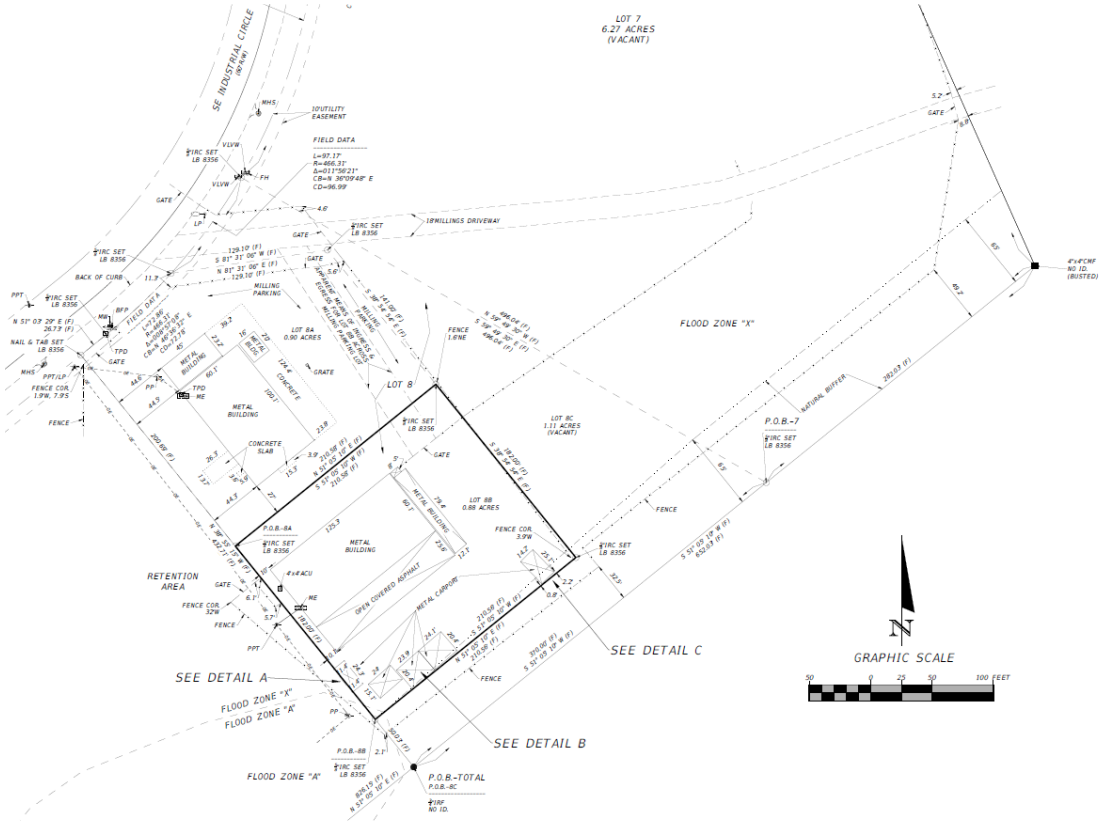


EXHIBIT "A"
Page 2 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8A and labelled thereon as "Apparent Means of Ingress & Egress for Lot 8B Across Milling Parking Lot":

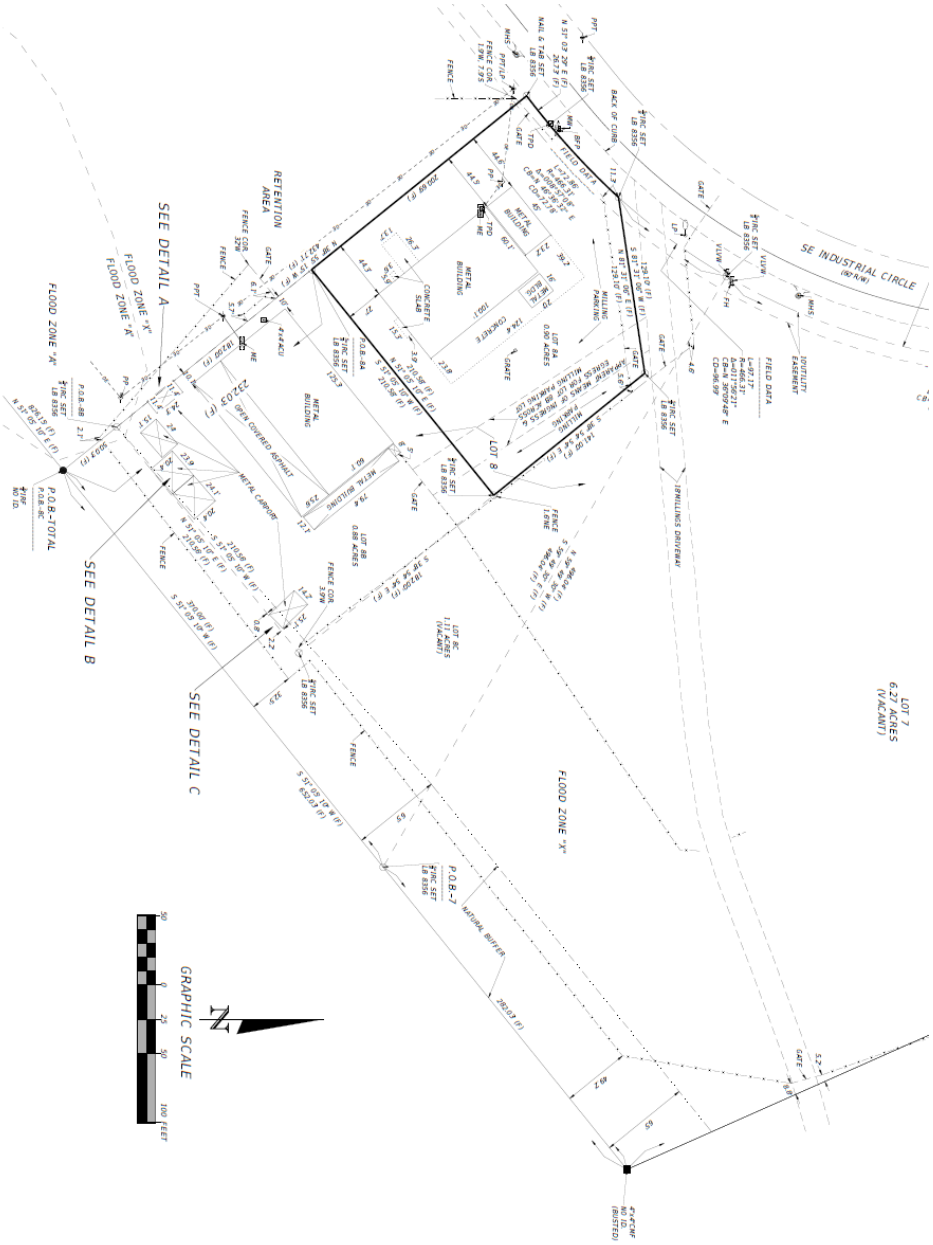
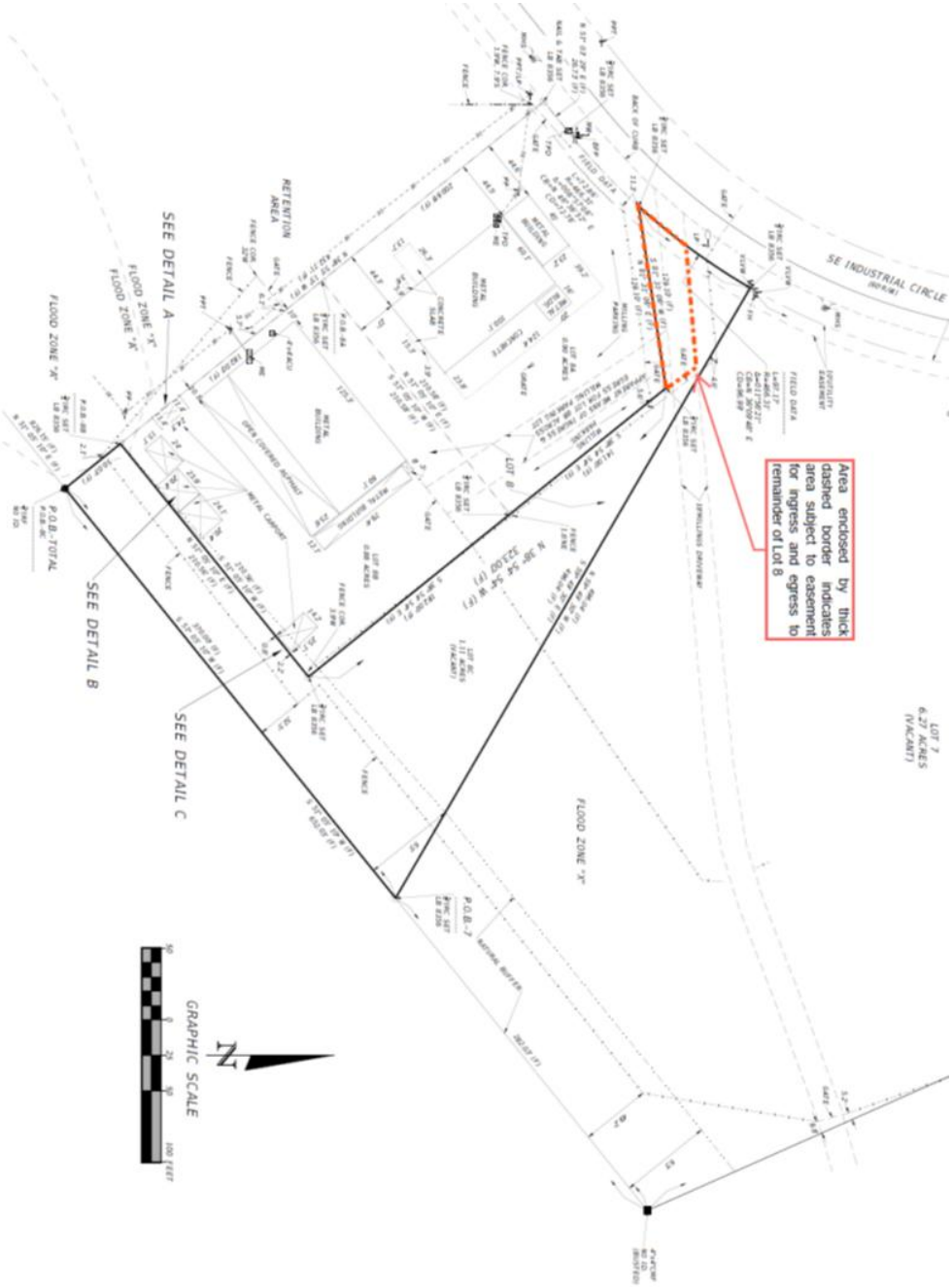


EXHIBIT "A"
Page 3 of 3

Together with an easement for ingress and egress as depicted on the following survey of Lot 8C and labelled thereon:



File Attachments for Item:

6. City Council Resolution No. 2026-125 - A resolution of the City Council of the City of Lake City, Florida, authorizing the renewal of the Third Judicial Circuit Mutual Aid Agreement between Law Enforcement Agencies located in the Third Judicial Circuit of Florida; making certain findings of fact in support of the City renewing said agreement; recognizing the authority of the Mayor to execute and bind to said renewal agreement; recognizing the authority of the Chief of Police to execute said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Mayor to execute and bind the City to said renewal agreement; directing the Chief of Police to execute said renewal agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
10-4-26

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **Renewal Memorandum of Agreement (MOU) between Lake City Police Department & Third Judicial Circuit**

DEPT / OFFICE: **Police Department**

Originator:

Chief of Police Gerald Butler

City Manager	Department Director	Date
Don Rosenthal, City Manager	Gerald Butler	9-10-26

Recommended Action: Approve the Lake City Police Department (LCPD) renewing an agreement with the Third Judicial Circuit. No changes in wording, other than expiration date.

Summary Explanation & Background:

This Agreement establishes general conditions and permits the Lake City Police Department to receive and extend mutual aid to other municipalities located in the Third Judicial Circuit. Agencies may request Law Enforcement services and resources to protect the public.

Alternatives:

None

Source of Funds:

N/A

Financial Impact:

None

Exhibits Attached:

- Renewal Memorandum of Understanding with expiration date of 12-31-27.
- Current MOU with expiration date of 12-31-26.

CM/rrp
09/29/2026

RESOLUTION NO 2026 – 125

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE RENEWAL OF THE THIRD JUDICIAL CIRCUIT MUTUAL AID AGREEMENT BETWEEN LAW ENFORCEMENT AGENCIES LOCATED IN THE THIRD JUDICIAL CIRCUIT OF FLORIDA; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY RENEWING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND TO SAID RENEWAL AGREEMENT; RECOGNIZING THE AUTHORITY OF THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID RENEWAL AGREEMENT; DIRECTING THE CHIEF OF POLICE TO EXECUTE SAID RENEWAL AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City, Florida (the "City") together with the other municipalities located in the Third Judicial Circuit having law enforcement agencies and the County Sheriffs in the Third Judicial Circuit (collectively, the "Law Enforcement Agencies") are parties to that certain *Third Judicial Circuit Mutual Aid Agreement* (the "Agreement"); and

WHEREAS, the Agreement is set to expire on December 31, 2026; and

WHEREAS, the City and the Law Enforcement Agencies have mutually agreed to extend and renew the Agreement to continue its terms and conditions through December 31, 2027; and

WHEREAS, the Law Enforcement Agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional law enforcement problems to protect the public peace and safety, and preserve the lives and property of the people, and intensive situations, including but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, pursuant to Chapter 23, Part I, Florida Statutes (the "The Florida Mutual Aid Act") the Law Enforcement Agencies are authorized to enter into a combined mutual aid agreement for law enforcement service which permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes; and

WHEREAS, the City Council finds renewing and extending the Agreement is in the public or community interest and for the public welfare pursuant to and in accordance with the terms and conditions of the Agreement, a copy of which is attached hereto and made a part of this resolution; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Renewing and extending the Agreement in order to continue its terms and conditions through December 31, 2027 is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Chief of Police is authorized and directed to join the Mayor in executing the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

Third Judicial Circuit Mutual Aid Agreement

This is an agreement between municipalities located in the Third Judicial Circuit. This is also an agreement between those municipalities and the Sheriffs of the counties within the Third Judicial Circuit.

For the purpose of this agreement, the subscribing Law Enforcement agencies are as follows:

CROSS CITY POLICE DEPARTMENT	COLUMBIA COUNTY SHERIFF'S OFFICE
JASPER POLICE DEPARTMENT	DIXIE COUNTY SHERIFF'S OFFICE
JENNINGS POLICE DEPARTMENT	HAMILTON COUNTY SHERIFF'S OFFICE
LAKE CITY POLICE DEPARTMENT	LAFAYETTE COUNTY SHERIFF'S OFFICE
LIVE OAK POLICE DEPARTMENT	MADISON COUNTY SHERIFF'S OFFICE
MADISON POLICE DEPARTMENT	TAYLOR COUNTY SHERIFF'S OFFICE
PERRY POLICE DEPARTMENT	SUWANNEE COUNTY SHERIFF'S OFFICE

WITNESSETH

WHEREAS, the subscribing law enforcement agencies are so located in relation to one another that it is to the advantage of each to receive and extend mutual aid in the form of Law Enforcement services and resources to adequately respond to:

1. Continuing, multi-jurisdictional law enforcement problems so as to protect the public peace and safety, and preserve the lives and property of the people, and
2. Intensive situations including, but not limited to, emergencies as defined under Section 252.34, Florida Statutes; and

WHEREAS, the subscribing agencies have the authority under Section 23.12, Florida Statutes, et seq, the Florida Mutual Aid Act, to enter into a combined Mutual Aid Agreement for law enforcement services which:

1. Permits voluntary cooperation and assistance of a routine law enforcement nature across jurisdictional lines, and
2. Provides for the rendering of assistance in law enforcement emergencies as defined in Section 252.34, Florida Statutes

NOW THEREFORE, the parties agree as follows:

EXHIBIT TO RESOLUTION

SECTION I: PROVISIONS FOR VOLUNTARY COOPERATION

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other in dealing with any violations of Florida Statutes to include but not necessarily be limited to, investigation of homicides, sex offenders, robberies, assaults, burglaries, larcenies, gambling, motor vehicle thefts, drug violations, pursuant to Chapter 893, F.S., backup services during patrol activities, school resource officers on official duty out of their jurisdiction, and inter-agency task forces and/or joint investigations.

SECTION II: PROVISIONS FOR OPERATIONAL ASSISTANCE

Each of the aforesaid Law Enforcement Agencies hereby approve and enter into this Agreement whereby each of the agencies may request and render law enforcement assistance to the other to include, but not limited to, dealing with disturbances, large protest demonstrations, aircraft disasters, fires, natural or man-made disasters, sporting events, concerts, parades, escapes from detention facilities, and incidents requiring utilization of specialized units.

SECTION III: PROCEDURES FOR REQUESTING ASSISTANCE

In the event that a party to this Agreement is in need of assistance as set forth above, an authorized representative of the agency requesting assistance shall notify the agency head or his/her designee from whom such assistance is requested. The agency head or authorized agency representative whose assistance is sought shall evaluate the situation and the agency's available resources, consult with his/her supervisors, if necessary, and respond in a manner he/she deems appropriate. The agency head whose jurisdiction assistance is being rendered may determine who is authorized to lend assistance in his/her jurisdiction; for how long such assistance is authorized, and for what purpose such authority is granted. This authority may be granted either verbally or in writing as the particular situation dictates.

Should a sworn law enforcement officer be in another subscribed agency's jurisdiction for matters of a routine nature, such as traveling through the jurisdiction on routine business, attending a meeting or going to or from work, or transporting a prisoner, and a violation of Florida Statutes occurs in the presence of said party representing his/her respective agency, he/she shall be empowered to render enforcement assistance and act in accordance with the law.

Should enforcement action be taken, said party shall notify the agency having normal jurisdiction and upon this later arrival, turn the situation over to them and offer any assistance requested including, but not limited to, a follow-up written report so prescribed in this paragraph which is not intended to grant general authority to conduct investigations, serve warrants, and/or subpoenas or to respond without request to emergencies already being addressed by the agency, or normal jurisdiction, but is intended to address critical, life-threatening or public safety situations, prevent bodily injury to citizens, or secure apprehension of criminals who the law enforcement officer may encounter.

The Agency head's decision on these matters shall be final.

EXHIBIT TO RESOLUTION

SECTION IV: COMMAND AND SUPERVISORY RESPONSIBILITY

The personnel and equipment that are assigned by the assisting agency head shall be under the immediate command of a supervising officer designated by the agency head. Such supervising officer shall be under the direct supervision and command of the agency head or his/her designee of the agency requesting assistance.

CONFLICTS: Whenever an officer, deputy sheriff or other appointee is rendering assistance pursuant to this Agreement, the officer, deputy sheriff or appointee shall abide by, and be subject to, the rules and regulations, personnel policies, general orders and standard operating procedures of their agency. If any rule, regulation, personnel policy, general order, or standard operating procedure of their agency is contradicted, contravened, or otherwise differentiates from the agency who is requesting assistance, then such rule, regulation, policy, general order, or procedure of the requesting agency shall control and supersede the direct order.

HANDLING COMPLAINTS: Whenever there is cause to believe that a complaint has arisen as a result of a cooperative effort as it may pertain to this Agreement, the agency head or his/her designee of the requesting agency shall be responsible for the documentation of said complaint to ascertain at a minimum;

1. The identity of the complaint.
2. An address where the complaining party can be contacted
3. The specific allegation
4. The identity of the employees accused without regard as to agency affiliation.
   If it is determined that the accused is an employee of the assisting agency, the above information, with all pertinent documentation gathered during the receipt and processing of the complaint, shall be forwarded without delay to the agency head or his/her designee of the assisting agency for administrative review. The requesting agency may conduct a review of the complaint to determine if any factual basis for the complaint exists and/or whether any of the employees of the requesting agency violated any of their agency's policies or procedures.

SECTION V: LIABILITY

Each party engaging in any mutual cooperation and assistance, pursuant to this Agreement, agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees while engaged in rendering such aid pursuant to the Agreement, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

SECTION VI: POWERS, PRIVILEGES, IMMUNITIES AND COSTS

1. Employees of each participating agency, when actually engaging in mutual cooperation and assistance outside of their jurisdictional limits but inside this State, under the terms of this Agreement shall, pursuant to the provisions of Section 23.127(1), Florida Statutes, have the same powers, duties, rights, privileges and immunities as if the employee was performing duties inside the employee's political subdivision in which normally employed.

2. Each party agrees to furnish necessary personnel, equipment, resources, and facilities and to render services to each other party to the Agreement as set forth above; provided however, that no party shall be required to deplete unreasonably its own personnel, equipment, resources, facilities, and services in furnishing such mutual aid.
3. A political subdivision that furnishes equipment pursuant to this Agreement must bear the cost of loss or damage to that equipment and must pay any expense incurred in the operation and maintenance of that equipment.
4. The agency furnishing aid pursuant to this Agreement shall compensate its appointees/employees during the time such aid is rendered and shall defray the actual travel and maintenance expenses of its employees while they are rendering such aid, including amounts paid or due for compensation due to personal injury or death while such employees are engaged in rendering such aid.
5. The privileges and immunities from liability, exemption from laws, ordinances and rules, and all pension, insurance, relief, disability, worker's compensation, salary, death, and other benefits that apply to the activity of an employee of an agency when performing the employee's duties within the territorial limits of the employee's agency apply to the employee to the same degree, manner, and extent while engaged in the performance of the employee's duties extra territorially under the provisions of this Mutual Aid Agreement. The provisions of this section shall apply with equal effect paid, volunteer, and reserve employees.
6. Nothing herein shall prevent the requesting agency from requesting supplemental appropriations from the governing authority having budgeting jurisdiction to reimburse the assisting agency for any actual costs or expenses incurred by the assisting agency performing hereunder.

SECTION VII: FORFEITURE PROVISIONS

1. In the event an agency seizes any real property, vessel, motor vehicle, aircraft, currency, or other property pursuant to Florida Contraband Forfeiture Act during the performance of this Agreement, the agency requesting assistance in the case of requested operational assistance, and the seizing agency in the case of voluntary cooperation, shall be responsible for maintaining any forfeiture action pursuant to Chapter 932, Florida Statutes. The agency pursuing the forfeiture action shall have the exclusive right to control, and the responsibility to maintain, the property in accordance with Chapter 932, Florida Statutes, to include, but not be limited to, the complete discretion to bring the action or dismiss the action.
2. All proceeds from forfeited property seized as a result of, or in accordance with, this Agreement shall be divided equally between the parties participating in the action that caused the seizure, less the cost associated with the forfeiture action.

SECTION VIII: CONFLICTING MUTUAL AID AGREEMENTS

This Agreement is intended to supplement and not replace any other mutual aid agreement(s) to which the individual agencies of the Third Judicial Circuit may also belong. To the extent this Agreement conflicts with an agreement between individual agencies, the agreement between the

individual agencies controls unless agreed to in writing by the individual agencies' representatives.

SECTION IX: EFFECTIVE DATE

This Agreement shall take effect upon execution and approval by the hereunder named officials and shall continue in full force and effect until December 31, 2027.

Under no circumstance may this Agreement be renewed, amended, or extended except in writing

SECTION X: CANCELLATION

Any party may cancel its participation in this Agreement upon delivery of written notice to the other party or parties. Cancellation will be at the discretion of any subscribing party.

In witness whereof, the parties hereto cause these presents to be signed and dated as specified.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Joined by:

_____
Gerald Butler, Chief of Police
City of Lake City Police Department

File Attachments for Item:

7. City Council Resolution No. 2026-131 - A resolution of the City of Lake City, Florida approving that certain agreement between the City and the State of Florida Department of Transportation for administration of grant funds from the State of Florida Department of Transportation Public Transportation Grant Program; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
10/5/2026

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: FDOT Public Transportation Grant Agreement

DEPT / OFFICE: AIRPORT

Originator: Angel Bryant

City Manager	Department Director	Date
Don Rosenthal	CHAD GOMES	9/24/2026

Recommended Action:
Request approval to accept grant funds in the amount of $125,930.00 from FDOT/FAA Public Transportation Grant for the Design of Taxilane and Apron Rehab & Drainage Improvements at Lake City Gateway Airport.

Summary Explanation & Background:
The purpose of this grant is to resurface asphalt between the hangars and repair a significant drainage issue at the back of the side ramp to alleviate flooding issues on the airport property. The FAA is contributing $115,560 and FDOT is contributing $10,280 with an airport match $2570.

Alternatives:
Not accept grant.

Source of Funds:
Reimbursed by FDOT.

Financial Impact:
$2570.00 airport match $115,650.00 FAA fund $10,280.00 FDOT fund

Exhibits Attached:
FDOT/FAA - Public Transportation Grant Agreement

CM/rrp
09/30/2026

RESOLUTION NO 2026 - 131

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR ADMINISTRATION OF GRANT FUNDS FROM THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION GRANT PROGRAM; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (the "FDOT") administers certain grant funds through the Public Transportation grant program that may be accessed by the City of Lake City (the "City"); and

WHEREAS, the FDOT has awarded the City certain grant funds in the amount of one hundred twenty-five thousand nine hundred thirty dollars ($125,930.00) (the "Awarded Funds") as set forth in FDOT Project No. 216821-7-94-01 (the "Agreement"); and

WHEREAS, the City will use the Awarded Funds for taxilane design, apron rehabilitation, and drainage improvements at the Lake City Gateway Airport (the "Project"); and

WHEREAS, the Federal Aviation Administration (the "FAA") is committed to contributing up to one hundred fifteen thousand five hundred sixty dollars ($115,560.00) in matching funds to complete the project; and

WHEREAS, FDOT is committed to contributing up to ten thousand two hundred eighty dollars ($10,280.00) in matching funds to complete the project; and

WHEREAS, the City is committed to contributing up to two thousand five hundred seventy dollars ($2,570.00) in matching funds to complete the project; and

WHEREAS, the FDOT and the City desire to enter into that certain contract to govern administration of the Awarded Funds by adopting the form of the Agreement attached hereto; and

WHEREAS, accepting the Awarded Funds by adopting and executing the Agreement is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Awarded Funds by adopting and executing the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and
3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and
5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and
6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
7. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-01
STRATEGIC DEVELOPMENT
OGC 10/25

Financial Project Number(s): (item-segment-phase-sequence)		Fund(s):	DPTO, FAA, LF	FLAIR Category:	088719
216821-7-94-01		Work Activity Code/Function:	215	Object Code:	751000
		Federal Award Identification Number (FAIN) – Transit only:	N/A	Org. Code:	55022020228
Contract Number:		Federal Award Date:	N/A	Vendor Number:	VF596000352002
CFDA Number:	N/A	Agency UEI Number:			
CFDA Title:	N/A				
CSFA Number:	N/A				
CSFA Title:	N/A				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of Lake City, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 332.007, Florida Statutes, to enter into this Agreement.

2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in the DESIGN OF TAXILANE & APRON REHAB & DRAINAGE IMPROVEMENTS AT LAKE CITY AIRPORT PFL0015402, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

   __ **Aviation**
   __ **Seaports**
   __ **Transit**
   __ **Intermodal**
   __ **Rail Crossing Closure**
   X **Match to Direct Federal Funding** (Aviation or Transit)
   (Note: Section 15 and Exhibit G do not apply to federally matched funding)
   __ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

   X Exhibit A: Project Description and Responsibilities
   X Exhibit B: Schedule of Financial Assistance
   __ *Exhibit B1: Deferred Reimbursement Financial Provisions
   __ *Exhibit B2: Advance Payment Financial Provisions
   __ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
   X *Exhibit C: Terms and Conditions of Construction
   X Exhibit D: Agency Resolution
   X Exhibit E: Program Specific Terms and Conditions
   X Exhibit E1: Prohibition Based on Health Care Choices
   __ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

X Exhibit E3: Geoengineering and Weather Modification Reporting (Aviation)
X Exhibit E4: Energy Policy Goals Reporting
X Exhibit F: Contract Payment Requirements
__ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
__ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
__ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
__ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through September 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

   a. __ If this box is checked the following provision applies:

   Unless terminated earlier, work on the Project shall commence no later than the __ day of __, or within __ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

   a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

   c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

   d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days

of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

a. The estimated total cost of the Project is $128,500. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.

b. The Department agrees to participate in the Project cost up to the maximum amount of $10,280 and, the Department's participation in the Project shall not exceed 8.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B'', Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

a. Eligible Cost. The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.

b. Deliverables. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.

c. Invoicing. Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.

d. Supporting Documentation. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

e. Travel Expenses. The selected provision below is controlling regarding travel expenses:

X Travel expenses are NOT eligible for reimbursement under this Agreement.

__ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. **Invoice Processing**. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the

Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

n. **Limits on Contracts Exceeding $25,000 and Term more than 1 Year.** In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A"**, **Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A"**, **Project Description and Responsibilities.**

11. **General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.

b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.

c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than $250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:

i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or

ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.

d. __ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

e. __ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):

i. __ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).

ii. __ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.

iii. __ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.

f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.

b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.

c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs

have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. **Maintenance Obligations**. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

    a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. **Sale, Transfer, or Disposal of Department-funded Property:**

    a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.

    b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:

        i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.

        ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.

        iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.

        iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.

    c. The terms of provisions “a” and “b” above shall survive the termination of this Agreement.

        i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.

        ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

    Federal Funded:

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "H", Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of

30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.

b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance,** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

a. Convicted Vendor List. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. Discriminatory Vendor List. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

g. **E-Verify.** The Agency shall:

   i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

   ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366. Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:

   i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency

   ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.

iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

i. Design Services and Construction Engineering and Inspection Services. If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the Department's or the Agency's sovereign immunity. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"),

ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

a. Environmental Regulations. The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.

b. Non-Admission of Liability. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

c. Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

d. Agency not an agent of Department. The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

e. Bonus or Commission. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Non-Contravention of State Law. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

g. Execution of Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

h. Federal Award Identification Number (FAIN). If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

i. Inspector General Cooperation. The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Lake City

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: James M. Knight, P.E.

Title: Urban Planning and Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): DESIGN TAXILANE & APRON REHAB and DRAINAGE IMPROVEMENTS AT LAKE CITY AIRPORT PFL0015402

B. Project Location (limits, city, county): Lake City Gateway Airport/Lake City, FL/Columbia
[X] Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): As required by 215.971, F.S., this scope of work includes, but is not limited to, consultant and design fees, survey and geotechnical costs, permitting, plan preparation, and bid documents for the design of taxilane & apron rehab and drainage improvement project. The Sponsor will comply with Aviation Program Assurances.

D. Deliverable(s): DESIGN TAXILANE & APRON REHAB and DRAINAGE IMPROVEMENTS AT LAKE CITY AIRPORT PFL0015402

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel Expenses and meals.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT TO RESOLUTION

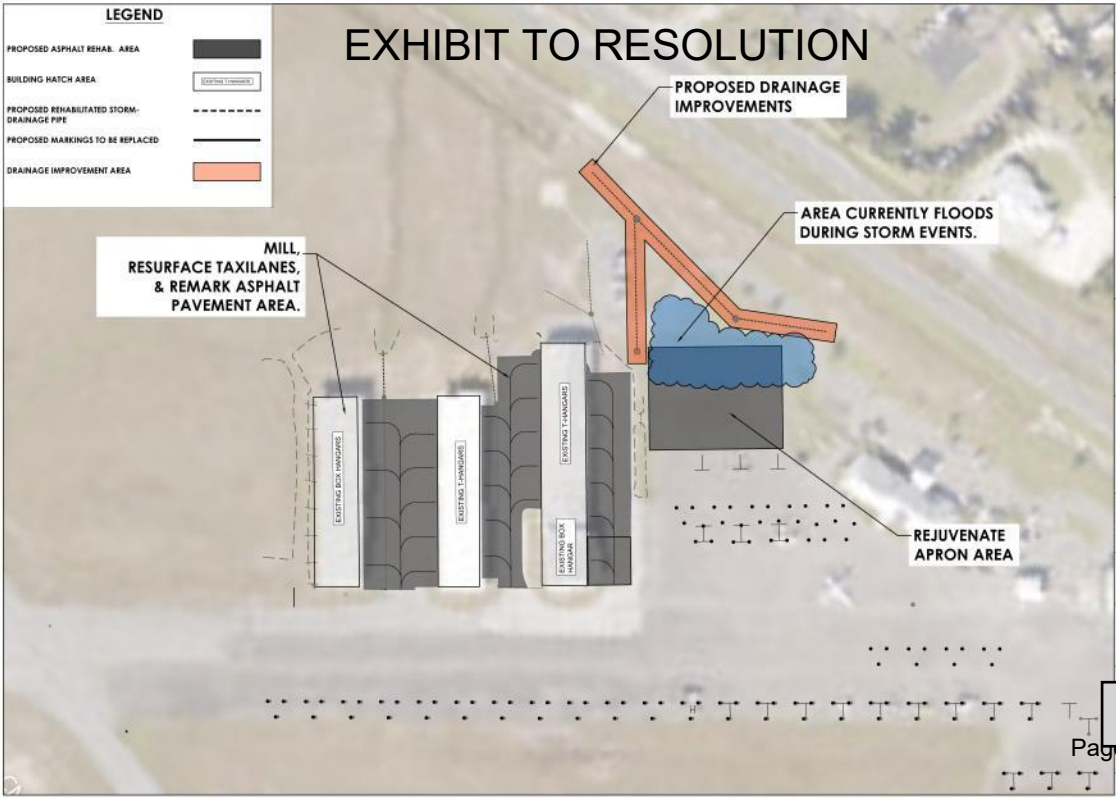


EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/ CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
216821-7-94-01	DPTO	088719	2027	751000	N/A	N/A	$10,280.00
216821-7-94-01	FAA	088719	2027	751000	N/A	N/A	$115,650.00
216821-7-94-01	LF	088719	2027	751000	N/A	N/A	$2,570.00
	Total Financial Assistance						$128,500.00

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Planning	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Environmental/ Design/ Construction	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Capital Equipment/ Preventative Maintenance	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Match to Direct Federal Funding	$10,280.00	$2,570.00	$115,650.00	$128,500.00	8.00	2.00	90.00
Mobility Management (Transit Only)	$0.00	$0.00	$0.00	$0.00	0.00	0.00	0.00
Totals	$10,280.00	$2,570.00	$115,650.00	$128,500.00			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Christina Nalsen
Department Grant Manager Name

Signature Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. **Design and Construction Standards and Required Approvals.**

   a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.

   b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Christina Nalsen (email: Christina.Nalsen@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.

   c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.

   d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).

   e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.

   f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. **Construction on the Department's Right of Way.** If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

   a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.

c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.

d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is __.

e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.

l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.

m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation):

u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contact info:

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

EXHIBIT TO RESOLUTION

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans for construction on the Department's Right of Way certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION
AVIATION PROGRAM ASSURANCES

A. General.

1. The assurances herein shall form an integral part of the Agreement between the Department and the Agency.

2. These assurances delineate the obligations of the Parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit "A", Project Description and Responsibilities**, and **Exhibit "B", Schedule of Financial Assistance**, as well as serving to protect public investment in public-use airports and the continued viability of the Florida Aviation System.

3. The Agency shall comply with the assurances as specified in this Agreement.

4. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility for an airport development or noise compatibility program project, but shall not exceed 20 years from the effective date of this Agreement.

5. There shall be no limit on the duration of the terms and assurances of this Agreement regarding Exclusive Rights and Airport Revenue so long as the property is used as a public airport.

6. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by this Agreement.

7. Subject to appropriations, the Department shall continue to comply with its financial commitment to this Project under the terms of this Agreement, until such time as the Department may determine that the Agency has failed to comply with the terms and assurances of this Agreement.

8. An Agency that has been determined by the Department to have failed to comply with either the terms of these Assurances, or the terms of the Agreement, or both, shall be notified, in writing, by the Department, identifying the specifics of the non-compliance and any corrective action by the Agency to remedy the failure.

9. Failure by the Agency to satisfactorily remedy the non-compliance shall absolve the Department's continued financial commitment to this Project and immediately require the Agency to repay the Department the full amount of funds expended by the Department on this Project.

10. Any history of failure to comply with the terms and assurances of an Agreement will jeopardize the Agency's eligibility for further state funding of airport projects by the Department.

B. Agency Compliance Certification.

1. **General Certification.** The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and applicable local governments, as well as Department policies, guidelines, and requirements, including but not limited to, the following (latest version of each document):

   a. **Florida Statutes (F.S.)**
      - Chapter 163, F.S., Intergovernmental Programs
      - Chapter 329, F.S., Aircraft: Title; Liens; Registration; Liens
      - Chapter 330, F.S., Regulation of Aircraft, Pilots, and Airports
      - Chapter 331, F.S., Aviation and Aerospace Facilities and Commerce
      - Chapter 332, F.S., Airports and Other Air Navigation Facilities
      - Chapter 333, F.S., Airport Zoning

b. Florida Administrative Code (FAC)

- Chapter 73C-41, FAC, Community Planning; Governing the Procedure for the Submittal and Review of Local Government Comprehensive Plans and Amendments
- Chapter 14-60, FAC, Airport Licensing, Registration, and Airspace Protection
- Section 62-256.300, FAC, Open Burning, Prohibitions
- Section 62-701.320(13), FAC, Solid Waste Management Facility Permit Requirements, General, Airport Safety

c. Local Government Requirements

- Airport Zoning Ordinance
- Local Comprehensive Plan

d. Department Requirements

- Eight Steps of Building a New Airport
- Florida Airport Revenue Use Guide
- Florida Aviation Project Handbook
- Guidebook for Airport Master Planning
- Airport Compatible Land Use Guidebook

2. **Construction Certification.** The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, as well as Federal Aviation Administration (FAA) Advisory Circulars (AC's) and FAA issued waivers thereto, including but not limited to, the following:

a. Federal Requirements

- FAA AC 70/7460-1, Obstruction Marking and Lighting
- FAA AC 150/5300-13, Airport Design
- FAA AC 150/5370-2, Operational Safety on Airports During Construction
- FAA AC 150/5370-10, Standards for Specifying Construction of Airports

b. Local Government Requirements

- Local Building Codes
- Local Zoning Codes

c. Department Requirements

- Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Commonly Referred to as the "Florida Green Book")
- Manual on Uniform Traffic Control Devices
- Section 14-60.007, FAC, Airfield Standards for Licensed Airports
- Standard Specifications for Construction of General Aviation Airports
- Design Guidelines & Minimum Standard Requirements for T-Hangar Projects

3. **Land Acquisition Certification.** The Agency hereby certifies, regarding land acquisition, that it will comply with applicable federal and/or state policies, regulations, and laws, including but not limited to the following:

a. Federal Requirements

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- National Environmental Policy of 1969
- FAA Order 5050.4, National Environmental Policy Act Implementing Instructions for Airport Projects
- FAA Order 5100.37B, Land Acquisition and Relocation Assistance for Airport Projects

b. Florida Requirements

- Chapter 73, F.S., Eminent Domain (re: Property Acquired Through Condemnation)
- Chapter 74, F.S., Proceedings Supplemental to Eminent Domain (re: Condemnation)
- Section 286.23, F.S., Public Business: Miscellaneous Provisions

C. Agency Authority.

1. **Legal Authority.** The Agency hereby certifies, with respect to this Agreement, that it has the legal authority to enter into this Agreement and commit to this Project; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the airport sponsor's governing body authorizing this Agreement, including assurances contained therein, and directing and authorizing the person identified as the official representative of the governing body to act on its behalf with respect to this Agreement and to provide any additional information as may be required.

2. **Financial Authority.** The Agency hereby certifies, with respect to this Agreement, that it has sufficient funds available for that portion of the Project costs which are not paid by the U.S. Government or the State of Florida; that it has sufficient funds available to assure future operation and maintenance of items funded by this Project, which it will control; and that authority has been granted by the airport sponsor governing body to commit those funds to this Project.

D. Agency Responsibilities. The Agency hereby certifies it currently complies with or will comply with the following responsibilities:

1. **Accounting System.**

   a. The Agency shall create and maintain a separate account to document all of the financial transactions related to the airport as a distinct entity.

   b. The accounting records shall be kept by the Agency or its authorized representative in accordance with Generally Accepted Accounting Principles and in an accounting system that will facilitate an effective audit in accordance with the 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Section 215.97, F.S., Florida Single Audit Act.

   c. The Department has the right to audit and inspect all financial records of the Agency upon reasonable notice.

2. **Good Title.**

   a. The Agency holds good title, satisfactory to the Department, to the airport or site thereof, or gives assurance, satisfactory to the Department, that good title will be obtained.

   b. For noise compatibility program projects undertaken on the airport sponsor's property, the Agency holds good title, satisfactory to the Department, to that portion of the property upon which state funds will be expended, or gives assurance, satisfactory to the Department, that good title will be obtained.

3. **Preserving Rights and Powers.**

   a. The Agency shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, the Agency shall act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.

   b. If an arrangement is made for management and operation of the airport by any entity or person other than the Agency or an employee of the Agency, the Agency shall reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the terms and assurances of this Agreement.

4. **Hazard Removal and Mitigation.**

a. For airport hazards located on airport controlled property, the Agency shall clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

b. For airport hazards not located on airport controlled property, the Agency shall work in conjunction with the governing public authority or private land owner of the property to clear and protect terminal airspace required for instrument and visual operations at the airport (including established minimum flight altitudes) by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. The Agency may enter into an agreement with surrounding property owners or pursue available legal remedies to remove potential hazards to air navigation.

5. Airport Compatible Land Use.

a. The Agency assures that appropriate airport zoning ordinances are in place consistent with Section 333.03, F.S., or if not in place, that it will take appropriate action necessary to ensure local government adoption of an airport zoning ordinance or execution of an interlocal agreement with another local government body having an airport zoning ordinance, consistent with the provisions of Section 333.03, F.S.

b. The Agency assures that it will disapprove or oppose any attempted alteration or creation of objects, natural or man-made, dangerous to navigable airspace or that would adversely affect the current or future levels of airport operations.

c. The Agency assures that it will disapprove or oppose any attempted change in local land use development regulations that would adversely affect the current or future levels of airport operations by creation or expansion of airport incompatible land use areas.

6. Consistency with Local Government Plans.

a. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility for the area surrounding the airport.

b. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.

c. The Agency shall consider and take appropriate actions, if deemed warranted by the Agency, to adopt the current, approved Airport Master Plan into the local government comprehensive plan.

7. Consistency with Airport Master Plan and Airport Layout Plan.

a. The Agency assures that the project, covered by the terms and assurances of this Agreement, is consistent with the most current Airport Master Plan.

b. The Agency assures that the Project, covered by the terms and assurances of this Agreement, is consistent with the most current, approved Airport Layout Plan (ALP), which shows:

1) The boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the Agency for airport purposes and proposed additions thereto;
2) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities; and
3) The location of all existing and proposed non-aviation areas on airport property and of all existing improvements thereon.

c. The Agency assures that it will not make or permit any changes or alterations on the airport or any of its facilities that are not consistent with the Airport Master Plan and the Airport Layout Plan, as approved by the Department.

d. Original Airport Master Plans and Airport Layout Plans and each amendment, revision, or modification thereof, will be subject to the approval of the Department.

8. Airport Financial Plan.

a. The Agency assures that it will develop and maintain a cost-feasible Airport financial plan to accomplish the projects necessary to achieve the proposed airport improvements identified in the Airport Master Plan and depicted in the Airport Layout Plan, and any updates thereto. The Agency's Airport financial plan must comply with the following conditions:

1) The Airport financial plan will be a part of the Airport Master Plan.
2) The Airport financial plan will realistically assess project phasing considering availability of state and local funding and likelihood of federal funding under the FAA's priority system.
3) The Airport financial plan will not include Department funding for projects that are inconsistent with the local government comprehensive plan.

b. All Project cost estimates contained in the Airport financial plan shall be entered into and kept current in the Florida Aviation Database (FAD) Joint Automated Capital Improvement Program (JACIP) website.

9. Airport Revenue. The Agency assures that all revenue generated by the airport will be expended for capital improvement or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the air transportation of passengers or property, or for environmental or noise mitigation purposes on or off the airport.

10. Fee and Rental Structure.

a. The Agency assures that it will maintain a fee and rental structure for facilities and services at the airport that it will make the airport as self-sustaining as possible under the circumstances existing at the particular airport.

b. If this Agreement results in a facility that will be leased or otherwise produce revenue, the Agency assures that the price charged for that facility will be based on the market value.

11. Public-Private Partnership for Aeronautical Uses.

a. If the airport owner or operator and a person or entity that owns an aircraft or an airport tenant or potential tenant agree that an aircraft hangar or tenant-specific facility, respectively, is to be constructed on airport property for aircraft storage or tenant use at the expense of the aircraft owner or tenant, the airport owner or operator may grant to the aircraft owner or tenant of the facility a lease that is subject to such terms and conditions on the facility as the airport owner or operator may impose, subject to approval by the Department.

b. The price charged for said lease will be based on market value, unless otherwise approved by the Department.

12. Economic Nondiscrimination.

a. The Agency assures that it will make the airport available as an airport for public use on reasonable terms without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public.

1) The Agency may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

2) The Agency may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

b. The Agency assures that each airport Fixed-Based Operator (FBO) shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other FBOs making the same or similar uses of such airport and utilizing the same or similar facilities.

13. Air and Water Quality Standards. The Agency assures that all projects involving airport location, major runway extension, or runway location will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards.

14. Operations and Maintenance.

a. The Agency assures that the airport and all facilities, which are necessary to serve the aeronautical users of the airport, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal and state agencies for maintenance and operation, as well as minimum standards established by the Department for State of Florida licensing as a public-use airport.

1) The Agency assures that it will not cause or permit any activity or action thereon which would interfere with its use for airport purposes.
2) Except in emergency situations, any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Department.
3) The Agency assures that it will have arrangements for promptly notifying airmen of any condition affecting aeronautical use of the airport.

b. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when adverse weather conditions interfere with safe airport operations.

15. Federal Funding Eligibility.

a. The Agency assures it will take appropriate actions to maintain federal funding eligibility for the airport and it will avoid any action that renders the airport ineligible for federal funding.

b. If the Agency becomes ineligible for federal funding of airport projects, such determination will render the Agency ineligible for state funding of airport projects.

16. Project Implementation.

a. The Agency assures that it will begin making expenditures or incurring obligations pertaining to this Project within one year after the effective date of this Agreement.

b. The Agency may request a one-year extension of this one-year time period, subject to approval by the Department District Secretary or designee.

c. Failure of the Agency to make expenditures, incur obligations or receive an approved extension may allow the Department to terminate this Agreement.

17. Exclusive Rights. The Agency assures that it will not permit any exclusive right for use of the airport by any person providing, or intending to provide, aeronautical services to the public.

18. Airfield Access.

a. The Agency assures that it will not grant or allow general easement or public access that opens onto or crosses the airport runways, taxiways, flight line, passenger facilities, or any area used for emergency

equipment, fuel, supplies, passengers, mail and freight, radar, communications, utilities, and landing systems, including but not limited to flight operations, ground services, emergency services, terminal facilities, maintenance, repair, or storage, except for those normal airport providers responsible for standard airport daily services or during special events at the airport open to the public with limited and controlled access.

b. The Agency assures that it will not grant or allow general easement or public access to any portion of the airfield from adjacent real property which is not owned, operated, or otherwise controlled by the Agency without prior Department approval.

19. Retention of Rights and Interests. The Agency will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the real property shown as airport owned or controlled on the current airport layout plan without prior written approval by the Department. It will not sell, lease, encumber, terminate, waive, or otherwise transfer or dispose of any part of its title, rights, or other interest in existing noise easements or avigation easements on any property, airport or non-airport, without prior written approval by the Department. These assurances shall not limit the Agency's right to lease airport property for airport-compatible purposes.

20. Consultant, Contractor, Scope, and Costs.

a. The Department has the right to disapprove the Agency's employment of consultants, contractors, and subcontractors for all or any part of this Project if the specific consultants, contractors, or subcontractors have a record of poor project performance with the Department.

b. Further, the Department maintains the right to disapprove the proposed Project scope and cost of professional services.

21. Planning Projects. For all planning projects or other aviation studies, the Agency assures that it will:

a. Execute the project per the approved project narrative or with approved modifications.

b. Furnish the Department with such periodic project and work activity reports as indicated in the approved scope of services.

c. Make such project materials available for public review, unless exempt from public disclosure.

1) Information related to airport security is considered restricted information and is exempt from public dissemination per Sections 119.071(3) and 331.22 F.S.
2) No materials prepared under this Agreement shall be subject to copyright in the United States or any other country.

d. Grant the Department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this Agreement.

e. If the Project involves developing an Airport Master Plan or an Airport Layout Plan, and any updates thereto, it will be consistent with provisions of the Florida Aviation System Plan, will identify reasonable future growth of the airport and the Agency will comply with the Department airport master planning guidebook, including:

1) Provide copies, in electronic and editable format, of final Project materials to the Department, including computer-aided drafting (CAD) files of the Airport Layout Plan.
2) Develop a cost-feasible financial plan, approved by the Department, to accomplish the projects described in the Airport Master Plan or depicted in the Airport Layout Plan, and any updates thereto. The cost-feasible financial plan shall realistically assess Project phasing considering availability of state and local funding and federal funding under the FAA's priority system.
3) Enter all projects contained in the cost-feasible plan in the Joint Automated Capital Improvement Program (JACIP).

f. The Agency understands and agrees that Department approval of this Agreement or any planning material developed as part of this Agreement does not constitute or imply any assurance or commitment on the part of the Department to approve any pending or future application for state aviation funding.

g. The Agency will submit master planning draft and final deliverables for Department and, if required, FAA approval prior to submitting any invoices to the Department for payment.

22. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

a. Laws. Acquire the land in accordance with federal and/or state laws governing such action.

b. Administration. Maintain direct control of Project administration, including:

1) Maintain responsibility for all related contract letting and administrative procedures related to the purchase of real property.
2) Secure written Department approval to execute each agreement for the purchase of real property with any third party.
3) Ensure a qualified, State-certified general appraiser provides all necessary services and documentation.
4) Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
5) Establish a Project account for the purchase of the land.
6) Collect and disburse federal, state, and local project funds.

c. Reimbursable Funds. If funding conveyed by this Agreement is reimbursable for land purchase in accordance with Chapter 332, F.S., the Agency shall comply with the following requirements:

1) The Agency shall apply for a FAA Airport Improvement Program grant for the land purchase within 60 days of executing this Agreement.
2) If federal funds are received for the land purchase, the Agency shall notify the Department, in writing, within 14 calendar days of receiving the federal funds and is responsible for reimbursing the Department within 30 calendar days to achieve normal project federal, state, and local funding shares per Chapter 332, F.S.
3) If federal funds are not received for the land purchase, the Agency shall reimburse the Department within 30 calendar days after the reimbursable funds are due in order to achieve normal project state and local funding shares as described in Chapter 332, F.S.
4) If federal funds are not received for the land purchase and the state share of the purchase is less than or equal to normal state and local funding shares per Chapter 332, F.S., when reimbursable funds are due, no reimbursement to the Department shall be required.

d. New Airport. If this Project involves the purchase of real property for the development of a new airport, the Agency assures that it will:

1) Apply for federal and state funding to construct a paved runway, associated aircraft parking apron, and connecting taxiway within one year of the date of land purchase.
2) Complete an Airport Master Plan within two years of land purchase.
3) Complete airport construction for basic operation within 10 years of land purchase.

e. Use of Land. The Agency assures that it shall use the land for aviation purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

f. Disposal of Land. For the disposal of real property the Agency assures that it will comply with the following:
1) For land purchased for airport development or noise compatibility purposes, the Agency shall, when the land is no longer needed for such purposes, dispose of such land at fair market value and/or make available to the Department an amount equal to the state's proportionate share of its market value.

2) Land will be considered to be needed for airport purposes under this assurance if:

a) It serves aeronautical purposes such as a runway protection zone or as a noise buffer.
b) Revenue from uses of such land contributes to airport financial self-sufficiency.

3) Disposition of land under Sections D.22.f.1. or D.22.f.2. of this Exhibit, above, shall be subject to retention or reservation of any interest or right therein needed to ensure such land will only be used for purposes compatible with noise levels related to airport operations.
4) Revenues from the sale of such land must be accounted for as outlined in Section D.1. of this Exhibit, and expended as outlined in Section D.9. of this Exhibit.

23. Construction Projects. The Agency assures that it will:

a. Project Certifications. Certify Project compliances, including:

1) Consultant and contractor selection comply with all applicable federal, state and local laws, rules, regulations, and policies.
2) All design plans and specifications comply with federal, state, and professional standards and applicable FAA advisory circulars, as well as the minimum standards established by the Department for State of Florida licensing as a public-use airport.
3) Completed construction complies with all applicable local building codes.
4) Completed construction complies with the Project plans and specifications with certification of that fact by the Project Engineer.

b. Design Development. For the plans, specifications, construction contract documents, and any and all other engineering, construction, and contractual documents produced by the Engineer, which are hereinafter collectively referred to as "plans", the Engineer will certify that:

1) The plans shall be developed in accordance with sound engineering and design principles, and with generally accepted professional standards.
2) The plans shall be consistent with the intent of the Project as defined in Exhibit A and Exhibit B of this Agreement.
3) The Project Engineer shall perform a review of the certification requirements listed in Section B.2. of this Exhibit, Construction Certification, and make a determination as to their applicability to this Project.
4) Development of the plans shall comply with all applicable laws, ordinances, zoning and permitting requirements, public notice requirements, and other similar regulations.

c. Inspection and Approval. The Agency assures that:

1) The Agency will provide and maintain competent technical supervision at the construction site throughout the Project to assure that the work conforms to the plans, specifications, and schedules approved by the Department, as applicable, for the Project.
2) The Agency assures that it will allow the Department to inspect the work and that it will provide any cost and progress reporting, as may be required by the Department.
3) The Agency assures that it will take the appropriate corrective action necessary, as required by the Department, for work which does not conform to the Department standards.

d. Pavement Preventive Maintenance. The Agency assures that for a project involving replacement or reconstruction of runway or taxiway pavement it has implemented an airport pavement maintenance management program and that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with state financial assistance at the airport.

24. Noise Mitigation Projects. The Agency assures that it will:

a. Government Agreements. For all noise compatibility projects that are carried out by another unit of local government or are on property owned by a unit of local government other than the Agency, the Agency shall enter into an agreement with that government body.

1) The local agreement, satisfactory to the Department, shall obligate the unit of local government to the same terms and assurances that apply to the Agency.
2) The Agency assures that it will take steps to enforce the local agreement if there is substantial non-compliance with the terms of the local agreement.

b. Private Agreements. For noise compatibility projects on privately owned property:

1) The Agency shall enter into an agreement with the owner of that property to exclude future actions against the airport.
2) The Agency assures that it will take steps to enforce such agreement if there is substantial non-compliance with the terms of the agreement.

- End of Exhibit E -

Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.

2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

EXHIBIT E3

PROGRAM SPECIFIC TERMS AND CONDITIONS - AVIATION

(Geoengineering and Weather Modification Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. Statutory Reference. Section 403.4115, F.S. and Section 332.004, F.S.

2. Statutory Compliance. Pursuant to Section 403.4115, F.S., as a condition of receiving funds from the Department, the Agency, a public-use airport as this term is defined in Section 332.004, F.S., shall submit a monthly report beginning November 1, 2025, identifying:

a. The physical presence of any aircraft on public property, including any public infrastructure, equipped with any part, component, device, or the like which may be used to support the intentional emission, injection, release, or dispersion of air contaminants into the atmosphere within the borders of this state when such emissions occur for the express purpose of affecting temperature, weather, climate, or the intensity of sunlight; and

b. The landing, takeoff, stopover, or refueling of an aircraft equipped with the components outlined above on the physical location of the public infrastructure.

– End of Exhibit E3 –

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 04/26

EXHIBIT E4
PROGRAM SPECIFIC TERMS AND CONDITIONS
(Energy Policy Goals Reporting)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.135(2)(c)4, F.S. and Section 377.601(3), F.S.

2. **Statutory Compliance.** Pursuant to Section 339.135(2)(c)4, F.S., the Department shall submit a report identifying any agencies listed below that have adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S. to the legislative appropriation committees:

   a. A public transit provider as defined in s. 341.031(1), F.S.;
   b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.;
   c. A public-use airport as defined in s. 332.004, F.S.; or
   d. A port listed in s. 311.09(1), F.S.

3. **Agency Reporting Requirements.** As a condition of receiving state funds from the Department, the Agency shall certify in the section below whether the Agency has adopted or promoted energy policy goals inconsistent with the State of Florida energy policy set forth in Section 377.601(3), F.S.:

   The Agency HAS ☐ / HAS NOT ☐ adopted or promoted energy policy goals inconsistent with the energy policy of the State of Florida set forth in Section 377.601(3), F.S.

– End of Exhibit E4 –

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

File Attachments for Item:

8. City Council Resolution No. 2026-132 - A resolution of the City of Lake City, Florida, approving that certain legal services agreement with the law firm of Bartlett Law Offices, P.C. for legal services related to phase 2 claims against the manufacturer(s) of firefighting foam products, including PFAS products, used in proximity to the City's airport which caused damage to the City; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

RESOLUTION NO 2026-132

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH THE LAW FIRM OF BARTLETT LAW OFFICES, P.C. FOR LEGAL SERVICES RELATED TO PHASE 2 CLAIMS AGAINST THE MANUFACTURER(S) OF FIREFIGHTING FOAM PRODUCTS, INCLUDING PFAS PRODUCTS, USED IN PROXIMITY TO THE CITY'S AIRPORT WHICH CAUSED DAMAGE TO THE CITY; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

WHEREAS, the City has need of specialized legal services with respect to filing claims for arising from the use of PFAS at or near the Lake City Gateway Airport (the "Airport"); and

WHEREAS, the City's testing shows the presence of these chemicals in the City to be within levels meeting established tolerances considered to be of no imminent danger to the public health by state and federal environmental standards; and

WHEREAS, the City has claims against two of the largest producers of PFAS chemicals -- 3M and DuPont – in the AFFF Products Liability Litigation known as MDL 2873 Settlement (the "Project"); and

WHEREAS, the Bartlett Law Offices, P.C. (the "Vendor"), a law firm, has consented to represent the City in furtherance of the Project; and

WHEREAS, the Vendor has submitted a proposal in the form of a legal services agreement (the "Agreement") in the form attached as an exhibit hereto; and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

WHEREAS, engaging the Vendor to represent the City in the claims process against 3M and DuPont would enhance the City's eligibility to be compensated for damages from pending class action lawsuits against these two companies; and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Agreement

is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

BARTLETT LAW OFFICES

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

LEGAL RETAINER

WHEREAS, the undersigned (the "Client") agrees to retain Bartlett Law Offices, P.C. to file a claim for contamination/remediation and harms caused by PFAS in its Public Water System in the AFFF Products Liability Litigation (MDL 2873) Settlement. The client is the City of Lake City, Florida, a Florida municipality, which operates an eligible public water system, PWSID FL2120630.

1. **Applicable Law and Venue.** This Retainer shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The parties agree all actions or proceedings arising in connection with this Retainer shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Retainer in any jurisdiction other than the jurisdiction specified in this section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

2. **Public Records.** Law Firm shall generally comply with Florida's public records laws, and specifically Law Firm shall:
   a. Keep and maintain public records required by the Client to perform and/or provide the service or services contracted for herein.
   b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
   c. Ensure that 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 term of this Retainer and following completion of this Retainer if Law Firm does not transfer the records to the Client.

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443
bartlettlawpc.com

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

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

If the Law Firm has questions regarding the application of Chapter 119, Florida Statutes, to the Law Firm's duty to provide public records relating to this Retainer, contact the Client's Custodian of Public Records at:
Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.

EXHIBIT TO RESOLUTION

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Cell: 203-503-1420
Email: ken@bartlettlawpc.com

3. **E-Verify.** As a condition precedent to entering into this Retainer, and in compliance with Section 448.095, Fla. Stat., Law Firm and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.
   a. Law Firm shall require each of its subcontractors to provide Law Firm with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Law Firm shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Retainer.
   b. The Client, Law Firm, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.
   c. The Client, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Law Firm otherwise complied, shall promptly notify Law Firm and Law Firm shall immediately terminate the contract with the subcontractor.
   d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Law Firm acknowledges that upon termination of this Retainer by the Client for a violation of this section by Law Firm, Law Firm may not be awarded a public contract for at least one (1) year. Law Firm further acknowledges that Law Firm is liable for any additional costs incurred by the Client as a result of termination of any contract for a violation of this section.
   e. Law Firm or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Law Firm shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

EXHIBIT TO RESOLUTION

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Email: ken@bartlettlawpc.com

4. **FEE PERCENTAGE:** As consideration for legal services rendered and to be rendered by the Attorneys in carrying out the purpose hereof, Client agrees to pay Law Firm one-quarter (25 %) of all gross amounts recovered, plus expenses as outlined in section #2 ("Disbursements") below. Client assigns, and the Law Firm accepts and acquires as its fee, a proportionate interest in the subject matter of any claim, action, or suit instituted or asserted under the provisions of this agreement. **The Client shall pay no expenses or fees in the event there is no recovery.**

5. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firm a legal fee for services rendered. The law firm will advance the costs of the PFAS testing. The prime reimbursable expense will be the cost of this PFAS testing. If there are additional expenses that exceed $ 250.00, the attorneys will discuss with the client before incurring. At the time of settlement and before the distribution of proceeds, any additional expenses will be discussed with the client. These disbursements shall be deducted from the Client's share after computation of the Attorney's Fee as described in section # 1 above. **The Client shall pay no expenses or fees in the event there is no recovery.**

6. **NO GUARANTEE OF FINAL OUTCOME:** No attorney can accurately predict the outcome of any legal matter. Accordingly, the Law Firm makes no express or implied representations as to the final outcome of the matter(s) contemplated by this Agreement.

7. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representative, successors and assigns.

8. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only agreement of the Parties hereto and supersedes all prior understandings or written or oral agreement between the Parties respecting the within subject matter, if any.

9. **TERMINATION OF REPRESENTATION:** The Client may terminate the Law Firm's representation of it at any time by providing written notice to the Law Firm at the above address.

10. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained.

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443
bartlettlawpc.com

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

11. **COUNCIL APPROVAL CONTINGENCY:** This Agreement will not be legally valid unless or until the City Council approves this retainer.

    Client certifies and acknowledges that Client has had the opportunity to read this Agreement. Client further affirms that Client has voluntarily entered into this Agreement, that Client has been advised that Client may seek legal counsel to review this Agreement before signing, and that Client is fully aware of the terms and conditions contained in this Agreement.

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

SIGNED AND ACCEPTED ON THIS _____ day of_____, 2026.

CLIENT SECTION **LAW FIRM SECTION**

Please print Client Entity Name :	**Bartlett Law Offices, P.C.**
Print Name & Title of Authorized Representative:	**Kenneth G. Bartlett**
Signature of Authorized Representative:	**DATE:**
Contact Email:	
Contact Phone:	
Address(Street + Suite if Applicable):	
City, State, Zip:	

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443
bartlettlawpc.com

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

INFORMATION DETAILS:

EIN#:

PWSID:

Client: _____

1. Main contact person: _____

Phone number: _____

Email address: _____

Address: _____

_____

2. Legal counsel (if applicable): _____

Main contact person: _____

Phone number: _____

Email address: _____

Address _____

_____

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443

Kenneth G. Bartlett
Board Certified Civil Trial Attorney
Office: 203-421-4400
Cell: 203-503-1420
Email: ken@bartlettlawpc.com

SCAN THE SIGNED RETAINER AND INFORMATIONAL DETAILS (4th page) TO:

ken@bartlettlawpc.com

Or send overnight mail with tracking to:

Bartlett Law Offices, P.C.
9 Whisper Cove Road
Old Saybrook, CT 06475

Any questions or concerns:

Kenneth Bartlett cell/ text (203) 503-1420

EXHIBIT TO RESOLUTION

P.O. Box 4017
Madison, CT 06443

File Attachments for Item:

9. City Council Resolution No. 2026-133 - A resolution of the City of Lake City, Florida, approving that certain Legal Services Agreement with the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor, LLC, and Bartlett Law Offices, P.C. for legal services related to claims against the manufacturer(s) of firefighting foam products, including PFAS products, used in proximity to the City's airport which caused damage to the City's airport; making certain findings of fact in support thereof; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
09/29/2026

RESOLUTION NO 2026-133

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN LEGAL SERVICES AGREEMENT WITH THE LAW FIRMS OF BARON & BUDD, P.C., COSSICH, SUMICH, PARSIOLA & TAYLOR, LLC, AND BARTLETT LAW OFFICES, P.C. FOR LEGAL SERVICES RELATED TO CLAIMS AGAINST THE MANUFACTURER(S) OF FIREFIGHTING FOAM PRODUCTS, INCLUDING PFAS PRODUCTS, USED IN PROXIMITY TO THE CITY'S AIRPORT WHICH CAUSED DAMAGE TO THE CITY'S AIRPORT; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, legal services are exempt from the competitive procurement processes of the City of Lake City (the "City"); and

WHEREAS, the City owns and operates the Lake City Gateway Airport (the "Airport"); and

WHEREAS, the City has need of specialized legal services with respect to damages, compensation, and other relief to which the City may be entitled as a result of damages to the Airport caused by the use of Aqueous Film Forming Foam ("AFFF") at the Airport (the "Project"); and

WHEREAS, the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Bartlett Law Offices, PC (the "Vendor") have consented to represent the City in furtherance of the Project; and

WHEREAS, the Vendor has submitted a proposal in the form of a legal services agreement (the "Agreement") in the form attached as an exhibit hereto; and

WHEREAS, the Agreement is a contingency fee agreement whereby the City is only obligated to pay a fee to the Vendor if the Vendor accomplishes a recovery for the City; and

WHEREAS, the City desires to and does accept the terms of Vendor's proposed Agreement; and

WHEREAS, in furtherance of completing the Project, the Vendor and the City desire to enter into the Agreement; and

WHEREAS, completing the Project by engaging the Vendor's services pursuant to the Agreement

is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the products and services in the Agreement to complete the Project is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement;

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

LEGAL SERVICES AGREEMENT

1. **IDENTIFICATION OF PARTIES.** This Agreement is made between City of Lake City, a Florida municipality ("Client") and the law firms of Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Bartlett Law Offices, PC (collectively referred to as "Attorneys").

2. **RETENTION OF FIRM RATHER THAN PARTICULAR ATTORNEY.** By signing this Agreement, Client retains the law firms. Attorney services will be provided to Client by the firms and will not necessarily be performed by any particular attorney.

3. **AUTHORIZED REPRESENTATIVE OF CLIENT.** Client designates

_____

as the authorized representative to direct Attorneys and to be the primary individual to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Attorneys and other representatives of Client.

4. **SCOPE AND DUTIES.** Attorneys will provide legal services to Client with respect to damages, compensation, and other relief to which Client may be entitled as a result of an Action to be filed by Attorneys on behalf of Client against the manufacturer(s) of firefighting foam products (known as "aqueous film forming foam" or "AFFF") containing perfluoroalkyl substances ("PFAS") (including perfluorooctanoic acid (PFOA/C8), perfluorooctane sulfonate (PFOS), and any other related compounds). Client hires Attorneys to provide legal services in connection with pursuing claims against all those responsible for damages Client suffered or will suffer. Attorneys shall provide those legal services reasonably required to represent Client and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of all factual developments. Attorneys will assist in negotiating liens but will not litigate them.

5. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board including, but not limited to, the United States Environmental Protection Agency and the Florida Department of Environmental Protection. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

6. **JOINT RESPONSIBILITY.** Baron & Budd, P.C., Cossich, Sumich, Parsiola & Taylor LLC, and Bartlett Law Offices, PC assume joint legal responsibility to Client for the representation described in this Agreement, and both agree to be available for consultation with the client. Client approves of and consents to the participation of both firms in the representation.

7. **ATTORNEYS' FEES.** Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client in this matter. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that the contingent fee will be calculated as described below.

A. Calculation of Contingent Fee

Attorneys will receive a contingency fee as follows:

- 25% of any gross recovery up to $2 million, whether recovered by settlement or trial,

  plus

- 20% of any additional gross recovery above $2 million, whether recovered by settlement or trial verdict,

  plus

- an additional 5% of gross recovery if the case is appealed or Attorneys seek post-judgment relief or file an action to collect a judgment.

The contingent fee is calculated by multiplying the gross recovery by the applicable fee percentage.

Any court order establishing a fee award in Client's case controls the fee percentage that will be charged to Client. This includes orders entered in a specific case, in an MDL, or in a class action. Where a common benefit fee or class fee reduces the contractual fee percentage, the reduced fee percentage is divided pro rata among contracting Attorneys as set out in paragraph 10.

In no event will the contingent fee payable to Attorneys exceed that which is permissible under the Florida Bar rules.

B. Definitions

"Costs" and "Expenses" include, but are not limited to, the following: process servers' fees, court reporters' fees, document management costs, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, fees fixed by law or assessed by courts or other agencies, and other similar items, incurred by Attorneys in the course

of representing Client.

"Document Management Costs" are the costs associated with collecting, copying, and storing documents relevant to the Action as discussed in paragraph 8, below. These costs include processing and hosting charges, hardware, software, and any other resources necessary to manage documents.

"Gross recovery" means the total recovery, whether obtained by settlement, arbitration award, court judgment following trial or appeal, or otherwise. "Gross recovery" shall include, without limitation, the following: (1) the then-present value of any monetary payments to be made to Client; and (2) the fair market value of any non-monetary property and services to be transferred and/or rendered for the benefit of Client; and (3) any attorney's fees recovered by Client as part of any cause of action that provides a basis for such an award. "Gross recovery" may come from any source, including, but not limited to, the adverse parties to the Action and/or their insurance carriers and/or any third party, whether or not a party to the Action.

If Client and Attorneys disagree as to the fair market value of any non-monetary property or services as described above, Attorneys and Client agree that a binding appraisal will be conducted to determine this value.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the net recovery by the fee percentage. The Attorneys' fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorneys' fee. If there are insufficient funds to pay the Attorneys' fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

C. Reasonable Fee if Contingent Fee is Unenforceable or if Attorney is Discharged Before Any Recovery.

In the event that the contingent fee portion of this agreement is determined to be unenforceable for any reason or the Attorneys are prevented from representing Client on a contingent fee basis, Client agrees to pay a reasonable fee for the services rendered.

D. Order or Agreement for Payment of Attorneys' Fees or Costs by Another Party.

If a court orders, or the parties to the dispute agree, that another party shall pay some or all of Client's attorneys' fees, costs, or both, Attorneys shall be entitled to the greater of (i) the amount of any attorney's fees awarded by the court or included in the settlement or (ii) the percentage or other formula applied to the recovery amount not including such attorney's fees.

8. COSTS AND EXPENSES.

A. General

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance those costs and expenses. Attorneys will deduct those costs and expenses out of Client's recovery after attorney's fees have been calculated and deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

B. Document Management Costs

Attorneys have explored two means of managing litigation documents:

(1) Outsource to outside vendor. Attorneys contract with outside vendors to collect, copy, and store documents. Attorneys advance these costs, and Client reimburses Attorneys out of any recovery; or
(2) Internal processing. Attorneys can create an internal document management system by obtaining computer software, hardware, and related resources necessary to collect, copy, store, organize, and produce documents and data. This option obviates the need to outsource this work to an outside vendor.

Attorneys represent that the second option above, internal processing, is the better choice for promoting efficiency, saving Client costs, and limiting legal expenses. Client agrees that Attorneys may purchase the resources necessary to provide an internal document management system for Client, subject to cost review and approval by Client. Attorneys may, however, use outside vendors where costs or circumstances warrant.

9. **SHARED EXPENSES.** Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client's portion of those expenses from Client's share of any recovery. Prior client approval is not required for shared expenses.

10. **DIVISION OF ATTORNEYS' FEES.** At the conclusion of the case, if a recovery is made on behalf of Client, Client understands and agrees that the total Attorneys' fee will be divided as follows: Baron & Budd, P.C. will receive forty percent (40 %), Cossich, Sumich, Parsiola & Taylor LLC will receive forty percent (40 %), and Bartlett Law Offices, PC will receive twenty percent (20 %).

11. **MULTIPLE REPRESENTATIONS.** Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential

conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel and has determined that it is in its own best interests to waive any and all potential or actual conflicts of interest which may occur as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with the PFAS litigation. Client remains completely free to seek other legal advice at any time even after signing this agreement.

12. **POWER OF ATTORNEY.** Client gives Attorneys a power of attorney to execute all reasonable and necessary documents connected with the handling of this cause of action, including pleadings, contracts, settlement agreements, compromises and releases, verifications, dismissals and orders, and all other documents that Client could properly execute. Client's claims will not be settled without obtaining Client's consent.

13. **SETTLEMENT.** Attorneys will not settle Client's claim without the approval of Client, who will have the absolute right to accept or reject any settlement. Attorneys will notify Client promptly of the terms of any settlement offer received by Attorneys.

14. **AGGREGATE SETTLEMENTS.** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

15. **ATTORNEYS' LIEN.** Attorneys will have a lien for attorneys' fees and costs advanced on all claims and causes of action that are the subject of the representation of Client under this Agreement and on all proceeds of any recovery obtained (whether by settlement, arbitration award, or court judgment).

16. **DISCHARGE OF ATTORNEYS.** Client may discharge Attorneys at any time by written notice effective when received by Attorneys. Unless specifically agreed by Attorneys and Client, Attorneys will provide no further services and advance no further costs on Client's behalf after receipt of the notice. If Attorneys appear as Client's attorneys of record in any proceeding, Client will execute and return a substitution-of-attorney form immediately on its receipt from Attorneys. In the event that Attorneys are discharged, for whatever reason, Client remains obligated to pay Attorneys the entire percentage as agreed in paragraph 7.A or a reasonable fee as described in paragraph 7.C and to reimburse Attorneys for all reasonable costs and expenses not later than thirty (30) days after the receipt of a final cost accounting from Attorneys.

17. **WITHDRAWAL OF ATTORNEYS.** Client and Attorneys agree that if, after investigation of the facts and research of the law, Attorneys believe that Client's claims are of limited merit, Attorneys may terminate this agreement with Client prior to and without filing suit. Termination releases Attorneys from any further action on Client's claim and discharges Attorneys from this Agreement. Termination will be effected via delivery service with signature receipt to the last address provided by Client to Attorneys. After filing suit, Attorneys may withdraw with Client's consent as permitted under the Florida Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to, the following: (a) the representation will result in violation of the rules of professional conduct or other law; (b) if withdrawal can be accomplished without material adverse effect on the interests of Client; (c) if Client persists in a course of action involving Attorneys' services that Attorneys reasonably believe is criminal or fraudulent or if Client has used Attorneys' services to perpetrate a crime or fraud; (d) if Client insists upon pursuing an objective that Attorneys consider repugnant or imprudent; (e) if Client fails substantially to fulfil an obligation to Attorneys regarding Attorneys' services and has given reasonable warning that Attorneys will withdraw unless the obligation is fulfilled; (f) the representation will result in an unreasonable financial burden on Attorneys; or (g) if other good cause for withdrawal exists. Upon termination of representation, Attorneys shall take steps to the extent reasonably practicable to protect Client's interests, will give reasonable notice to Client, will allow time for employment of other counsel, will surrender papers and property to which Client is entitled, and will refund any advance payment of fee that has not been earned. Notwithstanding Attorneys' withdrawal, Client will remain obligated to pay Attorneys at the agreed rate for all services provided, and to reimburse Attorneys for all costs advanced, before the withdrawal.

18. **PUBLIC RECORDS**. Attorneys shall generally comply with Florida's public records laws, and specifically Attorneys shall:

a. Keep and maintain public records required by the Client to perform and/or provide the service or services contracted for herein.
b. Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that 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 term of this Agreement and following completion of this Agreement if Attorneys do not transfer the records to the Client.

d. Upon completion of this Agreement, transfer, at no cost, to the Client all public records in possession of the Attorneys or keep and maintain public records required by the Client to perform the service. If the Attorneys transfer all public records to the Client upon completion of this Agreement, the Attorneys shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Attorneys keep and maintain public records upon completion of this Agreement, the Attorneys shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.

If the Attorneys have questions regarding the application of Chapter 119, Florida Statutes, to the Attorneys' duty to provide public records relating to this Agreement, contact the Client's Custodian of Public Records at:

Audrey E. Sikes, City Clerk,
City of Lake City Custodian of Public Records
at 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, Florida 32055.

19. **RELEASE OF CLIENT'S PAPERS AND PROPERTY.** At the termination of services under this Agreement, Attorneys will release promptly to Client on request all of Client's papers and property in addition to the public records referenced in Paragraph 18. "Client's paper and property" includes correspondence, deposition transcripts, exhibits, experts' reports, legal documents, physical evidence, and other items reasonably necessary to Client's representation, whether Client has paid for them or not.

20. **E-VERIFY.** As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, Fla. Stat., Attorneys and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Attorneys shall require each of its subcontractors to provide Attorneys with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Attorneys shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b. The Client, Attorneys, or any subcontractor who has a good faith belief that a person

or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The Client, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Attorneys otherwise complied, shall promptly notify Attorneys and Attorneys shall immediately terminate the contract with the subcontractor.
d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), Fla. Stat. Attorneys acknowledge that upon termination of this Agreement by the Client for a violation of this section by Attorneys, Attorneys may not be awarded a public contract for at least one (1) year. Attorneys further acknowledge that Attorneys are liable for any additional costs incurred by the Client as a result of termination of any contract for a violation of this section.
e. Attorneys or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Attorneys shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

21. **INDEPENDENT CONTRACTOR.** The relationship to Client of Attorneys, and any associate counsel or paralegal provided through Attorneys, in the performance of services under this Agreement is that of Client to independent contractor and not that of Client to employee. No other wording in this Agreement shall stand in derogation of this subparagraph. The fees and costs paid to Attorneys for legal services rendered pursuant to this Agreement shall be deemed revenues of their law office practices and not as a remuneration for individual employment apart from the business of that law office.

22. **NOTICES.** Client agrees to receive communications and documents from Attorneys via email. Attorneys agree to receive communications and documents from Client via email. In the event that Client needs to send hardcopy documents or other physical materials, Client agrees to send those to Attorneys at the following addresses:

Baron & Budd, P.C.
3102 Oak Lawn Ave., Suite 1100
Dallas, Texas 75219

Cossich, Sumich, Parsiola & Taylor LLC
8397 Highway 23, Suite 100
Belle Chasse, Louisiana 770037

Bartlett Law Offices, PC
P.O. Box 4017
Madison, Connecticut 06443

23. **DISCLAIMER OF GUARANTEE.** Although Attorneys may offer an opinion about possible results regarding the subject matter of this Agreement, Attorneys cannot guarantee any particular result. Client acknowledges that Attorneys have made no promises about the outcome and that any opinion offered by Attorneys in the future will not constitute a promise, guarantee, or warranty.

24. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

25. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

26. **MODIFICATION BY SUBSEQUENT AGREEMENT.** The parties may agree to modify this Agreement by executing a new written agreement.

27. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a party elects to file an action in federal court) courts located in or for Columbia County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than the jurisdiction specified in this section. Each party waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

28. **ATTORNEY'S FEES AND COSTS IN ACTION ON AGREEMENT.** The prevailing party in any action or proceeding to enforce any provision of this Agreement will be awarded reasonable attorney's fees and costs incurred in that action or proceeding or in efforts to negotiate the matter.

29. **EFFECTIVE DATE OF AGREEMENT.** This Agreement is effective when the Client signs the Agreement. This Agreement applies to any services provided by Attorneys before its effective date.

30. **MULTIPLE COUNTERPARTS.** This Agreement will be effective whether or not executed in multiple counterparts.

This agreement and its performance are subject to the Florida Rules of Professional Conduct, the Louisiana Rules of Professional Conduct, the Connecticut Rules of Professional Conduct, and the Texas Disciplinary Rules of Professional Conduct.

EXHIBIT TO RESOLUTION

Client has, before signing this contract, received and read the attached Statement of Client's Rights and understands each of the rights set forth in that statement. The undersigned client has signed the statement and received a signed copy to refer to while being represented by the undersigned attorney(s). This contract may be cancelled by written notification to the attorney at any time within 3 business days of the date the contract was signed, as shown below, and if cancelled the client shall not be obligated to pay any fees to the attorney for the work performed during that time. If the attorney has advanced funds to others in representation of the client, the attorney is entitled to be reimbursed for such amounts as the attorney has reasonably advanced on behalf of the client.

Agreed by:

_____ _____
City of Lake City ("Client") date

_____ _____
Scott Summy, Baron & Budd, P.C. ("Attorney") date

_____ _____
Brandon Taylor, date
Cossich, Sumich, Parsiola & Taylor, LLC ("Attorney")

_____ _____
Kenneth G. Bartlett, Bartlett Law Offices, PC ("Attorney") date

STATEMENT OF CLIENT'S RIGHTS FOR CONTINGENCY FEES

Before you, the prospective client, arrange a contingent fee agreement with a lawyer, you should understand this statement of your rights as a client. This statement is not a part of the actual contract between you and your lawyer, but, as a prospective client, you should be aware of these rights:

1. There is no legal requirement that a lawyer charge a client a set fee or a percentage of money recovered in a case. You, the client, have the right to talk with your lawyer about the proposed fee and to bargain about the rate or percentage as in any other contract. If you do not reach an agreement with one lawyer, you may talk with other lawyers.

2. Any contingent fee contract must be in writing, and you have 3 business days to reconsider the contract. You may cancel the contract without any reason if you notify your lawyer in writing within 3 business days of signing the contract. If you withdraw from the contract within the first 3 business days, you do not owe the lawyer a fee although you may be responsible for the lawyer's actual costs during that time. If your lawyer begins to represent you, your lawyer may not withdraw from the case without giving you notice, delivering necessary papers to you, and allowing you time to employ another lawyer. Often, your lawyer must obtain court approval before withdrawing from a case. If you discharge your lawyer without good cause after the 3-day period, you may have to pay a fee for work the lawyer has done. Before hiring a lawyer, you, the client, have the right to know about the lawyer's education, training, and experience. If you ask, the lawyer should tell you specifically about the lawyer's actual experience dealing with cases similar to yours. If you ask, the lawyer should provide information about special training or knowledge and give you this information in writing if you request it.

3. Before signing a contingent fee contract with you, a lawyer must advise you whether the lawyer intends to handle your case alone or whether other lawyers will be helping with the case. If your lawyer intends to refer the case to other lawyers, the lawyer should tell you what kind of fee sharing arrangement will be made with the other lawyers. If lawyers from different law firms will represent you, at least 1 lawyer from each law firm must sign the contingent fee contract.

4. If your lawyer intends to refer your case to another lawyer or counsel with other lawyers, your lawyer should tell you about that at the beginning. If your lawyer takes

the case and later decides to refer it to another lawyer or to associate with other lawyers, you should sign a new contract that includes the new lawyers. You, the client, also have the right to consult with each lawyer working on your case and each lawyer is legally responsible to represent your interests and is legally responsible for the acts of the other lawyers involved in the case.

5. You, the client, have the right to know in advance how you will need to pay the expenses and the legal fees at the end of the case. If you pay a deposit in advance for costs, you may ask reasonable questions about how the money will be or has been spent and how much of it remains unspent. Your lawyer should give a reasonable estimate about future necessary costs. If your lawyer agrees to lend or advance you money to prepare or research the case, you have the right to know periodically how much money your lawyer has spent on your behalf. You also have the right to decide, after consulting with your lawyer, how much money is to be spent to prepare a case. If you pay the expenses, you have the right to decide how much to spend. Your lawyer should also inform you whether the fee will be based on the gross amount recovered or on the amount recovered minus the costs.

6. You, the client, have the right to be told by your lawyer about possible adverse consequences if you lose the case. Those adverse consequences might include money that you might have to pay to your lawyer for costs and liability you might have for attorney's fees, costs, and expenses to the other side.

7. You, the client, have the right to receive and approve a closing statement at the end of the case before you pay any money. The statement must list all the financial details of the entire case, including the amount recovered, all expenses, and a precise statement of your lawyer's fee. Until you approve the closing statement your lawyer cannot pay any money to anyone, including you, without an appropriate order of the court. You also have the right to have every lawyer or law firm working on your case sign this closing statement.

8. You, the client, have the right to ask your lawyer at reasonable intervals how the case is progressing and to have these questions answered to the best of your lawyer's ability. You, the client, have the right to make the final decision regarding settlement of a case. Your lawyer must notify you of all offers of settlement before and after the trial. Offers during the trial must be immediately communicated and you should consult with your lawyer regarding whether to accept a settlement. However, you must make the final decision to accept or reject a settlement.

9. If at any time you, the client, believe that your lawyer has charged an excessive or illegal fee, you have the right to report the matter to The Florida Bar, the agency that

oversees the practice and behavior of all lawyers in Florida. For information on how to reach The Florida Bar, call 850-561-5600, or contact the local bar association. Any disagreement between you and your lawyer about a fee can be taken to court and you may wish to hire another lawyer to help you resolve this disagreement. Usually, fee disputes must be handled in a separate lawsuit, unless your fee contract provides for arbitration. You can request, but may not require, that a provision for arbitration (under Chapter 682, Florida Statutes, or under the fee arbitration rule of the Rules Regulating The Florida Bar) be included in your fee contract.

Received and agreed by:

_____

City of Lake City ("Client")

File Attachments for Item:

10. City Council Ordinance No. 2026-2373 - (final reading) - An ordinance of the City of Lake City, Florida, amending the Future Land Use Plan Map of the City of Lake City Comprehensive Plan, as amended; relating to an amendment of 50 or less acres of land, pursuant to an application, CPA 26-06S, by David M. Winsberg, the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended; providing for changing the Future Land Use classification from Residential Medium Density (less than or equal to 8 dwelling units per acre) to Residential High Density (less than or equal to 20 dwelling units per acre) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at NW Early Street)

Passed on first reading on 6/15/2026

Tabled on second reading on 7/7/2026

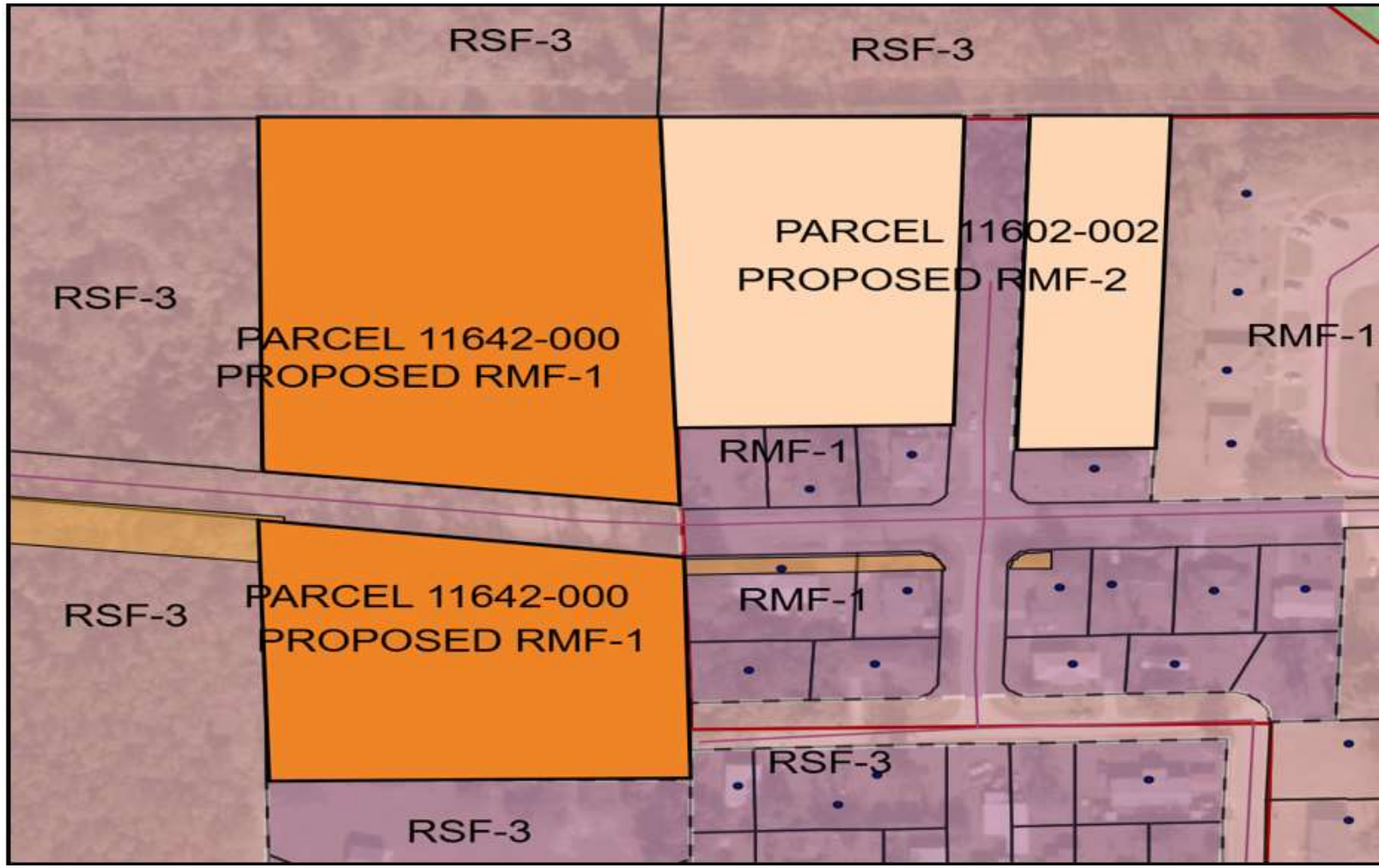
COMP PLAN AMENDMENT

ORDINANCE 2026-2373 for CPA 26-06S

Introduction

- Parcel 11602-002 has a current Future Land Use designation of Residential Medium;
- Petition CPA 26-06S is a request to change the Future Land Use on parcel 11602-002 from Residential Medium to Residential High;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Medium
  - East- Residential Medium
  - South- Residential Medium
  - West- Residential Medium

Location of Parcel 11602-002



Staff Review

- **Planning and Zoning-** There are wetlands on the parcels. This will need to be mitigated before a site plan can be approved.

- **Suwannee River Water Management-** An environmental resource permit (ERP) will be required. A permit application has not yet been submitted. The District recommends scheduling a pre-application meeting to discussing permitting requirements. No construction can occur until a District ERP has been issued.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2373.

QUESTIONS

CM/rrp
06/11/2026

ORDINANCE NO. 2026-2373

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 26-06S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (LESS THAN OR EQUAL TO 8 DWELLING UNITS PER ACRE) TO RESIDENTIAL HIGH DENSITY (LESS THAN OR EQUAL TO 20 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council") to prepare, adopt and implement a comprehensive plan; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the City Council to prepare, adopt, and implement a comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the city; and

WHEREAS, the Planning and Zoning Board of the City of Lake City, Florida, (the "Board") has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, the City Council held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 through 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, CPA 26-06S, by David M. Winsberg; to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL MEDIUM DENSITY (less than or equal to 8 dwelling units per acre) to RESIDENTIAL HIGH DENSITY (less than or equal to 20 dwelling units per acre) on property described, as follows:

   A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 238.90 feet; thence South 02°26'28" West 331.85 feet; thence South 89°02'37" West 214.94 feet to the West line of said Block O, Northwestern Division; thence North 01°40'48" West 336.23 feet to the Point of Beginning.

   AND

   A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46'26" East, along the North line of said Block O, Northwestern Division, 288.94 feet to the Point of Beginning; thence South 89°46'26" East, still along the said North line of Block O, Northwestern Division, 109.89 feet; thence South 02°26'28" West 356.89

feet; thence South 89°02'37" West 110.00 feet; thence North 02°26'28" East 359.16 feet to the Point of Beginning.
Containing 2.65 acres, more or less.

2. Severability. It is the declared intent of the City Council that, if any section, sentence, clause, phrase, or provision of this ordinance is for any reason held or declared to be unconstitutional, void, or inoperative by a court or agency of competent jurisdiction, such holding of invalidity or unconstitutionality shall not affect the remaining provisions of this ordinance and the remainder of this ordinance, after the exclusion of such part or parts, shall be deemed to be valid.

3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

   The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Commerce or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Commerce, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2026.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Ordinance Number: 2026-2373
Passed on first reading on June 16, 2026

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	√			
Tammy Harris, Council Member	√			
Chevella Young, Council Member	√			
Ricky Jernigan, Council Member	√			
James Carter, Council Member	√			

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes
AUDREY SIKES, MMC
City Clerk

Ordinance Number: 2026-2373
Tabled on second and final reading on July 7, 2026

Record of Vote on Second and Final Reading – N/A Ordinance Tabled

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	_____	_____	_____	_____
Tammy Harris, Council Member	_____	_____	_____	_____
James Carter, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

NOTE: **On July 7, 2026, Mr. Carter made a motion to table City Council Ordinance No. 2026-2373 and City Council Ordinance No. 2026-2374 until a future meeting in August. Ms. Young seconded the motion. A roll call was taken and the motion carried.**

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes

AUDREY SIKES
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2373- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE CITY OF LAKE CITY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, CPA 26-06S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE FUTURE LAND USE CLASSIFICATION FROM RESIDENTIAL MEDIUM DENSITY (LESS THAN OR EQUAL TO 8 DWELLING UNITS PER ACRE) TO RESIDENTIAL HIGH DENSITY (LESS THAN OR EQUAL TO 20 DWELLING UNITS PER ACRE) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; MAKING FINDINGS OF FACT IN SUPPORT THEREOF; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

11. City Council Ordinance No. 2026-2374 (final reading) - An ordinance of the City of Lake City, Florida, amending the Official Zoning Atlas of the City of Lake City Land Development Regulations, as amended; relating to the rezoning of less than ten acres of land, pursuant to an application, Z 26-04S, by David M. Winsberg, the property owner of said acreage; providing for rezoning from Residential, Single Family-3 (RSF-3) and Residential, Multiple-Family-1 (RMF-1) to Residential, Multiple-Family-1 (RMF-1) and Residential, Multiple-Family-2 (RMF-2) of certain lands within the corporate limits of the City of Lake City, Florida; making findings of fact in support thereof; providing severability; repealing all ordinances in conflict; providing an effective date. (This property is located at NW Early Street)

Passed on first reading on 6/15/2026

Tabled on second reading on 7/7/2026

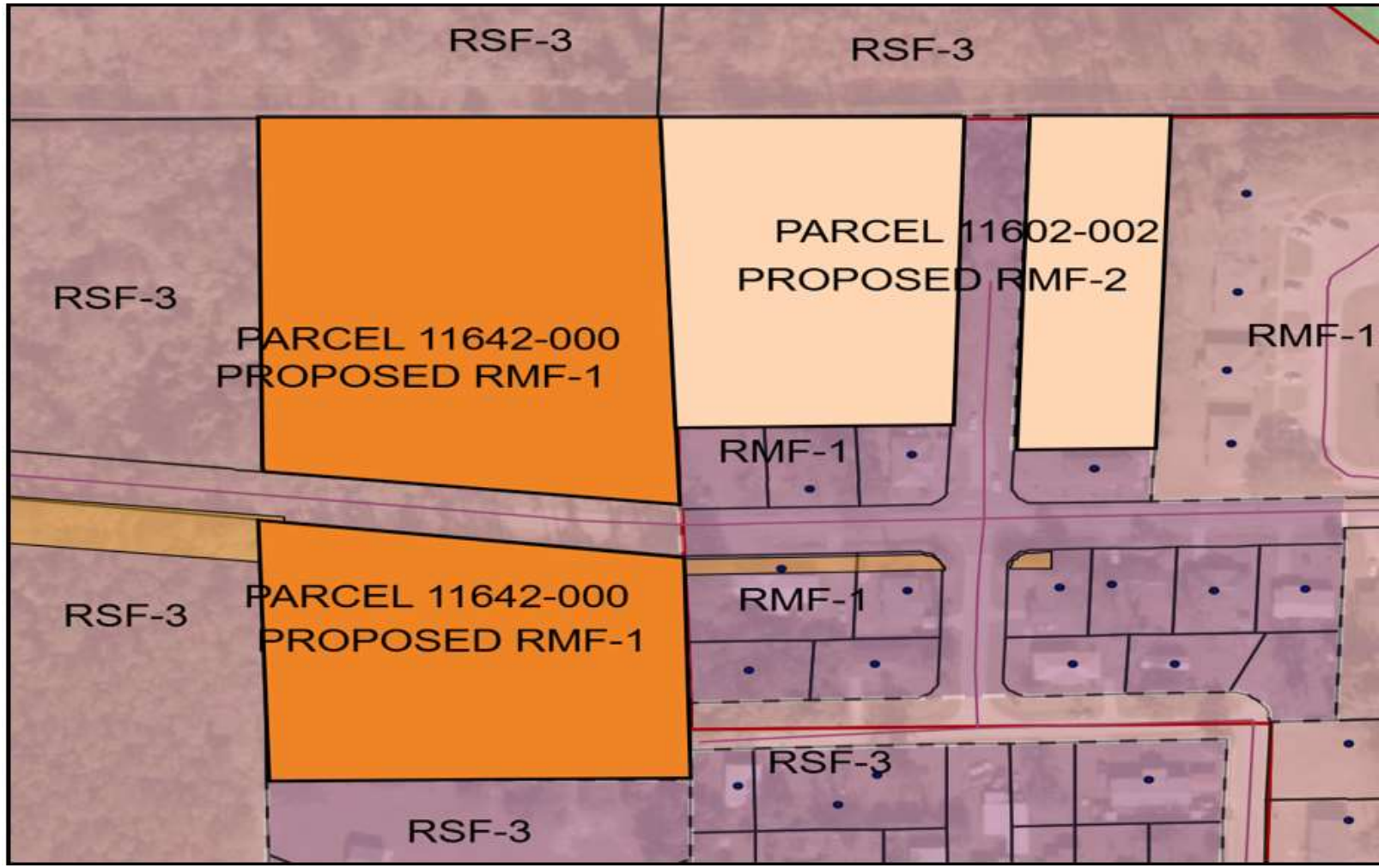
REZONING

ORDINANCE 2026-2374 for Z 26-04S

Introduction

- Parcel 11602-002, is currently zoned Residential Multi-Family 1;
- Parcel 11642-000, is currently zoned Residential Single Family 3;
- Petition Z 26-04S is a request to change the Zoning on parcel 11602-002 from Residential Multi-Family 1 to Residential Multi-Family 2; and change the zoning on parcel 11642-000 from Residential Single Family 3 to Residential Multi-Family 1;
- The parcel is surrounded by the following Future Land Use designations;
  - North- Residential Single Family 3
  - East- Residential Multi-Family 1
  - South- Residential Multi-Family 1 and Residential Single Family 3
  - West- Residential Single Family 3

Location of Parcels 11602-002 and 11642-000



Staff Review

- **Planning and Zoning-** There are wetlands on the parcels. This will need to be mitigated before a site plan can be approved.

- **Suwannee River Water Management-** An environmental resource permit (ERP) will be required. A permit application has not yet been submitted. The District recommends scheduling a pre-application meeting to discussing permitting requirements. No construction can occur until a District ERP has been issued.

Staff Recommendation

- Staff finds the petition in compliance with the City's Comprehensive Plan and Land Development Regulations. Therefore, staff's recommended action would be for the City Council to approve Ordinance 2026-2374.

QUESTIONS

CM/rrp
06/11/2026

ORDINANCE NO. 2026-2374

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 26-04S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) AND RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) TO RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) AND RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 166.021, Florida Statutes, as amended, empowers the City Council of the City of Lake City, Florida, (the "City Council"), to prepare, adopt and enforce land development regulations; and

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the City Council to prepare and adopt regulations concerning the use of land and water to implement the comprehensive plan; and

WHEREAS, an application for an amendment, as described below, has been filed with the City; and

WHEREAS, the Planning and Zoning Board of City of Lake City, Florida, (the "Board"), has been designated as the Local Planning Agency of the City of Lake City, Florida, (the "LPA"); and

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, the Board, serving also as the LPA, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board, serving also as the LPA, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the City Council approval of said application for an amendment, as described below; and

WHEREAS, pursuant to Section 166.041, Florida Statutes, as amended, the City Council held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the City Council reviewed and considered all comments received during said public hearing, including the recommendation of the Board, serving also as the LPA, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the City Council has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare; now therefore

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

1. Pursuant to an application, Z 26-04S, by David M. Winsberg, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district of certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) and RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) and RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2) on property described, as follows:

From RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) to RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1)

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: The East 1/2 of the East 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 30.

LESS AND EXCEPT

Block 70, Northwestern Division of the City of Lake City, Florida, and right-of-way for Fronnie Street (now known as Northwest Early Street).

Containing 5.30 acres, more or less.

From RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) to RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2)

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46’26” East, along the North line of said Block O, Northwestern Division, 238.90 feet; thence South 02°26’28” West 331.85 feet; thence South 89°02’37” West 214.94 feet to the West line of said Block O, Northwestern Division; thence North 01°40’48” West 336.23 feet to the Point of Beginning.

AND

A parcel of land lying in Section 30, Township 3 South, Range 17 East, Columbia County, Florida. Being more particularly described as follows: Commence at the Northwest corner of West 1/2 of Block O, Northwestern Division, City of Lake City, Florida; thence South 89°46’26” East, along the North line of said Block O, Northwestern Division, 288.94 feet to the Point of Beginning; thence South 89°46’26” East, still along the said North line of Block O, Northwestern Division, 109.89 feet; thence South 02°26’28” West 356.89 feet; thence South 89°02’37” West 110.00 feet; thence North 02°26’28” East 359.16 feet to the

Point of Beginning.

Containing 2.65 acres, more or less.

2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

4. Effective Date. Subject to the following, this ordinance shall become effective upon adoption.

   The effective date of this amendment, Z 26-04S, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, CPA 26-06S. If Future Land Use Plan Map Amendment, CPA 26-06S, does not become effective, this amendment, Z 26-04S, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 26-04S, to the Official Zoning Atlas may be issued or commence before it has become effective.

5. Authority. This ordinance is adopted pursuant to the authority granted by Section 166.021, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED upon first reading this _____ day of _____ 2026.

PASSED AND DULY ADOPTED, upon second and final reading, in regular session with a quorum present and voting, by the City Council this _____ day of _____ 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

Ordinance Number: 2026-2374
Passed on first reading on June 16, 2026

Record of Vote on First Reading

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	✓			
Tammy Harris, Council Member	✓			
Chevella Young, Council Member	✓			
Ricky Jernigan, Council Member	✓			
James Carter, Council Member	✓			

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes
AUDREY SIKES, MMC
City Clerk

Ordinance Number: 2026-2374
Tabled on second and final reading on July 7, 2026

Record of Vote on Second and Final Reading – N/A Ordinance Tabled

	For	Against	Absent	Abstain
Noah Walker, Mayor/Council Member	_____	_____	_____	_____
Tammy Harris, Council Member	_____	_____	_____	_____
James Carter, Council Member	_____	_____	_____	_____
Chevella Young, Council Member	_____	_____	_____	_____
Ricky Jernigan, Council Member	_____	_____	_____	_____

NOTE: **On July 7, 2026, Mr. Carter made a motion to table City Council Ordinance No. 2026-2373 and City Council Ordinance No. 2026-2374 until a future meeting in August. Ms. Young seconded the motion. A roll call was taken and the motion carried.**

Certification

I, Audrey Sikes, City Clerk for the City of Lake City, Florida, hereby certify that the above record vote is an accurate and correct record of the votes taken on the Ordinance by the City Council of the City of Lake City.

Audrey Sikes

AUDREY SIKES
City Clerk

Business Impact Estimate

Proposed ordinance's title/reference: Ordinance 2026-2374- AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF LAKE CITY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 26-04S, BY DAVID M. WINSBERG, THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR REZONING FROM RESIDENTIAL, SINGLE FAMILY-3 (RSF-3) AND RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) TO RESIDENTIAL, MULTIPLE-FAMILY-1 (RMF-1) AND RESIDENTIAL, MULTIPLE-FAMILY-2 (RMF-2) OF CERTAIN LANDS WITHIN THE CORPORATE LIMITS OF THE CITY OF LAKE CITY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING AN EFFECTIVE DATE

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☒ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

File Attachments for Item:

12. City Council Ordinance No. 2026-2392 (first and final reading) - An ordinance of the City of Lake City, Florida; amending Chapter 14, Article II of the City of Lake City Code of Ordinances entitled "Animal Control;" amending said ordinance to permit city contracts with any animal control entity or organization allowed by statute; amending definitions; deleting redundant provisions; deleting licensing requirements; making certain findings of fact in support of the City adopting said amendments; providing for codification and scrivener's errors; providing for severability; providing for conflicts; and providing an effective date.

Adopt City Council Ordinance No. 2026-2392 on first and final reading

CM/rrp
10/02/2026

ORDINANCE NUMBER 2026-2392

CITY OF LAKE CITY, FLORIDA

AN ORDINANCE OF THE CITY OF LAKE CITY, FLORIDA; AMENDING CHAPTER 14, ARTICLE II OF THE CITY OF LAKE CITY CODE OF ORDINANCES ENTITLED "ANIMAL CONTROL"; AMENDING SAID ORDINANCE TO PERMIT CITY CONTRACTS WITH ANY ANIMAL CONTROL ENTITY OR ORGANIZATION ALLOWED BY STATUTE; AMENDING DEFINITIONS; DELETING REDUNDANT PROVISIONS; DELETING LICENSING REQUIREMENTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY ADOPTING SAID AMENDMENTS; PROVIDING FOR CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the health, safety, and welfare of the City of Lake City (the "City") is of paramount concern; and

WHEREAS, to insure the health, safety, and welfare of the City it is necessary for the City to provide for ordinances concerning animal control which must be amended from time to time; and

WHEREAS, the most recent comprehensive revision of the City's animal control ordinance (the "Ordinance") was in 2003 by the adoption of Ordinance 2003-984; and

WHEREAS, the present version of the Ordinance does not allow contracts for animal control services with any statutorily allowable organization or entity; and

WHEREAS, amending the Ordinance to permit the City to contract with any statutorily allowable organization or entity would allow for the most efficient allocation of City resources; and

WHEREAS, certain other provisions of the Ordinance are archaic or otherwise redundant, requiring updated provisions consistent with current circumstances; and

WHEREAS, amending the Code in the foregoing form and substance is in the public interest and in the interests of the City; now, therefore:

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE CITY, FLORIDA:

SECTION 1. AMENDING ANIMAL CONTROL ORDINANCE

Chapter 14, Article II of the City of Lake City Code of Ordinances is hereby amended as follows:

ARTICLE II. ANIMAL CONTROL

Sec. 14-31. Title of article.

This article shall be referred to and cited as the "Lake City Animal Control Article."

Sec. 14-32. Purpose.

The purpose and intent of this article is to protect the comfort, health, safety, and welfare of the citizens and inhabitants of the city by regulating, controlling, protecting, restricting and preventing certain animals from being kept within the city, and providing for the behavior of animals within the city to prevent such animals from creating or causing public nuisances or endangering the safety of its citizens. The keeping of dogs, cats, potbellied pigs and other animals within the city by any person, in many instances, is detrimental to the healthful and comfortable life for persons residing within the city. The city hereby declares that without providing for the regulation and control of such animals as provided for in this article, the keeping of such animals within the city can create a public nuisance and be detrimental to the health, welfare and safety of the citizens of the city.

Sec. 14-33. Scope.

This article shall apply to and be enforced within the entire boundaries of the city presently existing, together with any additional areas subsequently annexed into the city.

Sec. 14-34. Definitions.

As used in this article, the following terms shall be defined to mean:

Animal shall mean any living dumb creature, domestic or wild, including dogs, cats, Vietnamese potbellied pigs, livestock and poultry.

Animal control officer shall mean any individual or individuals employed by, contracted with, or appointed by the city manager<u>, or by an entity or organization contracted with the city, as the case may be,</u> for the purpose of aiding in the enforcement of this article, whose duties include and who shall be authorized to investigate on public or private property violations of this article and to issue citations for any such violations. The animal control officer shall not be required to investigate an anonymous complaint. An animal control officer is not authorized to bear arms or make arrests. An animal control officer, prior to writing citations, shall have successfully completed a

40-hour minimum standards training course. Such course shall include, but is not limited to, training for animal cruelty investigations, search and seizure, animal handling, courtroom demeanor, and civil citations. The course curriculum must be approved by the Florida Animal Control Association. An animal control officer who successfully completes such course shall be issued a certificate indicating he or she has received a passing grade.

Animal shelter shall mean any premises or facility established by the city or designated by the city manager for the purposes of impounding and caring for all animals taken into custody for violation of, or pursuant to, this article~~, including, but not limited to, the Lake City/Columbia County Humane Society, Inc~~.

At-large shall mean:

(1) That an animal, other than a cat, is off the property of its owner, unless restrained by leash, tether, or other physical control device not to exceed ten feet in length and under the physical control of a responsible person;

(2) That the animal has entered upon the property of another person without authorization or permission of that person; or

(3) That the animal has entered onto public property, street, or right-of-way while not properly restrained as in subsection (1).

Board or *enforcement board* shall mean the City of Lake City Code Enforcement Board<u>, or if so appointed, a special magistrate appointed pursuant to Section 2-414 of this code of ordinances</u>.

Cat shall mean any domestic feline animal, male or female, sexed or neutered.

Citation shall mean a written notice issued to a person by an officer, that the officer has probable cause to believe the person has committed a civil infraction in violation of this article and the charge will be heard by the enforcement board. The citation must contain:

(1) The date and time of issuance.

(2) The name and address of the person.

(3) The date and time the civil infraction was committed.

(4) The facts constituting probable cause.

(5) The ordinance violated.

(6) The name and authority of the officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if a person fails to pay the civil penalty within the time allowed, or fails to appear before the board to contest the citation, then he shall be deemed to have waived his right to contest the citation, and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty. The entry of such judgment shall not preclude prosecution in accordance with this article.

(11) A conspicuous statement that if a person is required to appear before the board as mandated in this article, he or she does not have the option of paying a fine in lieu of appearing before the board.

City shall mean the City of Lake City, Florida.

Code enforcement officer shall mean any employee or agent of the city, designated by the city manager, whose duty it is to enforce codes and articles enacted by the city and who has received appropriate training as required by law. This shall include, but not be limited to, code inspectors, including building inspectors, law enforcement officers, and municipal fire safety inspectors as defined in F.S. Ch. 633. Designation of a code enforcement officer and appropriate training for such officer shall be determined by the city manager.

Code inspector shall mean any authorized agent or employee of the city whose duty it is to assure code compliance.

Confined shall mean the dog or Vietnamese potbellied pig is restricted to the property of its owner.

Control shall mean the regulation of the possession, ownership, care, and control of animals.

Court or *county court* shall mean the County Court for Columbia County, Florida.

Cruelty shall mean any act of neglect, torture, or torment that causes unjustifiable pain or suffering of an animal.

Dangerous dog shall have the meaning ~~any dog that according to the records of the appropriate authority:~~

~~(1) Has aggressively bitten, attacked, or endangered or has inflicted severe injury on a human being on public or private property.~~

~~(2) Has more than once severely injured or killed a domestic animal while off the owner's property.~~

~~(3) Has been used primarily or in part for the purpose of dogfighting, or is a dog trained for dogfighting; or~~

~~(4) Has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any public grounds in a menacing fashion or apparent attitude of attack; provided such actions are attested to in a sworn statement by one or more persons and dutifully investigated by an animal control officer. This definition is intended to conform to the definition of "dangerous dog" as~~ set forth in F.S. § 767.11 as it now exists or may be amended from time to time.

Dog shall mean any domestic canine animal, male or female, sexed or neutered.

His as used in this article shall mean and include both the masculine and feminine.

Horse-drawn vehicle shall mean a carriage or trolley powered or being pulled by one or more horses. For purposes of this article, the term will be used interchangeably to refer to both two-wheeled and four-wheeled vehicles, unless the context clearly indicates otherwise.

~~*Humane society* shall mean Lake City/Columbia County Humane Society, Inc.~~

Injury shall mean and include any physical injury caused by an animal.

Kennel shall mean any structure, building, enclosed area, cage or pen where one or more animals are housed or kept for breeding purposes or sale of more than one litter of offspring per year.

Livestock shall mean horses, cattle, sheep, donkeys, mules, emus, ostriches, buffaloes, llamas, goats, swine, rabbits and poultry; however, bona fide purebred miniature Vietnamese potbellied pigs kept for the sole purpose of providing human companionship and which are in compliance with all

applicable provisions of this chapter are not considered livestock.

Notice of violation shall mean a written notice issued to a person by an officer whom the officer has probable cause to believe may have committed a violation of this article.

Nuisance shall mean anything done or permitted which injures, annoys, disturbs, or prevents another person in the free use, possession, or enjoyment of his or her property or has rendered its ordinary use or occupation physically uncomfortable or has caused damage to a person's property or has created obnoxious odors or noises.

Nuisance animal shall mean any dog, cat, Vietnamese potbellied pig, or other animal which:

(1) Frequently or habitually howls, yelps, or barks excessively and without provocation, so as to create a serious annoyance or disturbance to any person or to the neighborhood.

(2) Any cat, by crying loudly or calling loudly, shall cause a nuisance by creating a serious annoyance or disturbance to any person or to the neighborhood.

(3) Has defecated on property not owned or controlled by the animal's owner, when said feces is not immediately removed by the animal's owner or agent.

(4) Has destroyed or removed personal items from property not owned or controlled by its owner.

(5) Has turned over garbage cans on property not owned or controlled by its owner.

(6) Has chased or bitten children or adults.

(7) Carries rabies.

(8) Carried contagious disease on property not owned or controlled by its owner.

(9) Has chased cars or bicycles on property not owned or controlled by its owner.

(10) Has destroyed clothing on clotheslines on property not owned or controlled by its owner.

(11) Has dug holes or destroyed gardens on property not owned or

controlled by its owner.

(12) Has trespassed and eaten pet food on property not owned or controlled by its owner.

(13) Has chased, harassed, or killed domestic animals, dogs or cats on property not owned or controlled by its owner.

(14) Has barked or meowed without provocation excessively so as to disturb the peace of the occupants of adjacent properties.

Nuisance stray cat shall mean a cat which is off the premises of its owner and has entered upon the property of another person without authorization or consent of that person and has annoyed or disturbed another person in the free use, possession or enjoyment of his or her property or rendered its ordinary use or occupation physically uncomfortable or has caused damage to a person's property.

Nuisance stray dog or pig shall mean a dog or Vietnamese potbellied pig which is off the premises of its owner and not restrained by leash, tether, or other physical control device not to exceed ten feet in length and not under the physical control of a responsible person and has entered upon property of another person without authorization or consent of that person, or has entered upon public property, street or right-of-way and has annoyed or disturbed another person in the free use, possession or enjoyment of his or her property or rendered the ordinary use or occupation physically uncomfortable or has caused damage to a person's property.

Officer shall mean any law enforcement officer defined in F.S. § 943.10, any veterinarian defined in F.S. § 474.202~~, any animal control officer employed by, contracted with, or appointed by the city~~, or any city code enforcement officer, city code inspector, or animal control officer.

Owner shall mean:

(1) Any person or persons, firms, corporations, or organizations possessing, harboring, keeping, or having control or custody of any dog, cat, Vietnamese potbellied pig, animal or livestock or, if the dog, cat, Vietnamese potbellied pig, animal or livestock is owned by a person under the age of 18, that person's parent or guardian; and

(2) Any person keeping, harboring or having charge or control of or permitting any animal habitually to be or remain on or be lodged or fed within such person's house, yard, or premises.

Pig shall mean a purebred Vietnamese potbellied pig which does not exceed 80 pounds, registered through a North American Vietnamese potbellied pig registry.

~~*Pound* shall mean the animal control shelter designated by the city to receive animals.~~

Restraint shall mean an animal shall be deemed under restraint within the meaning of this article if it is controlled by leash, cord, chain, fence, cage, pen or enclosure.

Repeat violation shall mean a violation of a provision of this article by a person who has been previously found by the code enforcement board to have violated or who has admitted violating the same provision within five years prior to the violation.

Scratch shall include an injury caused by an animal's claws which breaks the skin.

Stray shall mean any animal that is found to be at-large within the city limits, which does not contain an identification tag, tattoo or implanted microchip, and for which there is no identifiable owner.

Veterinarian shall mean any veterinarian as defined in F.S. § 474.202, as amended.

Vietnamese potbellied pig or *potbellied pig* shall mean a purebred Vietnamese potbellied pig, which does not exceed 80 pounds, registered through a North American Vietnamese potbellied pig registry.

Written notification shall mean any written notice of violation from an officer to any person given either by regular U.S. mail, if the mailing address of the person being notified is known, (the date of notice shall be deemed the day following the postmark of such notice) hand-delivery to the person being notified, or by prominently posting the written notice on residency or premises of the person being notified. The ~~animal control officer or other~~ officer shall select the method of written notification deemed by him to be most practical and effective under existing circumstances. Nothing contained herein shall dictate that any one method of written notification be used over another.

Sec. 14-35. Administration and enforcement by board.

(a) Except as otherwise provided for herein, the provisions of this article shall be enforced by the city code enforcement board in accordance with

and pursuant to the provisions, procedures and requirements of Ordinance No. 2002-954 (sections 2-411 et seq.) as may from time to time be amended.

(b) ~~Animal control officers and all other o~~Officers are authorized to investigate, on public or private property, civil infractions relating to animal control or cruelty and to issue citations for violations of this article subject to the provisions provided herein. ~~Animal control officers and other o~~Officers are also authorized to capture and impound animals found in violation of this article. Animal control officers are not authorized to bear arms or make arrest; however, they may carry a device to chemically subdue and tranquilize an animal, provided they have the prerequisite training pursuant to F.S. § 828.27.

(c) ~~Any animal control officer or other~~ An officer may not enter secured dwelling, but he or she is authorized to enter upon private property that is unfenced, or fenced but improperly secured, for the purpose of investigating a complaint or violation of this article or for the purpose of seizing and impounding any animal that the ~~animal control~~ officer observes to be in violation of this article.

Sec. 14-36. City designated as a bird sanctuary.

The entire area embraced within the boundaries of the city presently existing, together with any additional areas subsequently annexed into the city, is here designated as a bird sanctuary. It shall be unlawful to trap, hunt, shoot, or attempt to shoot or molest in any manner any bird or wild fowl, or to rob bird nests or wild fowl nests.

Exception: Notwithstanding the foregoing, lawful waterfowl hunting is permitted on Alligator Lake.

Sec. 14-37. Nuisance birds; notice; meetings with bird groups.

If starlings or similar birds are found to be congregating in such numbers in a particular locality that they constitute a nuisance or menace to health or property, in the opinion of the proper health authorities, the city manager or his designated representative shall meet with representatives of the Audubon Society, a bird club, a garden club, or a humane society, or as many of such clubs as are found to exist within the city, after having given at least seven days' actual notice of the time and place of such meetings to the representatives of such clubs. If, as a result of such meetings, no satisfactory alternative is found to abate such nuisance, the birds may be destroyed in

such number and in such manner as is deemed advisable by the health authorities, provided however, that no birds specified under the laws of the United States or the State of Florida as endangered species shall be destroyed.

Sec. 14-38. Doghouses, pens.

No doghouse, pen or kennel shall be maintained upon a person's property closer than ten feet to any apartment house, residential condominium, residential house, or building used for business or other purposes, other than that occupied by the owner or occupant of the premises upon which said animals are kept.

Sec. 14-39. Barking dogs.

It shall be unlawful for any person to own, keep, have in his possession, or harbor any dog which, by frequent or habitual, and not otherwise intentionally provoked, howling, yelping, or barking, shall cause a nuisance by creating a serious annoyance or disturbance to any individual or to the neighborhood where such dog is kept.

Sec. 14-40. Dangerous dogs.

Dangerous dogs as herein defined are subject to all the requirements and provisions of F.S. §§ 767.10 through 767.15, now existing or hereafter amended.

Sec. 14-41. Crying cats.

It shall be unlawful for any person to keep any cat that, by crying loudly or calling loudly, shall cause a nuisance by creating a serious annoyance or disturbance to any individual or to the neighborhood where such cat is kept.

Sec. 14-42. Nuisance stray cats; nuisance stray dogs and pigs.

Any owner of a cat, dog, or potbellied pig which is determined to be a nuisance stray cat or nuisance stray dog or pig shall be in violation of this article and shall be subject to the enforcement provisions and payment of fines as provided for herein.

Sec. 14-43. Vietnamese potbellied pig.

It shall be unlawful for any person or persons to keep or maintain within the city a ~~v~~Vietnamese potbellied pig upon such person's property without first having obtained a permit from the city and being in compliance with this

article. No permit shall be issued for the keeping of a Vietnamese potbellied pig until a certificate of purebred registration is filed with the city and there is adequate means of restraining such animal from running at-large or disturbing the peace.

Sec. 14-44. Dogs and pigs confined on owner's property.

A person who is the owner of or has the care, custody or control of any dog or potbellied pig has an absolute duty to keep the same confined upon the premises owned by or under the control of such person so that such animal shall not leave the premises upon which it is kept unless:

(1) Such dog or pig is on a leash, tether, or other physical control device not to exceed ten feet in length and under the physical control of a responsible party; or

(2) That the animal has entered upon the property of another person with the authorization and consent of that person.

Sec. 14-45. Animals in heat.

Female dogs, cats, or potbellied pigs in heat shall be humanely confined in a suitable building or secure enclosure in a manner so as to prevent them from breeding with any intact male except for planned breeding. The owner of any female dog, cat or potbellied pig in heat not confining the animal as provided herein shall be guilty of a violation of this article, and may be issued a citation for the violation.

Sec. 14-46. Dogs and pigs at-large; not constrained; lost.

It shall be unlawful for any person to permit any dog or pig to be at-large within the city at any time. Immediately after a dog or pig becomes lost or escapes from either the owner or the person having custody of the dog or pig, the owner or custodian of such dog or pig shall report the loss or escape of such dog or pig to the ~~Lake City~~ ~~A~~animal ~~S~~shelter and/or the animal control officer.

Sec. 14-47. Dogs, cats, potbellied pigs constrained by leash in public areas.

It is unlawful for the owner or person having custody of any dog, cat, or potbellied pig to allow the dog, cat, or potbellied pig to be in a public park or other public property unless such animal is on a leash. No leash shall be more than ten feet in length.

Sec. 14-48. Dog, cat, and animal defecation removal.

It shall be unlawful for an owner or person having custody of any dog, cat or any other animal to permit said dog, cat or other animal to defecate on any school grounds, public street, alley, sidewalk, tree bark, park, or any other public grounds or any private property within the city, other than the premises of the owner or person having custody of said dog or other animal, unless said defecation is removed immediately and properly disposed of.

Sec. 14-49. Disposal; feces container.

It shall be unlawful for any person to walk a dog, cat, or potbellied pig, or any other animal on public property of the city or upon the private property of another without carrying, at all times, a suitable container or other suitable instrument for the removal and disposal of animal feces. Handicapped persons who use seeing-eye dogs and law enforcement officers using canines in performance of law enforcement duties are exempt from the provisions of this section. Persons whose dogs are participating in dog shows or direct command obedience classes are exempt from this section while their animals are actually participating in such shows or classes, but all feces must be removed and disposed of immediately upon the conclusion of the show or class.

Sec. 14-50. Animal cruelty.

No person shall commit an act of cruelty on any animal and no person shall willfully or maliciously torture, torment, beat, kick, strike, mutilate, injure, disable, or kill any dog or horse used by the police department in the performance of the duties or functions of such department or to interfere with or meddle with any such dog or horse while being used by any officer or member of the police department.

Sec. 14-51. Animals required to be vaccinated.

All dogs, cats and ferrets four months of age or older must be currently (in accordance with the particular type vaccine) vaccinated by a licensed veterinarian against rabies with a United States government approved vaccine. The cost of vaccination shall be borne by the animal's owner. With respect to vaccination against rabies, all of the requirements of F.S. § 828.30, as amended, shall apply and must be complied with and shall be subject to the provisions of said F.S. § 828.30.

Sec. 14-52.~~ Annual license; dogs; cats; pigs; collars and tags; tattoos; microchips~~ Reserved.

~~Each owner of a dog, cat or pig more than four months of age on January 1 of any year, or which becomes four months of age during any license year, shall annually on January 1 of each year, or within 30 days from the date such dog, cat or pig becomes four months of age during any license year, shall apply to the city for a license and pay a license fee of $5.00 per dog, cat, or pig and obtain a license therefor, provided that any license issued after June 30 during any license year, the license fee for the remainder of such license year shall be $2.50. The license year shall commence January 1 and end on the following December 31. Upon making application for such license, the owner of the dog, cat, or pig, if applicable, shall provide city with a certificate issued by a licensed and practicing veterinarian showing that the dog, cat, or pig has been currently vaccinated against rabies with a U.S. government approved vaccine. The applicant for a dog, cat or pig license shall provide city with the name, address and telephone number, including area code, of the owner of each dog, cat, or pig, which information shall be contained on a metal tag which must be securely fastened to a collar or harness to be worn at all times by the dog, cat or pig for which the license is issued. In lieu of wearing a collar with the attached tag, cats may have its owner's identification and the other information required to be included on the collar tag, provided, at the owner's expense, by a tattoo on the cat or by an implanted microchip capable of being scanned. The city manager is authorized to engage the services of any agency or organization, including, but not limited to, the Lake City/Columbia County Humane Society, Inc. or a licensed veterinarian, to process applications for and issue licenses and tags to owners of the dog, cat or pig and collect the fees for and on behalf of the city as provided and required herein.~~

Sec. 14-53. Circus; parade events.

Notwithstanding any restrictions, limitations or prohibitions in this article, animals of any kind and in any number may be kept and exhibited for amusement purposes, temporarily by a circus or for any parade, event, or any other business to which the city has issued a permit.

Sec. 14-54. Permit for parade or special event or sale of animal.

No person, organization or business shall be allowed to keep, display or offer for sale any animal on the streets and public property of the city for any purpose, including a parade or special event, without first obtaining from the city a permit for such parade, special event or purpose and shall comply with

all requirements of the city relating to any parade, special event or purpose, including providing the city with general public liability insurance. Any person or organization issued a permit to use any animal in a parade or special event shall be responsible for and obligated to immediately remove all animal feces from the streets or public property and properly dispose of it.

Sec. 14-55. Impounding; at-large animals; nuisance animals; nuisance stray cats; nuisance stray dogs and pigs; stray animals~~; unlicensed animals~~.

(a) No owner shall allow his dog or pig to stray anywhere within the city limits of the city. All dogs and pigs at-large, nuisance animals, nuisance stray cats, nuisance stray dogs and pigs, stray animals~~, or unlicensed animals~~ shall be taken into custody by an ~~the city animal control officer, or any other~~ officer, and impounded in the city designated animal shelter, except livestock shall be dealt with by the Office of the Sheriff of Columbia County, Florida, pursuant to F.S. §§~~ 588.13~~ 588.12 through 588.25, inclusive. The ~~animal control officer, or any other~~ officer, shall make a reasonable effort, including looking for tattoos and/or scanning for microchips, to locate the owner of such stray animal. Upon a violation of this section by an owner, a citation may be issued to the owner. Any owner of a ~~licensed~~ stray animal that has been impounded shall be entitled to have the animal returned to him after all impounding fees have been paid in cash and proof of current rabies vaccination by a licensed veterinarian provided.~~ If the stray animal is unlicensed, the owner must secure a license from the city before the animal is returned to its owner.~~

(b) If the owner of the stray/nuisance animal is not known and the animal is not otherwise claimed within three working days (Monday through Friday, except legal holidays) of such impoundment, such animal shall come into the custody of the ~~Lake City/Columbia County Humane Society, Inc., also known as the Lake City/Columbia County A~~animal ~~S~~shelter, for adoption or other humane disposition.

(c) When the owner of the stray/nuisance animal is known, if the animal is not claimed within three working days after a telephone contact with the owner, or within seven working days after written notification given to the owner, the animal shall come into the custody of the ~~Lake City/Columbia County Humane Society, Inc., also known as the Lake City/Columbia County A~~animal ~~S~~shelter, for adoption or other humane

disposition. Notwithstanding anything herein to the contrary, if the ~~animal control officer, or any other~~ officer, shall discover any stray animal that is mortally injured and in such a condition that the ~~animal control officer, or any other~~ officer, believes the animal is suffering greatly and, without reasonable expectation of recovery, the ~~animal control officer, or any other~~ officer, shall immediately notify, if reasonably possible, the owner of such animal's condition. If the owner does not collect said animal within one hour of receiving such actual notice, or if the animal's owner is not known, or cannot be reasonably located within a 60-minute time period, then the ~~animal control officer, or any other~~ officer, shall humanely dispose of such injured animal. The ~~animal control officer, or any other~~ officer, shall use reasonable efforts to notify as promptly as possible the owner of any such animal if known. When acting pursuant to this provision, no liability shall arise by reason of the act of this disposition of the animal.

(d) If a person cannot show proof of current rabies vaccination by a licensed veterinarian, the person shall be given three working days in which to provide proof. If the animal has not been vaccinated, then the ~~animal control officer, or any other~~ officer, may allow the owner to take the animal to have its rabies vaccination and provide the ~~animal control~~ officer or his designee proof thereof within three working days.

(e) After the receipt of a signed and sworn complaint from any person, in any form, of an at-large animal, nuisance animal, nuisance stray cat, nuisance stray dog or pig, or stray animal~~, or unlicensed animal~~, the ~~animal control officer, or any other~~ officer, is authorized to determine if the animal is a stray/nuisance as herein defined. If the nuisance animal is a stray, the officer is authorized to immediately take the animal into custody and to handle the animal in accordance herewith as a stray animal. If the animal is not a stray, the ~~animal control officer, or any other~~ officer, shall give written notification to the owner of the animal of the nuisance complaint and establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If the animal continues to be a nuisance beyond the time period specified in such written notification, the ~~animal control officer, or any other~~ officer, is authorized to take said animal into custody, and to handle the animal in accordance herewith, and the owner shall be deemed in violation hereof of this article.

(f) The city shall operate, either independently or in cooperation with

others, or by contract with an animal shelter~~, including, but not limited to, animal shelter owned and operated by the Lake City/Columbia County Humane Society, Inc.,~~ a suitable place for the impounding, care and final disposal of all dogs, cats, potbellied pigs, or other animals picked up within the city pursuant to and in accordance with the provisions of this article.

Sec. 14-56. Impounded animals; boarding fees.

When any animal shall be impounded pursuant to this article, the animal shelter ~~Lake City/Columbia County Humane Society, Inc.~~ shall collect from the owner thereof such administrative and daily boarding fees established by the animal shelter from time to time and approved by the city manager, which schedule of such fees shall be on file in the office of the city manager.

Sec. 14-57. Limited right to enter private property.

For the purpose of discharging the duties imposed by this article, and for enforcing its provisions, the ~~animal control officer, or any other~~ officer, is empowered to enter upon any private property, other than any dwelling, building, structure or fenced enclosure, except the ~~animal control officer, or any other~~ officer, may enter a fenced enclosure for the purpose of impounding any animal known or suspected (legal probable cause) of biting any person, or any animal infected with or suspected of showing suspicious symptoms of rabies. Whenever practicable, the officer shall make every reasonable effort to contact the property owner prior to entering a fenced enclosure for the purpose of enforcing this article.

Sec. 14-58. Duty to report rabies.

(a) It shall be the duty of the owner of and any person knowing of any animal infected with or showing suspicious symptoms of rabies or any unusual behavior to report the same within 12 hours to ~~the~~ an animal control officer, law enforcement officer or county health department who shall promptly forward a copy of the report to the county health department within 12 hours.

(b) It shall be the duty of any person knowing of or treating any person bitten by an animal having or suspected of having rabies to report the facts thereof within 12 hours to ~~the~~ an animal control officer, law enforcement officer or county health department who shall promptly forward a copy of such report to the county health department.

(c) Whenever ~~the~~ an ~~animal control officer, or any other~~ officer, shall be informed that any animal has bitten or scratched any person or is suspected of having or has shown suspicious symptoms of rabies or any other zoonotic infectious or contagious disease, the following procedure shall be followed:

(1) The owner of such animal shall surrender it to ~~the~~ an animal control officer or licensed veterinarian, or if the animal is running at-large, the ~~animal control officer, or any other~~ officer, shall capture such animal. In the capture of such animal, the officer shall not kill such animal unless in its capture a clear and present danger upon or injury to the officer or other persons exists. If captured, such animal shall be placed in quarantine for observation for a period of at least ten days from the date of bite or scratch. If such animal's rabies vaccination is current by a licensed veterinarian, home quarantine shall be allowed. As to any wild animal or any animal tamed from a wild environment which has bitten or scratched any person, the Columbia County Health Department Administrator shall cause the detachment of such animal's head without mutilation, and send it to the proper state department of health laboratory for pathological examination, if in the opinion of such county health department such injury was the result of an aggressive and overt act, and if in the opinion of the said county health department, such animal exhibits any symptoms of rabies, or if the physician of the person bitten or scratched requests such action.

(2) The quarantine of any animal when required pursuant to this article shall be as provided by the Florida Administrative Code, section ~~10D-3.91(4)~~ 64D-3.038, as the same now exists or may be hereafter amended. No animal shall be released or removed from the initial quarantine or confinement unless permission is obtained from the county health department. If quarantined outside the home, the owner shall bear the cost of the care, feeding and maintenance of the quarantined animal, and pay any medical and veterinarian expenses reasonably incurred for the animal.

(3) If rabies is diagnosed, or if the animal in quarantine dies, or if the animal exhibits any symptoms of rabies within the quarantine period, it shall be the duty of the county health department to cause the detachment without mutilation of the head of the animal and forward it to the proper state department of health laboratory for

pathological examination.

(4) When the report of the pathological examination indicates a positive diagnosis, the county health department may, in its discretion, invoke an area wide quarantine for a period determined to be prudent under the circumstances, not to exceed 120 days, and shall take such steps as are reasonably necessary to advise area residents of such area wide quarantine. During such quarantine, each owner within the quarantined area shall confine his animals or otherwise maintain his animals under restraint.

(5) Any person who shall fail to surrender an animal for quarantine, or any person who shall fail to surrender any animal for destruction as provided herein shall be guilty of a violation of this article and shall be issued a citation for the violation.

(6) Any person upon demand, shall surrender to ~~the~~ an animal control officer, or the county health department, the carcass of any dead animal exposed to or suspected of having been exposed to rabies. Refusal by any person to surrender such animal carcass shall be a violation of this article and shall be issued a citation for the violation.

(7) No person shall intentionally abandon any animal on any public or private lands. Such intentional abandonment shall be a violation of this article, and the perpetrator may be issued a citation for the violation. This shall include no dumping of live or dead animals on public roads, private property, or in any dumpster.

Sec. 14-59. Interference with officers.

It shall be a violation of this article for any person or persons to interfere with, hinder, resist, obstruct, or molest any ~~animal control officer, or any other~~ officer, in the performance of his official duties. It shall also be a violation of this article for any person or persons to seek to release or remove any animal from the custody of ~~the~~ an animal control officer or the animal control vehicle or a designated impoundment facility or to otherwise tear down, burn, deface, destroy, or otherwise injure any property, vehicle, or equipment of any designated impoundment facility. A violation as provided in this section shall be in addition to and not in lieu of all other violations provided by law.

Sec. 14-60. Violation; civil offense; enforcement.

(a) Except as to the provisions for a dangerous dog in section 14-~~10~~40 of this

article, the violation of this article is a civil infraction.

(b) If a person who has received a citation fails to pay the civil penalty, fails to appear before the board to contest the citation, or fails to appear before the board when the citation requires the person to do so, the board may issue a subpoena or take such other or further action authorized by law. A subpoena shall require such person to appear before the board to explain why action on the citation has not been taken and why the person should not be subject to other lawful action authorized by law. If any person who is issued such order fails to appear in response to the board's directive, that person may be held in civil contempt and be subject to paying the maximum fine permitted by section 14-66 hereof. This subsection is not intended to limit, but is in addition to all other lawful actions which the board may take when a citation has been issued.

(c) Any citation issued pursuant to this article may require mandatory board appearances for violations resulting in a public nuisance, the unprovoked biting, attacking, wounding, or killing of a human or domestic animal; violations resulting in the destruction or loss of personal property; violations of local animal cruelty laws; or violations resulting in the issuance of a third or subsequent citation to a person. The citation must clearly inform the person of such mandatory board appearance. The animal control officer or the city manager or his authorized representatives shall maintain sufficient records to prove the number of citations issued to the person. Persons required to appear before the board shall not have the option of paying the fine instead of appearing before the board.

(d) In the event of a violation of section 14-10 of this article with respect to a dangerous dog, the owner of a dangerous dog shall be subject to all the penalties provided by F.S. §§ 767.10 through 767.15, now existing or hereafter amended.

Sec. 14-61. Public nuisances.

(a) No owner or keeper of any animal shall permit the animal to become a public nuisance. The following can become a public nuisance and the owner or keeper of the animal can be cited for any instance of:

(1) An animal found to be at-large;

(2) An animal damaging or depositing fecal matter on the property of

others;

(3) Any animal molesting or biting any person, unless that person is trespassing on the property of the owner or keeper of the animal or that person provokes the animal;

(4) An animal creating odors that are detectable and offensive to a person of reasonable sensibilities on nearby property, or attracting flies detected on nearby properties;

(5) An animal which frequently or habitually howls, yips, barks excessively and without provocation or by crying loudly, or calling loudly whereas to create a serious annoyance or disturbance to any person or to the neighborhood.

(b) Repeated instances of violations of subsection 14-61(a) adversely affect the rights of nearby residents to the quiet enjoyment of their property and therefore constitute a public nuisance. To this end:

(1) If there are two or more citations given for violation of any of the provisions of subsections 14-61(a)(1) through (5) within a six-month period on the same premises, the city attorney, if there are reasonable grounds for the action, may, if directed by the city, seek an injunction in the name of the city from the appropriate court to abate the nuisance.

(2) ~~Adjudication of guilt, withholding of adjudication, or plea of no contest~~ A person found in violation of or not contesting the violation of ~~(including, but not limited to, payment of fine) in a 12-month period for two violations of~~ any ~~of~~ provision~~s~~ of subsections 14-61(a)(1) through (5) on the same premises on two occasions in a 12-month period, plus issuance of a third such citation to such person within ~~the~~ such 12-month period for a violation of a provision of subsections 14-61(a)(1) through (5), shall be presumptive evidence of a public nuisance. However, the judge may find a public nuisance without any such presumptive evidence based on other evidence presented.

(3) The judge may fashion an injunction that will abate the particular nuisance being found, up to and including removal of one or more animals from the premises.

(4) This remedy shall be in addition to any other penalties provided for by this article.

Sec. 14-62. Providing notice of violation with reasonable time to correct; providing for citations issued by officers.

(a) Any officer~~, animal control officer, or code enforcement officer~~ who has personal knowledge of, or who has probable cause to believe a person has committed an act in violation of this article, may issue a citation for such violation. Any person having personal knowledge that a person or persons have committed an act in violation of this article may file with the ~~animal control officer, or any other~~ officer, a sworn affidavit stating the name of the person violating the article, the specific violation, the date of such violation, and the names of witnesses, if any, to the violation, and requesting a citation be issued to such person for the violation. Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of the city code or article and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal inspection, a code enforcement officer finds the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if the code enforcement officer has reason to believe the violation presents a serious threat to the public health, safety, or welfare, or if the conditions present are inhumane or life-threatening to the animal, or if a repeat violation is found or if the violation is irreparable or irreversible. Any person who willfully refuses to sign and accept a citation issued by an ~~animal control~~ officer shall be guilty of a misdemeanor of the second degree, punishable as provided by F.S. § 775.082 or 775.083.

(b) If a person does not contest a citation received pursuant to this article and shall pay the applicable civil penalty prior to the date specified on the citation, then the applicable civil penalty for a violation involving a dangerous dog shall be $500.00 and for each other violation shall be $100.00, plus all applicable costs.

(c) If a person elects to contest a violation received pursuant to this article, upon a finding by the greater weight of the evidence by the board that the person so cited did commit the violation as described in the citation, the board shall impose a penalty not to exceed the penalty as set forth in

section 14-66 herein, plus costs. Upon such a finding, a judgment shall issue against the violator in the name of the city in the amount of the civil penalty together with such costs as imposed by the board, which shall be collected as any civil judgment.

(d) In accordance with F.S. § 828.27(4)(b), in addition to the foregoing penalties, a surcharge of $5.00 shall be imposed for each violation, the proceeds of which shall be used to pay the cost of training for animal control officers.

(e) All penalties for citations together with applicable fees or costs issued pursuant to this article shall be paid to the city as general revenue for the city, together with the $5.00 surcharge as provided in F.S. § ~~828.27(4)(a)(3)(b)~~ 828.27(4)(b).

(f) In addition to all other penalties provided herein, in the case of a second or subsequent conviction, the board may order the animal taken into the custody of the ~~Lake City/Columbia County Humane Society, Inc., also known as the Lake City/Columbia County A~~animal ~~S~~shelter, for adoption or other humane disposition.

Sec. 14-63. Citations contested; appeals.

(a) To contest any citation, the violator must appear before the board on the date shown on the citation for the purpose of hearing the case. The rules of evidence applicable in all hearings for contested civil citations shall be the same as small claims rules in civil cases except to the extent inconsistent with this article, and may be liberally construed by the board. The citation shall constitute the statement of claim. Delivery of the citation shall constitute service of process and notice of the hearing date.

(b) Any aggrieved party, including the city, may appeal a final administrative order of the board to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 14-64. Provisions liberally construed.

The provisions of this article may be liberally construed in order to effectively carry out the purpose of this article in the interest of the public health, welfare and safety of the citizens and residents of the city.

Sec. 14-65. Requirement to appear before board.

Any person who violates, disobeys, omits, neglects, refuses to comply with, or resists the enforcement of any of the provisions of this article shall, after being issued a notice by the code enforcement officer to appear at a hearing conducted by the board, upon ~~conviction by~~ said board finding such person violated this article, shall be fined not less than $100.00 nor more than $500.00.

Sec. 14-66. Civil penalties.

(a) The maximum fine for each civil infraction under this chapter is $500.00, unless otherwise provided by law.

(b) Whenever a provision of this chapter does not establish a specific fine for failing to do any act or thing required or for doing any act or thing prohibited, in addition to cost, the civil fine for such civil infraction shall be no less than $100.00 nor more than $500.00 for each infraction and a separate offense shall be deemed committed on each day during or on which an infraction occurs or continues. Except when otherwise provided for, the civil fines to be paid by a person for a violation of this article when the citation issued to such person is uncontested, shall be $100.00, if such fine is paid in a timely manner.

Sec. 14-67. Injunctive restraining order.

Any violation of this article is hereby declared to be a nuisance. In addition to any other relief provided in this article, the city may apply to a court of competent jurisdiction for an injunction to prohibit the continuation of any violation of this article. Such application for relief may include seeking a temporary restraining order, a temporary injunction, a permanent injunction, and an order to abate any nuisance.

Sec. 14-68. Code enforcement officers; designation; citations; hearing.

~~(a) For the purpose of this article, the term "code enforcement officer" shall mean any employee or agent of the city, designated by the city manager, whose duty it is to enforce codes and articles enacted by the city and who has received appropriate training as required by law. This shall include, but not be limited to, code inspectors, including building inspectors, law enforcement officers, and municipal fire safety inspectors as defined in F.S. Ch. 633. Designation of a code enforcement officer and appropriate training for such officer shall be determined by the city manager.~~

(~~b~~a) A citation issued by a code enforcement officer shall be in a form prescribed by the city and shall contain the information required ~~by subsection 14-34(g)~~ of a citation as "citation" is defined in section 14.34 of this article.

(~~c~~b) After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original and one copy of the citation with the board. A copy of the citation shall be hand delivered to the violator whenever possible. Whenever the code enforcement officer is unable to hand deliver the citation, a letter shall be sent by mail to the violator giving the violator ten days to arrange to meet with the officer to permit delivery of the citation. Failure to contact the officer shall be considered a willful refusal to sign for and accept issuance of the citation.

(~~d~~c) ~~[~~Penalties.~~]~~

(1) A violation of a code or ordinance cited and enforced under the provisions of this article shall be deemed a civil infraction.

(2) The maximum civil penalty shall not exceed $500.00.

(3) A civil penalty of less than the maximum civil penalty shall be assessed if the person who has committed the civil infraction does not contest the citation.

(4) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

(~~e~~d) If a person fails to pay the civil penalty or to request a hearing, fails to appear before the board to contest the citation when a hearing has been requested or fails to appear before the board as may be required, the board may enter judgment for an amount not to exceed $500.00 per infraction. The city, as an additional remedy, may refer cases of violations not paid and not contested within 15 days of issuance to a collection agency for processing, collection and notification of failure of payment to the credit bureau.

Sec. 14-69. Enforcement by other means.

The provisions of this article are additional and supplemental means of enforcing the city codes or articles and nothing contained in this article shall prohibit the city from enforcing this article by other means as may be lawfully

authorized, except as may be prohibited by the laws of Florida.

Sec. 14-70. Animal control board.

The city may, by resolution, create an animal control board which shall both advise the city from time to time regarding the control and protection of animals within the city and to review complaints of violations of this article and assist in the enforcement thereof. ~~Alternatively, the city may enter into a contract through an interlocal agreement with the county to authorize the Columbia County Animal Control Board to extend its authority within the city.~~

Sec. 14-71. Certain animals prohibited in city.

It shall be unlawful for any person to keep, raise, breed, maintain or sell livestock on any property within the city limits. No livestock shall be permitted to run or roam at-large upon any of the public streets, highways, parks, or private property within the city.

SECTION 2: PROVIDING FOR CODIFICATION

It is the intention of the City Council that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the City of Lake City, Florida. The Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section", "Article" or such other word or phrase in order to accomplish such intention. The correction of typographical errors which do not affect the intent or substance of the ordinance may be authorized by the City Clerk or the City Clerk's designee with the consent of the City Attorney without public hearing, by filing a corrected or re-codified copy of the same with the City.

SECTION 3: PROVIDING FOR SEVERABILITY

If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

SECTION 4: PROVIDING FOR REPEAL OF ORDINANCES AND RESOLUTIONS IN CONFLICT

All ordinances or parts of ordinances, resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: PROVIDING FOR AN EFFECTIVE DATE

This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

APPROVED AS AN EMERGENCY ORDINANCE PURSUANT TO SECTION 166.041(3)(b) by the City Council of the City of Lake City at a regular meeting on the ____ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

13. City Council Resolution No. 2026-107 - A resolution of the City of Lake City, Florida, approving that certain form of annexation agreement for use by City Departments and Administration; making certain findings of fact in support of the City approving said form of annexation agreement; authorizing non-substantive changes to said form of annexation agreement with the concurrence of the City Attorney; directing the City's Departments and Administration to utilize said form of annexation agreement in all such cases where it is applicable; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
09/15/2026

RESOLUTION NO 2026 - 107

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN FORM OF ANNEXATION AGREEMENT FOR USE BY CITY DEPARTMENTS AND ADMINISTRATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID FORM OF ANNEXATION AGREEMENT; AUTHORIZING NON-SUBSTANTIVE CHANGES TO SAID FORM OF ANNEXATION AGREEMENT WITH THE CONCURRENCE OF THE CITY ATTORNEY; DIRECTING THE CITY'S DEPARTMENTS AND ADMINISTRATION TO UTILIZE SAID FORM OF ANNEXATION AGREEMENT IN ALL SUCH CASES WHERE IT IS APPLICABLE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") operates and manages certain utilities and public works for the benefit of the City; and

WHEREAS, from time to time an owner of real property located outside of the City limits in the unincorporated territory of Columbia County (an "Owner") desires to receive utilities services from the City; and

WHEREAS, the City desires to provide utilities services to an Owner, provided such Owner agrees to voluntarily annex Owner's real property into the City when such real property becomes eligible for annexation; and

WHEREAS, if an Owner's real property does not meet the statutory requirements for annexation into the City, the City desires such Owner agree to annex the subject real property into the City when the City determines the subject real property meets the requirements of Florida Statutes concerning voluntary annexation; and

WHEREAS, adopting a form of annexation agreement to be used by City management creates certain efficiencies and uniformity for the City; and

WHEREAS, the City further desires to adopt the annexation agreement in the form attached as an exhibit hereto (the "Annexation Agreement"), and that such form of annexation agreement be used by City management in all cases where appropriate to do so without further approval of the City Council; and

WHEREAS, adopting the terms of the Annexation Agreement as an approved form of the City in the form of the exhibit attached hereto is in the public or community interest and for public welfare; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Adopting the form of the Annexation Agreement as an approved form of the City is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Annexation Agreement in the form of the Exhibit attached hereto should be and is approved and adopted as a form of annexation agreement by the City Council of the City of Lake City; and

3. In furtherance thereof, City departments and administration are directed and authorized, without further approval of the City Council, to utilize the Annexation Agreement in all such cases where appropriate to do so; and

4. In furtherance thereof, City departments and administration are authorized, with the concurrence of the City Attorney, to make minor, non-substantive changes to the Annexation Agreement, provided such changes do not incur additional liability to the City; and

5. Provided the Annexation Agreement is used without substantial changes, the City Council authorizes the Mayor to execute such Annexation Agreement from time to time without seeking further direction or approval from the City Council; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of September, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

City of Lake City
205 N Marion Ave
Lake City, Florida 32055

ANNEXATION AGREEMENT

[Municipal Services for Non-Contiguous Property]

THIS ANNEXATION AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF LAKE CITY, a Florida municipality, whose mailing address is 205 North Marion, Lake City, FL 32055 (the "City") and [PROPERTY OWNER] whose mailing address is [Mailing Address] (hereinafter referred to as the "Owner").

WITNESSETH

WHEREAS, the Owner has requested, and the City agrees, subject to the terms, conditions, and limitations of this Agreement, to provide water, sewer and/or gas service to the Subject Property; and

WHEREAS, the Subject Property is presently located in the unincorporated territory of Columbia County and is outside the corporate limits of the City; and

WHEREAS, the Owner acknowledges the City's water, and sewer rates for users outside the City limits are higher than the rates charged for users within the City; and

WHEREAS, the City has reviewed the location of the Subject Property and determined the municipal services requested by the Owner are available from an existing main; and

WHEREAS, the City could suffer a loss of revenue and may be unable to ensure adequate services to its own residents if Owner receives City utilities without the condition of executing this Agreement; and

WHEREAS, execution of this Agreement by the Owner as a condition of the City providing utilities to the Subject Property the City is a reasonable and lawful condition as provided in *Allen's Creek Properties, Inc. v. City of Clearwater*, 679 So.2d 1172 (Fla. 1996); and

WHEREAS, providing utilities to the Subject Property touches and concerns the Subject Property, adding to the value of the Subject Property and increasing the marketability of the Subject Property; and

WHEREAS, in consideration of the City providing the requested municipal services to the Subject Property, the Owner desires to voluntarily petition the City to annex the Subject Property under Section 171.044 or Section 171.203, Florida Statutes; and

WHEREAS, notwithstanding the Owner's desire to voluntarily annex the Subject Property into the City, the City is unable to annex the Subject Property because the Subject Property does not currently meet the statutory requirements for voluntary annexation pursuant to Section 171.044

or Section 171.203, Florida Statutes; and

WHEREAS, this Agreement constitutes Owner's petition for voluntary annexation of the Subject Property pursuant to Section 171.044 or Section 171.203, Florida Statutes; and

WHEREAS, when the City determines the Subject Property meets the annexation requirements of Section 171.044 or Section 171.203, Florida Statutes, and the City determines annexation of the Subject Property is in the City's best interests, the City may proceed with the voluntary annexation of the Subject Property, and the Owner shall pay all applicable fees, costs, and expenses associated therewith; and

WHEREAS, the Owner's obligations set forth in this Agreement shall bind Owner's heirs, successors, and/or assigns as covenants running with the land; now, therefore,

IN CONSIDERATION of the mutual covenants and agreements contained herein, and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. RECITALS.

The recitals set forth above are incorporated as material terms of this Agreement as if fully set forth herein, and a party making a representation incorporated into such recitals warrants the authenticity of such representation.

2. OWNERSHIP.

The Owner represents Owner is the present owner of the real property described in Exhibit "A", attached hereto and incorporated as a material provision, hereof (the "Subject Property").

3. TITLE OPINION/CERTIFICATION.

Prior to the City executing and recording this Agreement, the City will secure, at the Owner's expense, a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be vested in the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record.

Alternatively and at the Owner's option, prior to the Owner executing this Agreement, the Owner will provide the City with a recent title opinion of an attorney licensed in Florida or a recent title search report from a title company authorized to do business in Florida, showing marketable title to the Subject Property to be in the name of the Owner and showing all liens, mortgages, and other encumbrances not satisfied or released of record. Such attorney title opinion or title search report shall be certified as of a date being no later than ten (10) days prior to the date the Owner executes the Agreement. Subject to compliance with any

other requirements contained in this Agreement and confirmation the City is satisfied with the documentation produced by the Owner, the City may then execute and record the Agreement.

4. ANNEXATION.

a. This Agreement constitutes Owner's petition for voluntary annexation for the Subject Property pursuant to Section 171.044 and/or Section 171.203, Florida Statutes, which petition for annexation may not be revoked by Owner, shall run with the land, and shall inure as an obligation of Owner's heirs, successors, and assigns.

b. At such time as the Subject Property should become eligible for annexation, the Owner hereby consents to the annexation of the Subject Property by, and to, the City.

c. Notwithstanding any other provision of this Agreement, whether it is in the best interests of the City to annex the Subject Property, and whether such annexation shall be accomplished is in the sole discretion of the City, and such determinations shall be made at the sole and absolute discretion of the City.

d. Nothing in this Agreement shall be construed to bind or obligate the City to annex the Subject Property at any time.

e. Should the City determine annexation of the Subject Property is not in the City's best interests and deny annexation, the municipal services afforded to the Subject Property shall remain in place subject to the Owner's compliance with the financial obligations due for the services received and further compliance with any other requirements applicable to all City utility customers.

f. Eligibility for annexation shall be determined by the City in accordance with Chapter 171, Florida Statutes, and the City's codes and ordinances. A determination by the City that the Subject Property is eligible for annexation shall be binding on the Owner. The Owner hereby waives any right of objection or appeal concerning the City's decision to annex the Subject Property. Furthermore, the Owner shall not register any written or verbal opposition to the City's annexation of the Subject Property.

g. This Agreement does not in any way obligate or require the City to annex the Subject Property or grant to the Owner any particular land use designation that may be requested in connection with such annexation.

h. Any land use designation granted to the Owner in connection with the Subject Property shall be consistent with the City of Lake City Comprehensive Plan and Land Development Regulations as they may be amended from time to time.

5. ANNEXATION PETITION.

Upon written request by the City, the Owner shall execute any and all reasonable instruments to effectuate the annexation of the Subject Property, provided the City has determined, in its sole and absolute discretion, the Subject Property is eligible for annexation and such annexation is in the best interests of the City. The Owner shall have thirty (30) days to execute the instruments necessary to annex the Subject Property into the City and pay all associated fees, costs and expenses. In the event the Owner fails or refuses to execute the instruments, this Agreement shall constitute the required Petition for Annexation pursuant to Chapter 171, Florida Statutes.

6. UTILITY FEES AND LINES.

The Owner shall pay any and all utility connection fees, treatment fees, impact fees, and/or such other fees as may be required by the City Code or the City's regulations. All utility lines and/or items appurtenant thereto which are constructed/installed by the Owner shall be constructed/installed in accordance with City requirements and specifications. The City shall have the right to inspect all lines and appurtenances installed by the Owner to connect to the City's water and/or sewer system.

The Owner shall pay all water and/or sewer fees, charges, assessments, and other costs adopted by the City which directly or indirectly relate to the connection to, and use of, the City's water and/or sewer system.

7. UTILITY EASEMENTS.

Provided any such easement does not materially interfere with the Owner's use and enjoyment of the Subject Property, if the City deems an easement is necessary for utility service to be made available to the Subject Property, the Owner shall provide to the City such easements and other legal documentation, in form acceptable to the City Attorney, as the City may deem necessary or appropriate for the installation and maintenance of the City's utility services, including but not limited to sewer, water, stormwater, reclaimed water and gas services.

Any mortgagee or lienholder having an interest in the Subject Property will be required to execute a Consent and Joinder of Mortgagee/Lienholder in a form approved by the City Attorney, subordinating its mortgage or lien to the utility easement contemplated in the foregoing Agreement. The Owner shall pay all fees required by a mortgagee or lienholder to obtain such instrument of consent and joinder.

8. BINDING EFFECT.

The Owner's obligations arising from this Agreement shall be covenants running with the land, shall be binding upon and inure to the benefit of the Owner and its heirs, assigns, and successors in interest, as applicable, and the City and its assigns and successors in interest.

This Agreement does not, and is not intended to, prevent or impede the City from exercising its legislative authority as the same may affect the Subject Property.

9. REPRESENTATIONS.

The Owner represents and warrants that Owner possesses fee simple title to the Subject Property, that Owner has full power and authority to enter into this Agreement, and that upon execution of this Agreement the same will be fully binding and enforceable according to its terms.

10. RECORDING.

The City shall record this Agreement in the Public Records of Columbia County, Florida, and the Owner shall pay for costs related to same.

11. NOTICES.

Any notice required to be given hereunder shall be in writing and shall be delivered in person, by email and overnight courier service (e.g., UPS, Fedex, etc.) as follows:

OWNER or OWNER'S REPRESENTATIVE	CITY
_____	City Manager
_____	City of Lake City
_____	205 North Marion Ave
_____	Lake City, Florida 32055
_____	Clerk@LCFla.com

Should any party's information as identified above change, it shall be said party's obligation to notify the other party of the change in a fashion as is required for notices herein.

12. DEFAULTS AND ENFORCEMENT.

IN THE EVENT THE OWNER FAILS TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND SUCH FAILURE CONTINUES FOR THIRTY (30) DAYS AFTER WRITTEN NOTICE FROM THE CITY, THE CITY MAY DISCONNECT AND TERMINATE ALL CITY UTILITY SERVICES PROVIDED TO THE PROPERTY. THE OWNER HEREBY CONSENTS TO SUCH DISCONNECTION AND TERMINATION OF CITY UTILITY SERVICES AND EXPRESSLY WAIVES ANY CLAIMS BASED UPON THE DISCONNECTION AND TERMINATION OF SAME.

In the event enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner shall be responsible for costs and expenses, including attorneys' fees, whether or not litigation is necessary, and if necessary, both at trial and on appeal, incurred in enforcing or ensuring compliance with the terms and conditions of this Agreement.

13. SEVERABILITY.

If any part of this Agreement is found to be invalid or unenforceable in a court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be affected. To that end, this Agreement is declared severable.

14. EFFECTIVE DATE.

This Agreement shall be effective on the date it is last executed by a party hereto.

15. MISCELLANEOUS.

a. THIS AGREEMENT AND THE OBLIGATIONS HEREIN ARE COVENANTS RUNNING WITH THE LAND, AND ANY FUTURE OWNERS OF THE SUBJECT PROPERTY SHALL TAKE TITLE TO THE PROPERTY SUBJECT TO THIS AGREEMENT. BY ACCEPTING A DEED OF CONVEYANCE TO THE SUBJECT PROPERTY, ANY FUTURE GRANTEES OF THE SUBJECT PROPERTY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

b. This Agreement may not be modified or amended, or any term or provision hereof waived or discharged except in writing, in recordable form, signed by the parties hereto, or their respective heirs, successors, and assigns, as applicable, and as approved by the City Council. Any such modification or amendment shall not be effective until recorded in the Public Records of Columbia County, Florida.

c. This Agreement is the result of a bona fide arms length negotiation between the City and the Owner. Accordingly, this Agreement will not be construed or interpreted more strictly against any one party than against any other.

d. Failure of the City to insist upon performance within any time period or upon a proper level or quality of performance shall not act as a waiver of the City's right to later claim a failure to perform on the part of the Owner.

e. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Florida. Any litigation that arises under this Agreement shall be brought in a court of the State of Florida having jurisdiction over the matters set forth herein, said court being situated in Columbia County, Florida.

f. Nothing in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

g. The headings of this Agreement are for reference only and shall not limit or otherwise affect the meaning thereof.

h. In the event a third party institutes a legal proceeding against the City and/or the Owner, regarding the enforceability of this Agreement or any other matters arising out of or related to this Agreement, the annexation of the Property or the provision of municipal services, then in such event the Owner shall pay all costs, fees, charges, and expenses of the City related thereto, including but not limited to, attorney's fees at both the trial and appellate levels.

i. In addition to each and every remedy now or hereafter existing at law or in equity, the City shall have the right to enforce this Agreement by an action for specific performance.

j. As may be from time to time requested by the City, the Owner shall execute such additional documents as may be necessary in order to effectuate the provisions of this Agreement.

k. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, will constitute one and the same document.

l. This Agreement embodies and constitutes the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement.

m. The attached Exhibit "A" is part of this Agreement as though fully set forth in this Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed this _____ day of _____, 2026.

Signed, sealed and delivered
in the presence of:

Witnesses as to Lessor:

_____
Witness

_____
(Print/type name)

_____
Witness

_____
(Print/type name)

CITY OF LAKE CITY, FLORIDA

By: _____
_____, Mayor

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of _____, 2026, by _____, as Mayor of the City of Lake City, Florida, a municipality, for and on behalf of said City, who is personally known to me.

(NOTARY SEAL)

_____
Notary Public, State of Florida

_____
(Print/type name)
My Commission Expires:

APPROVED AS TO FORM AND LEGALITY

By: _____
Clay Martin
City Attorney

Signed, sealed and delivered
in the presence of:

Witnesses as to Owner:

_____
Witness

_____
(Print/type name)

_____
Witness

_____
(Print/type name)

[INSERT OWNER NAME HERE IF ENTITY]

By: _____
[INSERT OWNER SIGNATORY NAME HERE],
[INSERT SIGNATORY TITLE HERE]

STATE OF FLORIDA
COUNTY OF COLUMBIA

The foregoing instrument was acknowledged before me in my physical presence this ____ day of _____, 2026, by _____, as _____ of _____, a Florida _____, for and on behalf of said _____, who is personally known to me.

(NOTARY SEAL)

_____
Notary Public, State of Florida

_____
(Print/type name)
My Commission Expires:

EXHIBIT "A"

LEGAL DESCRIPTION

[INSERT/ATTACH LEGAL DESCRIPTION OF SUBJECT PROPERTY]

File Attachments for Item:

14. City Council Resolution No. 2026-110 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Hyland Software, Inc., an Ohio Corporation, for Information Technology software, training, and services to enhance the City's current OnBase software; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
September 21, 2026

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Approval for the addition of OnBase Workflow Licensing

DEPT / OFFICE: Information Technolgy

Originator: Jason Dumas

City Manager	Department Director	Date
Don Rosenthal	Jason Dumas	8/18/2026

Recommended Action:

Request approval to add OnBase Workflow licensing through Hyland's Simplified licensing package for a five-year term.

Summary Explanation & Background:

The City's current licensing doesn't include OnBase Workflow licensing. Adding OnBase Workflow licensing to our existing OnBase environment will enable users to automate and manage business processes directly within the system, improving workflows and efficiency. Attached is an ECM Investment Summary outlining the savings from transitioning to the Simplified Licenses, including OnBase Workflow.

Alternatives:

Continue with current licensing and do not utilize the additional capabilities to increase efficiency.

Source of Funds:

001.07.513-060.64 Capital Outlay Machinery & Equipment - OnBase Upgrade

Financial Impact:

Budgeted FY 2026

Exhibits Attached:

ECM Investment Summary

CM/rrp
09/29/2026

RESOLUTION NO 2026-110

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND HYLAND SOFTWARE, INC., AN OHIO CORPORATION, FOR INFORMATION TECHNOLOGY SOFTWARE, TRAINING, AND SERVICES TO ENHANCE THE CITY'S CURRENT ONBASE SOFTWARE; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for information technology software, training, and services to enhance the City's current OnBase software to improve workflows and efficiency (the "Services"); and

WHEREAS; United States General Services Administration (the "GSA"), negotiated a contract with Hyland Software, Inc., an Ohio corporation (the "Vendor") to supply the Services pursuant to Contract GS-35F-249DA; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Services by GSA; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Services on such terms and conditions as the Vendor has contracted with GSA; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor to provide the products and services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Services in the Agreement is in the public or community interest and for public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and

5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

Hyland Software Inc
28105 Clemens Rd
Westlake, OH 44145-1100

(the "Vendor").

WITNESSETH:

WHEREAS, on **April 1, 2016, General Services Administration** (the "Original Procuring Government") awarded **Contract GS-35F-249DA** for IT Software, IT Training, and IT Services to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

WHEREAS, the City of Lake City desires to avail itself of the benefits of a piggyback contract and intends to utilize said contract pursuant to the proposal HYL085683, together with any other projects for which the goods and services procured thereunder may be applicable, all at the sole discretion of the City;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The parties deem the foregoing recitals true and correct and incorporate them herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the Original Procurement Bid and Contract Documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as full, fair, and representative of the quantity and quality of bids the City would receive if it obtained written quotations or published an advertisement for bids.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **March 31, 2031.** The Original Procurement Bid and Contract provides for one **(1) renewal of a five (5) year extension** of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Send invoices for services to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or email them to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** If different from the Original Procurement Bid and Contract, the price for the Vendor's performance of the scope of services or the City's purchase of goods shall be as follows:

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The City is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

   a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

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

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all

damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

HYLAND SOFTWARE, INC.

_____

By _____, its _____

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT "A"

GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The website for GSA Advantage! ® is: https://www.GSAAdvantage.gov.

SCHEDULE TITLE:
Multiple Award Schedule (MAS)
Information Technology

FSC/PSC Class 7030 – IT Software

- Special Item Number 511210 Software Licenses – Includes both term and perpetual software licenses and maintenance.

FSC/PSC Class U012 – IT Training

- Special Item Number 611420 Information Technology Training – Includes training on hardware, software, cloud, and other applicable systems.

FSC/PSC Class D399 – IT Services

- Special Item Number 54151S Information Technology Professional Services – IT Professional Services and/or labor categories for database planning and design; systems analysis, integration, and design; programming, conversion and implementation support; network services, data/records management, and testing.

Miscellaneous – Complementary Special Item Numbers (SINs)

- Special Item Number OLM – Order Level Materials

CONTRACT NUMBER:
GS-35F-249DA

CONTRACT PERIOD:
April 1, 2016 – March 31, 2031

Hyland Software Inc.
Address: 28105 Clemens Road
Westlake, OH 44145
Phone: (440) 788-5000
Fax: (440) 788-5100
Website: www.hyland.com

Contact for Contract Administration: Victoria Stolz
Email: Victoria.Stolz@hyland.com
Phone: 336.779.5394

BUSINESS SIZE: Other than Small

Prices Shown on Advantage are Net (discount deducted)

Prices on Advantage current as of 1/21/2026

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded prices.

SIN 511210	Software Licenses
SIN 611420	Information Technology Training
SIN 54151S	Information Technology Professional Services
SIN OLM	Order Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See GSA Schedule Price List on Advantage

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate "Not applicable" for this item. See GSA Schedule Price List linked on Advantage

2. Maximum order.
The Maximum Order for the following Special Item Numbers (SINs) is $500,000:

- Special Item Number 511210 – Software Licenses
- Special Item Number 54151S – Information Technology Professional Services

The Maximum Order for the following Special Item Numbers (SINs) is $25,000:

- Special Item Number 611420 – Information Technology Training

The Maximum Order for the following Special Item Numbers (SINs) is $100,000:

- Special Item Number OLM – Order Level Materials

3. Minimum order. $50.

4. Geographic coverage (delivery area). *Domestic delivery* is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities. *Overseas delivery* is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[x] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

5. Point(s) of production (city, county, and State or foreign country). United States, Great Britain, and Germany.

6. Discount from list prices or statement of net price. 0-20%.

7. Quantity discounts. 0.25% for orders greater than $500,000.

8. Prompt payment terms. Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Foreign items.

Product from Germany		HINTLPROC_SUBS		
Products from Great Britain		HCPLG1-MG_SUBS	HCPSGI-MDE_SUBS	PEC-SUB-0453-0002-SM
HCPAP1-LG_SUBS	HCPGUIU-MD_SUBS	HCPLG1-SM_SUBS	HCPSGI-MDS_SUBS	PEC-SUB-0453-0010-LG
HCPAP1-SM_SUBS	HCPGUIU-SM_SUBS	HCPLG2-LG_SUBS	HCPSGI-MGE_SUBS	PEC-SUB-0453-0010-MD
HCPAP2-LG_SUBS	HCPHE1-LG_SUBS	HCPLG2-MD_SUBS	HCPSGI-MGS_SUBS	PEC-SUB-0453-0010-MG
HCPAP2-SM_SUBS	HCPHE1-MD_SUBS	HCPLG2-MG_SUBS	HCPSGI-SME_SUBS	PEC-SUB-0453-0010-SM
HCPAP3-LG_SUBS	HCPHE1-SM_SUBS	HCPLG2-SM_SUBS	HCPSG-LGE_SUBS	PEC-SUB-0453-0025-LG
HCPAP3-SM_SUBS	HCPHE2-LG_SUBS	HCPLGI1-LG_SUBS	HCPSG-LGS_SUBS	PEC-SUB-0453-0025-MD
HCPAPI1-LG_SUBS	HCPHE2-MD_SUBS	HCPLGI1-MD_SUBS	HCPSG-MDE_SUBS	PEC-SUB-0453-0025-MG
HCPAPI1-SM_SUBS	HCPHE2-SM_SUBS	HCPLGI1-MG_SUBS	HCPSG-MDS_SUBS	PEC-SUB-0453-0025-SM
HCPAPI2-LG_SUBS	HCPHEI1-LG_SUBS	HCPLGI1-SM_SUBS	HCPSG-MGE_SUBS	PEC-SUB-0454-0002-LG
HCPAPI2-SM_SUBS	HCPHEI1-MD_SUBS	HCPLGI2-LG_SUBS	HCPSG-MGS_SUBS	PEC-SUB-0454-0002-SM
HCPAPI3-LG_SUBS	HCPHEI1-SM_SUBS	HCPLGI2-MD_SUBS	HCPSG-SME_SUBS	PEC-SUB-0454-0010-LG
HCPAPI3-SM_SUBS	HCPHEI2-LG_SUBS	HCPLGI2-MG_SUBS	HCPSG-SMS_SUBS	PEC-SUB-0454-0010-SM
HCPAPIU-LG_SUBS	HCPHEI2-MD_SUBS	HCPLGI2-SM_SUBS	PEC-SUB-0452-0002-LG	PEC-SUB-0454-0025-LG
HCPAPIU-SM_SUBS	HCPHEI2-SM_SUBS	HCPLGIU-LG_SUBS	PEC-SUB-0452-0002-MD	PEC-SUB-0454-0025-SM
HCPAPU-LG_SUBS	HCPHEIU-LG_SUBS	HCPLGIU-MD_SUBS	PEC-SUB-0452-0002-SM	PEC-SUB-0454-0050-LG
HCPAPU-SM_SUBS	HCPHEIU-MD_SUBS	HCPLGIU-MG_SUBS	PEC-SUB-0452-0010-LG	PEC-SUB-0454-0050-SM
HCPGU1-LG_SUBS	HCPHEIU-SM_SUBS	HCPLGIU-SM_SUBS	PEC-SUB-0452-0010-MD	PEC-SUB-0454-LGEA
HCPGUI1-LG_SUBS	HCPHEU-LG_SUBS	HCPLGU-LG_SUBS	PEC-SUB-0452-0010-SM	PEC-SUB-0454-LGSD
HCPGUI1-MD_SUBS	HCPHEU-MD_SUBS	HCPLGU-MD_SUBS	PEC-SUB-0452-0025-LG	PEC-SUB-0454-MDEA
HCPGUI1-SM_SUBS	HCPHEU-SM_SUBS	HCPLGU-MG_SUBS	PEC-SUB-0452-0025-MD	PEC-SUB-0454-MDSD
HCPGUI2-LG_SUBS	HCPIH1_SUBS	HCPLGU-SM_SUBS	PEC-SUB-0452-0025-SM	PEC-SUB-0454-MGEA
HCPGUI2-MD_SUBS	HCPJCMS_SUBS	HCPPC1_SUBS	PEC-SUB-0453-0002-LG	PEC-SUB-0454-MGSD
HCPGUI2-SM_SUBS	HCPLG1-LG_SUBS	HCPSGI-LGE_SUBS	PEC-SUB-0453-0002-MD	PEC-SUB-0454-SMEA
HCPGUIU-LG_SUBS	HCPLG1-MD_SUBS	HCPSGI-LGS_SUBS	PEC-SUB-0453-0002-MG	PEC-SUB-0454-SMSD

10a. Time of delivery. (Contractor insert number of days.)

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	EXPEDITED DELIVERY TIME
511210	60 Days	30 Days
611420	60 Days	30 Days
54151S	60 Days	30 Days
OLM	60 Days	30 Days

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list**.** See table above.

10c. Overnight and 2-day delivery. Schedule customer may contact the Contractor for rates for overnight and 2-day delivery. See table above.

10d. Urgent Requirements. When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall

reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

11. F.O.B. point. Destination.

12a. Ordering address(es).
Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
(440) 788-6820

12b. Ordering procedures. For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address.
Hyland Software, Inc.
28105 Clemens Road
Westlake, OH 44145
(440) 788-6820

14. Warranty provision. 60 days.

15. Export packing charges, if applicable. N/A.

16. Terms and conditions of rental, maintenance, and repair (if applicable). N/A.

17. Terms and conditions of installation (if applicable). Please see End User License Agreements and Maintenance Terms below. Contact vendor for details.

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). N/A.

18b. Terms and conditions for any other services (if applicable). Contact vendor for details.

19. List of service and distribution points (if applicable). N/A.

20. List of participating dealers (if applicable). See below. Orders placed under Hyland's GSA Scheduled shall be issued to Hyland Software and shall reference the Authorized Dealer. Hyland Software will invoice the ordering activity and requires payment to be made directly to Hyland Software for all orders. Dealers are not permitted to accept payment on Hyland Software's behalf, except when an authorized Teaming Agreement is utilized for that order. See table below for list of Authorized Dealers.

21. Preventive maintenance (if applicable). Telephone: (440) 788-6500.

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). N/A.

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found. The EIT standards can be found at: www.Section508.gov/. I certify in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility

Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware, software, and services are 508 compliant and that the offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at: **Please contact your Account Manager for details.**

23. Unique Entity Identifier (UEI). KPENNJTYK1B3.

24. Notification regarding registration in System for Award Management (SAM) database. Registered.

EXHIBIT "A"

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EXHIBIT "A"

TERMS AND CONDITIONS

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. Therefore, items delivered shall be deemed accepted two (2) calendar days after delivery, unless rejected earlier. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights right to user acceptance testing (1) within a reasonable time after the defect was discovered or should have been discovered; as set forth below and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software. Notwithstanding the foregoing, post acceptance rights cannot be exercised more than five (5) calendar days after delivery. In addition, for a period of six (6) months from the date that a Software module and a production certificate (which is a license certificate necessary to be applied to User's systems to activate the Software for use in User's production environment) including such Software module first have been delivered to User (either by shipment of media containing the Software, downloading of the Software or the production certificate onto User's systems in connection with the installation of the Software, or the Software or the production certificate being made available for download by User from a web site identified to User), Hyland warrants to User that the Software, when properly installed and properly used, will function in all material respects as described in the "Help Files" included in the Software and that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and Hyland shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused.

For additional information, including but not limited to, Guarantee/Warranty, Utilization Limitations, and Right to Copy Pricing, see attached End User License Agreement for additional terms and conditions.

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HYLAND ONBASE SPECIFICATIONS

Databases Supported

The following sections list the databases supported in OnBase Foundation EP4.

The following versions of Microsoft SQL Server™ are supported:

- Microsoft SQL Server 2012 (all service packs)
- Microsoft SQL Server 2014 (all service packs)
- Microsoft SQL Server 2016 (all service packs)
- Microsoft SQL Server 2017
- Microsoft SQL Server 2019

When using Microsoft SQL Server databases, also note the following:

- Azure SQL Database is also supported.
- Beginning in OnBase Foundation EP1, Microsoft SQL Server 2008 and Microsoft SQL Server 2008 R2 are no longer supported.
- If you are using an ODBC data source to connect to the database, you must ensure that your SQL Server database client software version matches or exceeds the database server version. For example, if your database server is SQL Server 2016, verify that the database client is SQL Server 2016 (or later). Running a previous client version, such as SQL Server 2014, will result in system instability and memory issues. For instructions on determining your server and client versions, see Database Client / Server Version Compatibility.

The following versions of Oracle® are supported:

- Oracle 11g (all releases)
- Oracle 12c (all releases)
- Oracle 18c
- Oracle 19c

When using Oracle databases, also note the following:

- It is strongly recommended that you have a certified Oracle Database Administrator on staff.
- If you are using ODBC drivers with your Oracle database, it is recommended that you select Bind Timestamp to Date.

Due to critical issues that have been reported to Hyland, we strongly recommend that:

- Your database client software version matches or exceeds the database server version.
- You are running the most recent version of the database client.

Unicode Database Support

With only the exceptions noted below, the entirety of the OnBase product suite will support multiple code pages in the same Unicode database. Modules that are not compatible with Unicode databases will not operate if the system detects a Unicode database. These are generally modules that have had their End-of-Life status listed for one or more years already.

For more detailed information on Unicode support in OnBase Foundation EP4, including limited support scenarios for specific modules, see the Unicode Considerations manual on Hyland Community at https://community.hyland.com/.

When using supported databases for a Unicode system, also note the following:

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- Unicode databases other than Microsoft SQL Server 2016 do not support Mixed Case Alphanumeric Keyword Values longer than 224 characters.

Operating Systems Supported

The following table lists the desktop operating systems that are supported in OnBase Foundation EP4:

Desktop

Operating System X = Available/Supported N/A = Not Available	OnBase Client	Web/ Application Server	Web Client	Unity Client
Windows 8.1	X	N/A	X	X
Windows Server 2012 R2	X	X	X	X
Windows 10	X	N/A	X	X
Windows Server 2016	X	X	X	X
Windows Server 2019	X	X	X	X
Windows Server 2019 Server Core	N/A	X[1]	N/A	N/A
Apple macOS (Version 10.9 or later version)	N/A	N/A	X	N/A

1 – Limited Support

Additional OnBase Client Operating System Requirements

For OnBase Client supported operating systems, the following are required:

- Microsoft .NET Framework 4.7.2 or later
- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x86)

If you are using a 64-bit system, the following are also required:

- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

Additional Server C++ Requirements

The 32-bit Application Server requires the following:

- Microsoft Visual C++ 2010 Redistributable Package (x86)
- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2013 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x86)

The 64-bit Application Server requires the following:

- Microsoft Visual C++ 2010 Redistributable Package (x64)
- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

The Web Server requires the following:

- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

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If you are using the Application Server (either 32-bit or 64-bit) in conjunction with the Unity Client on a 64-bit system, you must also ensure that all of the following are installed on the Unity Client's workstation:

- Microsoft Visual C++ 2012 Redistributable Package (x86)
- Microsoft Visual C++ 2012 Redistributable Package (x64)
- Microsoft Visual C++ 2019 Redistributable Package (x86)
- Microsoft Visual C++ 2019 Redistributable Package (x64)

Client Retrieval Hardware Requirements

Hardware	Minimum	Recommended
CPU	1.6 GHz, 2-core	2 GHz or faster, 2-core
Memory (RAM)	• **32-bit OS:** 2 GB • **64-bit OS:** 4 GB	4 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)

Client Retrieval Hardware Requirements

Hardware	Minimum	Recommended
CPU	1 GHz	2 GHz or faster
Memory (RAM)	4 GB	8 GB or greater **Note:** Additional RAM may be needed if working with grayscale or color images.
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater

CD/DVD/Blu-ray Authoring Workstation Hardware Requirements

Hardware	Minimum	Recommended
CPU	1.6 GHz, 2-core	2 GHz or faster, 2-core
Memory (RAM)	• **32-bit OS:** 2 GB • **64-bit OS:** 4 GB	4 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	• **CD Authoring:** 3 GB • **DVD Authoring:** 8 GB • **Blu-ray Authoring:** 27 GB **Note:** If exporting or publishing, add an additional 1 GB to the appropriate value above for the Export directory structure.	

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Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)

Client Scanning Workstation Hardware Requirements

Hardware	Minimum	Recommended
CPU	1 GHz	2 GHz or faster
Memory (RAM)	512 MB	2 GB or greater
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB	2 GB or greater
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Scanner	TWAIN compliant	

Web/Application Server & Core Services Hardware Requirements

32-Bit Application Server Only

Server Component	Minimum	Recommended
CPU	2.4GHz dual-core / dual processor	Intel® XEON™ processor with multiple cores or processors
Memory (RAM)	4 GB **Note:** Using the minimum recommended memory may have an adverse effect on performance. Memory might need to be increased to accommodate other application pools or software that is running on the server.	8 GB
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB Available disk space should be at least twice the size of the largest file users may upload.	2 GB or greater Available disk space should be at least twice the size of the largest file users may upload.
Network Card	Gigabit Ethernet	Gigabit Ethernet or higher
IIS	Microsoft Internet Information Services 8.0, 8.5, or 10.0	

64-Bit Web and Application Servers Only

Server Component	Minimum	Recommended
CPU	2.4GHz dual-core / dual processor	Intel® XEON™ processor with multiple cores or processors
Memory (RAM)	• **Web Server:** 4 GB • **App Server (64-bit):** 8 GB	• **Web Server:** 8 GB • **App Server (64-bit):** 16 GB

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	Note: Using the minimum recommended memory may have an adverse effect on performance.	
Free Hard Disk Space (total for installation itself and post-installation files)	2 GB Available disk space should be at least twice the size of the largest file users may upload.	2 GB or greater Available disk space should be at least twice the size of the largest file users may upload.
Network Card	Gigabit Ethernet	Gigabit Ethernet or higher
IIS	Microsoft Internet Information Services 8.0, 8.5, or 10.0	

Hyland Full-Text Server Requirements

Server Component	Minimum	Recommended
CPU	2.4 GHz quad-core	3.2 GHz Intel® XEON™ hex- core
Host Machine	Physical or virtual	Physical
Memory (RAM) **Note:** Using the minimum recommended memory may have an adverse effect on performance.	4 GB	12 GB
Free Hard Disk Space **Note:** Available disk space should be at least twice the size of the largest file users may upload.	10 GB	40 GB or greater
Network Card	100 Mb ethernet	Gigabit ethernet or higher
IIS	Microsoft Internet Information Server 8.0, 8.5, or 10.0	

Web Client Hardware Requirements

Web Client Component	Minimum	Recommended
CPU	1 GHz	
Memory (RAM)	1 GB	2 GB or greater
Free Hard Disk Space	• **For installing and running the ActiveX Web Client:** 200 MB • **For installing and running the Desktop Host:** 400 MB	

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Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Email Platform	MAPI 1.1 Compliant Email Client connection and supporting Active Messaging DLLs	

Unity Client Platform Hardware Requirements

Component	Minimum	Recommended
CPU	1.6 GHz, 2-core	2.4 GHz or faster, 2-core
Memory (RAM)	2 GB	4 GB
Free Hard Disk Space (for installing and running the Unity Client)	800 MB	
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Graphics Card	128 MB	256 MB with hardware acceleration support

64-Bit Studio Hardware Requirements

Component	Minimum	Recommended
CPU	1.6 GHz, 2-core	2.4 GHz or faster, 2-core
Memory (RAM)	4 GB	8 GB
Free Hard Disk Space (for installing and running the Unity Client)	2 GB	
Screen Resolution	1280 x 768	1280 x 1024 (1440 x 900 widescreen)
Graphics Card	128 MB	256 MB with hardware acceleration support
Email Platform	Lotus Notes 8.5.x IBM Notes 9.0.x Microsoft Outlook 2016 or 2019 Novell GroupWise 2012 or 2014	
Media Player	Windows Media Player 10	

Virtual Environments

Hyland Software develops, tests, and supports the OnBase suite of products on specific Operating Systems, not specific hardware configurations. When OnBase is operated in a virtual environment (such as Citrix, VMware, Hyper-V, or Windows Remote Desktop) there may be limitations or subtle differences imposed by the environment. The customer and the virtual environment vendor are responsible for any interactions or issues that arise at the Hardware or

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Operating System layer as a result of their use of a virtual environment.

When it appears that a performance-related issue in OnBase is either caused by (or is unique to) the virtual environment, organizations may be asked to validate that the issue occurs in a non-virtual environment. Hyland Software will make this request if there is reason to believe that the virtual environment is a contributing factor to the issue.

Each OnBase site is unique. Hyland Software depends on the customers who deploy OnBase in virtual environments to do so only after careful design and adequate planning (that takes into account the workloads of your organization), and in accordance with recommendations provided by the virtual environment's vendor. As with any implementation, Hyland Software strongly recommends that any customer deploying the OnBase solution in a virtual environment thoroughly test the solution before putting it into production.

For information about using OnBase in a Citrix and Microsoft Windows Remote Desktop environment, please see the Citrix and Microsoft Windows Remote Desktop Environment Deployment Guide, available on the Hyland Community website at https://community.hyland.com.

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14. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions, except as otherwise provided in the GSA Schedule Contract. Hyland represents and Government hereby acknowledges its understanding that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. In addition to the foregoing, where alternative required supplemental acquisition regulations (such as DFARS) are applicable to the use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government, the ordering activity may incorporate such alternative regulations via inclusion in its order, and the terms required by such regulations shall supersede any conflicting contractual term or conditions in this EULA.

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15. EXPORT: The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all applicable regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program, unless properly authorized pursuant to applicable laws and regulations. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

	HYLAND SOFTWARE, INC.
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Hyland Legal

Approved By:

Date:

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EXHIBIT "A"

EXHIBIT A

TO

EULA

Software licensed for use pursuant to the EULA:

1. Current Software licensed:

Product Description	Product Code	Quantity

2. Such additional modules of the Software with respect to which User properly submits a written purchase order to, and pays Software license fees to, Hyland or its authorized reseller, so long as such modules are authorized for sale under the GSA Schedule Contract, of which this EULA forms a part.

3. All "Upgrades or Enhancements" to the Software described in paragraphs (1) and (2) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and Hyland, so long as such upgrades or enhancements are authorized for sale under the GSA Schedule Contract, of which the Software Maintenance Agreement and this EULA form a part.

Placeholder for Negotiated Agreement

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EXHIBIT "A"

End User License Agreement for Subscription Software

(Domestic Version)

IMPORTANT- READ CAREFULLY

This End User License Agreement for Subscription Software ("EULA") is made between Hyland Software, Inc. ("Hyland"), 28105 Clemens Road, Westlake, Ohio 44145, and [USER NAME HERE] ("User"), an entity authorized to order under GSA Schedule contracts as defined in GSA Order QGP4800.2I, as may be revised from time to time, [INSERT USER'S ADDRESS], with respect to the licensing of the Hyland's proprietary software products described on Exhibit A attached hereto, including, in each case, third party software bundled by Hyland as part of a unified product ("Software"). "User" shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule Contract which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Software. The User is the party who is granted the license for the Software.

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT. SOME TERMS MAY NOT BE APPLICABLE TO YOUR ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. PLEASE REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

DEFINED TERMS: All capitalized terms used in this EULA shall have the meaning ascribed them in this EULA.

"Delivery" means: (i) the electronic downloading of the Software onto User's systems, (ii) the Software being made available by Hyland to User for electronic download onto User's systems; or (iii) the delivery by Hyland to User of a Production Certificate for such Software module(s) by Hyland either shipping (physically or electronically) the Production Certificate to User or making the Production Certificate available for electronic download by User (including through one of Hyland's authorized solution providers).

"Documentation" means: (1) to the extent available, the "Help Files" included in the Software, or (2) if no such "Help Files" are included in the Software, such other documentation published by Hyland, in each case, which relate to the functional, operational or performance characteristics of the Software.

"Effective Date" means the date this EULA is signed by the last party that signs this EULA, or an Order that incorporates this EULA, as determined based upon the dates set forth after their respective signatures.

"Maintenance and Support" means the maintenance and support for the Software provided to the User in relation to the Software by Hyland, or Solution Provider if applicable, under the Maintenance Agreement.

"Production Certificate" means: license codes, a license certificate, or an IFM file issued by Hyland and necessary for User to activate Software for User's production use.

"Prohibited Act" or "Prohibited Acts" means any action taken by User that is: (i) in violation of Section 1 of this EULA; (ii) contrary to or in violation of Section 2 of this EULA.

"Solution Provider" means, to the extent applicable, the authorized solution provider of Hyland through which User has subscribed for the Software.

"Maintenance Agreement" means the agreement entered between User and Hyland for Maintenance and Support of the Software licensed under this EULA.

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"Subscription Fees" means the applicable periodic fees for the licensing of Software and Maintenance and Support as set forth on the GSA Schedule Contract, and payable by User to Hyland, or Solution Provider if applicable.

"Retired Software" means, at any particular time during a maintenance period covered by the Maintenance Agreement, any Software product or version of the Software licensed by User from Hyland under this EULA which is identified as being retired on Hyland's applicable secure end user web site. Hyland will specify on its end user web site Software modules or versions which become Retired Software. The effective date of such change will be twelve (12) months from the date Hyland initially posts the status change on its end user web site, and User will receive notice as a registered user of Hyland's applicable secure end user web site.

1. LICENSE:

1.1 Subject to User's payment in full of the applicable Software Subscription Fees, and subject further to User's compliance with this EULA, Hyland grants to User a revocable, non-exclusive, non-assignable (except as provided in this EULA), limited license to the Software, in machine-readable object code form only and associated Documentation; in each case, solely for use:

(a) by User internally, and only for storing, processing and accessing User's own data; and

(b) subject to Section 1.7 below, by a third party contractor retained by User as a provider of services to User ("Contractor"), but only by the Contractor for capturing, storing, processing and accessing User's own data in fulfillment of the Contractor's contractual obligations as a service provider to User.

The Software and associated Documentation are licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software or associated Documentation in any manner not expressly permitted by this EULA. Software subject to a regulatory control may only be installed in the country identified as the end user location in the purchase order. The Software may be located and hosted on computer servers owned and controlled by a third party. Such third party hosting provider shall be considered a Contractor, and subject to the requirements of Section 1.7 below.

1.2 Use Restriction. Each module of the Software is licensed for a specific type of use, such as concurrently or on a specified workstation or by a specified individual and the Software may control such use. Software products that are volume based may: (i) no longer function if applicable volume limits have been exceeded; (ii) require User to pay additional fees based on User's volume usage; and/or (iii) include functionality which monitors or tracks User's usage and reports that usage. User may not circumvent or attempt to circumvent this restriction by any means, including but not limited to changing the computer calendars. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called "multiplexing" or "pooling" software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware. User is prohibited from using any software other than the Software Client modules or a Software application programming interface ("API") to access the Software or any data stored in the Software database for any purpose other than generating reports or statistics regarding system utilization, unless Hyland has given its prior written consent to User's use of such other software and User has paid the Subscription Fees with respect to such access. User further agrees that the Software shall not be copied and installed on additional servers unless User has purchased a license therefore, and the number of users of the Software shall not exceed the number of users permitted by the Software Client licenses purchased by User.

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1.3 Production and Test Systems. User shall be entitled to use one (1) production copy of the Software licensed and one (1) additional copy of the production environment licensed Software for customary remote disaster recovery purposes which may not be used as a production system concurrently with the operation of any other copy of the Software in a production environment. Subject to the payment of any additional applicable license fees or subscription fees, User shall be entitled to license a reasonable number of additional copies of the production environment licensed Software to be used exclusively in a non-production environment and solely for the purposes of experimenting and testing the Software, developing integrations between the Software and other applications that integrate to the Software solely using integration modules of the Software licensed by User under this EULA, and training User's employees on the Software ("Test Systems"). User may be required to provide to Hyland certain information relating to User's intended use of such Test Systems such as the manufacturer, model number, serial number and installation site. Hyland reserves the right to further define the permitted use(s) and/or restrict the use(s) of the Test Systems. User's sole recourse in the event of any dissatisfaction with any Software in any non-production system is to stop using such Software and return it to Hyland. User shall not make any copies of the Software not specifically authorized in this Section 1.3.

1.4 Evaluation Software. From time to time User may elect to evaluate certain Software modules ("Evaluation Software") for the purpose of determining whether or not to purchase a production license of such Evaluation Software. Evaluation Software is licensed for User's use in a non-production environment. Notwithstanding anything to the contrary, as to any Evaluation Software, the limited license granted hereby will terminate on the earliest of: (a) last day of the evaluation period specified in the accepted purchase order delivered for such Evaluation Software; or (b) immediately upon the delivery of written notice to such effect by Hyland to User. Upon termination or expiration of such period, User immediately shall either (y) discontinue any and all of use of the Evaluation Software and related Documentation and remove the Evaluation Software; or (z) deliver a purchase order for the purchase of such Evaluation Software.

1.5 Third Party Licenses. The Software may be bundled with software owned by third parties, including but not limited to those manufacturers listed in the Help About screen of the Software. Such third party software is licensed solely for use within the Software and is not to be used on a stand-alone basis. Notwithstanding the above, User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software or upon request) may grant you additional rights to such open source software. Additionally, in the case of such software to be downloaded and installed on a mobile device, if such software will be downloaded from the application market or store maintained by the manufacturer of the mobile device, then use of such software will be governed by the license terms for the software included at the applicable application store or market or presented to User or User's user in the software, and this EULA will not govern such use.

1.6 Integration Code. If applicable, Software also includes all adapters or connectors created by Hyland and provided to you by Hyland as part of an integration between the Software and a third party line of business application ("Integration Code"). Software also includes any desktop host or other content services software provided by Hyland and downloaded on a user's computer used to extend functionality in Hyland's products. Such Integration Code and desktop host may only be used in combination with other Software and in accordance with the terms of this EULA.

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1.7 Contractor Use Agreement. The parties agree that any use of the Software by any Contractor shall be undertaken only in compliance with this EULA. User shall not allow any Contractor to: (1) make use of the Software configuration tools, Software administrative tools or any of the Software's application programming interfaces ("APIs"); (2) make use of any training materials or attend any training courses, either online or in person, in either case related to the Software; or (3) access any of Hyland's secure websites (including, but not limited to, users.onbase.com, teamonbase.com, training.onbase.com, demo.onbase.com, and Hyland.com/Community), either through Contractor's use of User's own log-in credentials or through credentials received directly or indirectly by Contractor, in any case unless and until such Contractor and Hyland have executed an agreement in a form available for download at Hyland's Community website ("Contractor Use Agreement"). In the case of any Contractor which has not signed a Contractor Use Agreement (including in the case of any breach by Customer of the preceding sentence ("Unauthorized Contractor"), User acknowledges that it's authorization of such use by an Unauthorized Contractor could result in User liability for any breach by such Contractor of any provision of the Agreement or harm caused to Hyland as a result of Unauthorized Contractor's permitted access to the Software without the constraints of the Contractor Use Agreement.

1.8 No High Risk Use. The Software is not fault-tolerant and is not guaranteed to be error free or to operate uninterrupted. The Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury to any person, or to severe physical or environmental damage ("High Risk Use"). User is not licensed to use the Software in, or in conjunction with, High Risk Use. High Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, or weaponry systems. High Risk Use does not include utilization of the Software for administrative purposes, as an information resource for medical professionals, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non- controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function. User agrees not to use, distribute or sublicense the use of the Software in, or in connection with, any High Risk Use.

1.9 Audit Rights. Upon reasonable notice to User, Hyland shall be permitted access to audit User's use of the Software solely in order to determine User's compliance with the licensing and pricing terms of this EULA, including, where applicable, to measure User's volume usage. Additionally, if requested by Hyland in connection with Software licensed on a volume basis, User shall provide reports that show User's volume usage. User shall reasonably cooperate with Hyland with respect to its performance of such audit. User acknowledges and agrees that User is prohibited from publishing the results of any benchmark test using the Software to any third party without Hyland's prior written approval, and that User has not relied on the future availability of any programs or services in entering into this EULA.

1.10 AnyDoc. The optional AccuZip component of the OCR for AnyDoc and AnyDoc EXCHANGER Software products contains material obtained under agreement from the United States Postal Service (USPS) and must be kept current via an update plan provided by Hyland to maintain User's continued right to use. The USPS has contractually required Hyland to include "technology which automatically disables access to outdated [zip code] products." This technology disables only the AccuZip component and is activated only if

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AccuZip is not updated on a regular and timely basis. Hyland regularly updates the zip code list as part of Maintenance and Support for the AccuZip module.

1.11 The Software may contain functionality that allows User to access, link or integrate the Software with User's applications or applications or services provided by third parties. Hyland has no responsibility for such applications or services, websites or content and does not endorse any third party web sites, applications or services that may be linked or integrated through the Software; any activities engaged in by User with such third parties is solely between User and such third party.

2. OWNERSHIP AND PROHIBITED CONDUCT:

2.1 Ownership. Hyland and its suppliers own the Software and Documentation, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the foregoing. The Software and Documentation are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software or Documentation are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software or Documentation, except for the limited express rights granted in this EULA. User acknowledges and agrees that, with respect to Hyland's end users generally, Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting upgrades and enhancements (including but not limited to its release process). THIS EULA IS NOT A WORK-FOR-HIRE AGREEMENT. At no time shall User file or obtain any lien or security interest in or on any components of the Software or Documentation.

2.2 Prohibited Conduct. User agrees not to: (a) remove copyright, trademark or other proprietary rights notices that appear on or during the use of the Software or Documentation; (b) sell, transfer, rent, lease or sub-license the Software or Documentation; (c) alter or modify the Software or Documentation; or (d) reverse engineer, disassemble, decompile or attempt to derive source code from the Software or Documentation, or prepare derivative works therefrom.

3. LICENSING PURCHASE ORDERS; SUBSCRIPTION FEES

Ordering, invoicing and payment shall be in accordance with the GSA Schedule Contract to which this EULA has been incorporated by addenda, as well as the applicable Federal Acquisition Regulations for orders under GSA Schedule Contracts.

4. INSTALLATION; DELIVERY OF HASPS AND CDS: User may retain Hyland or Solution Provider if applicable, to provide installation services. If Hyland is retained, the parties will enter into a separate work agreement governing the procurement and performance of such services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software. Delivery of HASPs and CDs, if any, shall be F.O.B. Hyland's offices in Westlake, Ohio, USA.

5. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

5.1 Software Warranty. For a period of sixty (60) days from and including the date a Software module has been Delivered to User, Hyland warrants to User that such Software module, when properly installed and properly used, will function in all material respects as described in the Documentation. The terms of this warranty shall not apply to, and Hyland

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shall have no liability for any non-conformity related to: (a) any Retired Software modules; or (b) any Software module that has been (i) modified by User or a third party, (ii used in combination with equipment or software other than that which is consistent with the Documentation, or (iii) misused or abused.

5.2 Remedy. Hyland's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under Section 4.1 shall be as follows: provided that, within such applicable period, User notifies Hyland in writing of the non-conformity, Hyland will either (a) repair or replace the non-conforming Software module, which may include the delivery of a commercially reasonable workaround for the non-conformity; or (b) if Hyland determines that repair or replacement of the Software module is not practicable, then terminate this EULA with respect to the non-conforming Software module, in which event, upon compliance by User with its obligations under Section 6 of this EULA, Hyland will refund any portion of the Subscription Fees paid prior to the time of such termination with respect to such Software.

5.3 EXCEPT FOR THE WARRANTIES PROVIDED BY HYLAND AS EXPRESSLY SET FORTH IN THIS EULA, HYLAND AND ITS SUPPLIERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE. HYLAND AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE PROVIDED UNDER THIS EULA WILL BE UNINTERRUPTED. EXCEPT AS EXPRESSLY STATED IN THIS EULA, HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

5.4 USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.

5.5 HYLAND MAKES NO WARRANTIES WITH RESPECT TO ANY SOFTWARE USED IN ANY NONPRODUCTION SYSTEM AND PROVIDES ANY SUCH SOFTWARE "AS IS."

5.6' No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this EULA is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of Hyland by a corporate officer or authorized negotiator identified in the GSA Schedule Contract.

6. INDEMNIFICATION:

Hyland agrees to indemnify User against all liability and expense, including reasonable attorney's fees, arising from or in connection with any third party claim, action or proceeding instituted against User based upon any infringement or misappropriation by the Software of any patent, registered copyright or registered trademark of a third party that is enforceable in the United States, provided that Hyland: (a) is notified immediately after User receives notice of such claim; (b) is consulted by the Department of Justice ("DOT') and to the extent mutually agreed upon with the DOJ is solely in charge of the defense of and any settlement negotiations with respect to such claim; (c) receives User's reasonable cooperation in the defense or settlement of such claim; and (d) has the right, upon either the occurrence of or likelihood (in

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the opinion of Hyland) of a finding of infringement or misappropriation, either to procure for User the right to continue use of the Software or to replace relevant portions of the Software with other equivalent, non-infringing portions. If Hyland is unable to accomplish either of the options set forth in (d) above, Hyland shall remove the infringing portion of the Software and refund to User the "unused portion of prepaid Subscription Fees" (as defined below) paid by User, with respect to the infringing portion of the Software. For these purposes, the "unused portion of the prepaid Subscription Fees" shall mean an amount equal to the total Subscription Fees paid by User for the infringing portion of the Software for the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, multiplied by a fraction, the numerator of which shall be the number of full calendar months remaining during the term (or applicable twelve-month period within the Initial Term) during which such removal occurs, and the denominator of which shall be twelve (12). Notwithstanding anything to the contrary, Hyland shall have no obligation to the User to defend or satisfy any claims against User that arise from (w) use of the Software by User other than as expressly permitted by this EULA; (X) the combination of the Software with any product not furnished by Hyland to User; (y) the modification of the Software other than by Hyland or any of its authorized resellers; or (z) the User's business methods or processes. THIS SECTION 6 STATES HYLAND'S ENTIRE LIABILITY AND SOLE AND EXCLUSIVE REMEDY OF USER WITH RESPECT TO ANY ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BY THE SOFTWARE.

7. **LIMITATIONS OF LIABILITY:** IN NO EVENT SHALL HYLAND'S (INCLUDING ITS SUPPLIERS') AGGREGATE LIABILITY UNDER THIS EULA EXCEED THE AMOUNT OF THE SOFTWARE SUBSCRIPTION FEES ACTUALLY PAID BY USER UNDER THIS EULA DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF AN EVENT THAT GIVES RISE TO ANY LIABILITY OF HYLAND. IN NO EVENT WILL HYLAND OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS EULA OR ANY USE OR INABILITY TO USE THE SOFTWARE, OR ANY TYPE OF CLAIM FOR LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF HYLAND OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

FOR USERS THAT PROVIDE HEALTHCARE SERVICES: IF USER USES THE SOFTWARE IN A CLINICAL SETTING, USER ACKNOWLEDGES THAT THE SOFTWARE IS AN ADVISORY DEVICE AND IS NOT INTENDED TO SUBSTITUTE FOR THE PRIMARY DEFENSES AGAINST DEATH OR INJURY DURING MEDICAL DIAGNOSIS, TREATMENT OR SIMILAR APPLICATIONS, WHICH DEFENSES SHALL CONTINUE TO BE THE SKILL, JUDGMENT AND KNOWLEDGE OF THE USER'S USERS OF THE SOFTWARE.

8. TERM AND TERMINATION:

8.1 Term. Subject to early termination as provided below, the initial term of this EULA will be the three (3) year period that commences on the Effective Date (the "Initial Term"); and such term may be renewed thereafter for successive terms of one (1) year each by either: (a) each party executing an order in writing, or (b) through User's submission of a renewal purchase order, and Hyland's acceptance of such renewal purchase order.

8.2 Termination by Either Party. When User is an instrumentality of the U.S. recourse against the United States for any alleged breach of this EULA must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hyland shall proceed diligently

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with performance of this EULA, pending final resolution of any request for relief, claim, appeal, or action arising under the EULA, and comply with any decision of the Contracting Officer.

When User is not an instrumentality of the U.S., in accordance with Contract Clause 552.238~114 US6 of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) and if allowed by the applicable State and Local law, either party may terminate this EULA immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this EULA and has failed to cure the breach within thirty (30) days after receipt of the written notice of the breach given by the non-breaching party; provided that Hyland shall not be required to give User any opportunity to cure any breach in the case of a Prohibited Act or breach of the U.S. Government End User section, all of which are considered, for all purposes, to be material provisions of this EULA.

8.3 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

8.3.1 Generally. Any termination of this EULA will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland, or its Solution Provider if applicable, all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this EULA; and all liabilities which have accrued prior to the date of termination shall survive.

8.3.2 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

8.3.3 Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that User has completed such destruction.

8.4 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

8.3.4 Generally. Any termination of this EULA will not discharge or otherwise affect any pre-termination obligations of either party existing under this EULA at the time of termination, including User's obligations to pay to Hyland, or its Solution Provider if applicable, all fees and charges accrued or due for any period or event occurring on or prior to the effective date of termination or expiration of this EULA; and all liabilities which have accrued prior to the date of termination shall survive.

8.3.5 Survival of Certain Obligations. All provisions of this EULA, which by their nature extend beyond the expiration or termination of this EULA will survive and remain in effect until all obligations are satisfied, including, but not limited to all disclaimers of warranties, confidentiality obligations and limitations of liability set forth in this EULA.

8.3.6 Effects or Consequences of Termination. Upon any termination of this EULA for any reason, any license to use the Software will automatically terminate without other or further action on the part of any party; and User shall immediately: (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to Hyland, or (2) with the prior permission of Hyland, destroy the Software and Documentation and certify in writing to Hyland that User has completed such destruction.

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9. SEVERABILITY: In the event that any term or provision of this EULA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this EULA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provisions of this EULA.

10. NOTICES: Except as otherwise provided in the GSA Schedule Contract, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by reputable overnight courier, specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing.

11. GOVERNING LAW; JURISDICTION: Applicable Federal (or State) law shall govern this EULA (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof.

12. SEVERABILITY: In the event that any term or provision of this EULA is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability, or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this EULA is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provisions of this EULA.

13. NOTICES: Except as otherwise provided in the GSA Schedule Contract, all notices required under this EULA shall be deemed effective when made in writing and sent to each party, by reputable overnight courier, specifying next day delivery to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing.

14. GOVERNING LAW; JURISDICTION: Applicable Federal (or State) law shall govern this EULA (and not the 1980 United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, each as amended), without regard to the conflicts of laws provisions thereof.

15. INTEGRATION: This EULA (including any and all exhibits and schedules referenced herein), and together with the GSA Schedule Contract in which it has been incorporated by addenda, sets forth the entire agreement and understanding between the parties pertaining to the subject matter and merges and supersedes all prior agreements, negotiations and discussions between them on the same subject matter. User acknowledges and agrees in entering into the EULA and its purchases hereunder are not contingent on the availability of any future functionality, features, programs, or services. This EULA may only be modified by a written document signed by duly authorized representatives of the parties. This EULA shall not be supplemented or modified by any course of performance, course of dealing or trade usage. All purchase orders submitted shall be subject solely to the terms of this EULA and the GSA Schedule Contract in which it has been incorporated by addenda, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA. This EULA will prevail over any conflicting stipulations contained or referenced in any other document.

16. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the U.S.

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Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions except as otherwise provided in the GSA Schedule Contract. By accepting the terms of this EULA and/or the Delivery of the Software, the U.S. Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL U.S. federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the U.S. Government's needs or is inconsistent in any respect with Federal law, the U.S. Government agrees to return this Software to Hyland. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or Documentation by the U.S. Government is subject solely to the terms of this EULA, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

17. EXPORT: The Software and Documentation provided under this EULA are subject to export control laws and regulations of the United States and other jurisdictions. User agrees to comply fully with all relevant export control laws and regulations, including the regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law or laws and regulations of other jurisdictions. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the United States embargoed territories of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable laws and regulations of the United States and other jurisdictions, including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America and other jurisdictions.

18. THIRD PARTIES: Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.

IN WITNESS WHEREOF, the parties have duly executed this EULA.

	[INSERT HYLAND ENTITY]
By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

Hyland Legal

Approved By:

Date

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EXHIBIT "A"

EXHIBIT A

TO

EULA

Software licensed for use pursuant to the EULA:

(a) Software modules, in each case, which are authorized for sale under the GSA Schedule Contract, with respect to which User properly submits a written purchase order to Hyland, or the Solution Provider if applicable, and agrees to pay Subscription Fees under the EULA. All such modules accurately listed on User's properly submitted written purchase order(s) shall, upon commencement of payment of the Subscription Fees for such Software modules under the EULA, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.

(b) All "Upgrades or Enhancements" to the Software described in paragraph (a) above that User properly obtains pursuant to the terms of the Maintenance Agreement, so long as such upgrades or enhancements are authorized for sale under the GSA Schedule Contract, of which the Software Maintenance Agreement and this EULA form a part.

Placeholder for Negotiated Agreement

EXHIBIT "A"

SOFTWARE MAINTENANCE AGREEMENT

This Agreement is made and entered into effective as of the date this Agreement or an Order incorporating this Agreement is signed by the last party that signs, as determined based upon the dates set forth after their respective signatures (the " Effective Date"), by and between Hyland Software, Inc., with its principal offices at 28105 Clemens Road, Westlake, Ohio 44145 ("Hyland"), and , with its principal offices at , the ("Licensee"), an entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.21, as may be revised from time to time. "Licensee" shall mean the instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order for the Software is issued pursuant to the Federal Supply Schedule which incorporates this agreement by reference and addenda. It shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality /entity with respect to the Software.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT. SOME TERMS MAY NOT BE APPLICABLE TO YOUR ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. PLEASE REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4, CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

RECITAL:

Hyland has licensed to Licensee the Software specified in Hyland's End User License Agreement, or End User License Agreement for Subscription Software if applicable, with Licensee (as the same may be amended or modified from time to time, the "EULA") and Licensee desires to purchase, and Hyland is willing to provide, Maintenance and Support for such Software in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the parties mutually agree as follows:

1. **DEFINED TERMS.** The following terms shall have the meanings set forth below for all purposes of this Agreement:

(a) Annual Maintenance Fees. "Annual Maintenance Fees" means the amounts charged by Hyland and payable by Licensee for Maintenance and Support of Supported Software or Extended Support Software for a maintenance period. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that Annual Maintenance Fees shall not be charged hereunder, and User's payment of Subscription Fees under the End User License Agreement for Subscription Software shall include payment for Maintenance and Support provided hereunder.

(b) Documentation. "Documentation" means the "Help Files" included in the Software which relate to the functional, operational or performance characteristics of the Software.

(c) Error. " Error" means any defect or condition inherent in the Software that causes the Software to fail to function in all material respects as described in the Documentation.

(d) Error Correction Services. "Error Correction Services" means services described m Section 2.1(b).

(e) EULA. " EULA" is defined in the recital to this Agreement.

(f) Initial Maintenance Period. " Initial Maintenance Period" means the twelve (12) month period that begins on the earlier of: (1) the date Licensee (or Hyland at Licensee's direction) actually applies the initial Production Certificate to the initial Software; or (2) the sixtieth (60th) day after the Production Certificate

is first made available to Licensee for electronic download by Hyland. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that this provision shall not be applicable, and that the term of the EULA as set forth in the End User License Agreement for Subscription Software shall apply.

(g) Maintenance and Support. "Maintenance and Support" means:

(1) for Supported Software: (A) Error Correction Services, (B) Technical Support Services, and (C) the availability of Upgrades and Enhancements in accordance with Section 2.1(d); or

(2) for Extended Support Software: (A) Technical Support Services and (B) the availability of an

Upgrade and Enhancement in accordance with Section 2.1(d).

Maintenance and Support does not include any services that Hyland may provide in connection with assisting or completing an upgrade of Supported Software or Extended Support Software with any available Upgrade and Enhancement.

(h) Software. "Software" means the software licensed by Licensee from Hyland under the EULA.

(i) Supported Software; Extended Support Software; Retired Software. At any particular time during the term of this Agreement:

(1) "Supported Software" means the current released version of the Software and any other version of such Software that is not Extended Support Software or Retired Software.

(2) "Extended Support Software" means any version of the Software which is identified on Hyland's secure end user web site (currently https://community.hyland.com) as being subject to extended support.

(3) "Retired Software" means any version of the Software which is identified on Hyland's secure end user web site as being retired.

Hyland will specify on its end user web site Software versions are Extended Support Software or Retired Software. The effective date of such change will be twelve (12) months after the date Hyland initially posts the status change on its end user web site.

G) Technical Support Services. "Technical Support Services" means services described in Section 2.1(a).

(k) Upgrades and Enhancements. "Upgrades and Enhancements" means any and all new versions, improvements, modifications, upgrades, updates, fixes and additions to the Software that Hyland makes available to Licensee or to Hyland's end users generally during the term of this Agreement to correct Errors or deficiencies or enhance the capabilities of the Software, together with updates of the Documentation to reflect such new versions, improvements, modifications, upgrades, fixes or additions; provided, however, that the foregoing shall not include new, separate product offerings, new modules or re-platformed Software.

2. MAINTENANCE AND SUPPORT.

2.1 Maintenance and Support Terms. Subject to Licensee's payment of the applicable Annual Maintenance Fees, or Subscription Fees if applicable (as defined in the End User License Agreement for Subscription Software), Hyland will provide Maintenance and Support as follows:

(a) Technical Support Services.

(1) During the hours of 8:00 a.m. to 8:00 p.m., USA Eastern Time, Monday through Friday, excluding holidays, or as otherwise provided by Hyland to its direct customers for Maintenance and Support in the normal course of its business ("Regular Technical Support Hours"), Hyland will provide telephone or online Technical Support Services related to problems reported by Licensee and associated with the operation of any Supported Software or Extended Support Software, including assistance and advice related to the operation of the Supported Software or Extended Support Software.

(2) Technical Support Services are not available for Retired Software.-

(b) Error Correction Services.

(1) During Regular Technical Support Hours, with respect to any Errors in the Supported Software which are reported by Licensee and which are confirmed by Hyland, in the exercise of its reasonable judgment, Hyland will use its commercially reasonable efforts to correct the Error, which may be effected by a commercially reasonable workaround. Hyland shall promptly commence to confirm any reported Errors after receipt of a proper report of such suspected Error from Licensee. Hyland may elect to correct the Error in the current available or in the next available commercially released version of the Supported Software and require Licensee to implement an Upgrade and Enhancement to the version selected by Hyland in order to obtain the correction.

(2) During any time outside of Regular Technical Support Hours, Hyland will receive and initially respond to reports of Errors in Supported Software by Licensee only to the extent that the Supported Software is inaccessible or the functionality of the Supported Software is substantially impaired, in either case in Licensee's production environment, and Licensee's business operations are materially adversely impacted by such circumstances. Reports of Errors outside of Regular Technical Support Hours will be made by calling Hyland's regular telephone support number and using Hyland's after hours paging system. Hyland's designated support engineer on call will contact Licensee regarding the problem within three (3) hours after the page. Licensee will not call outside of Regular Technical Support Hours for any other purpose or in any other circumstances. Hyland reserves the right to notify Licensee that it is making unauthorized use of Maintenance and Support outside of Regular Technical Support Hours and to terminate the provision thereof after such notice is given, unless Licensee pays Hyland for such continued after-hours Maintenance and Support at the rate of $187.50 per hour (with a minimum charge of one hour per call). Licensee shall be informed at the time of a call if such call is considered an unauthorized call and Licensee shall have the opportunity to terminate the call and delay Maintenance and Support until Regular Technical Support Hours on the next business day.

(j) Error Correction Services are not available for Extended Support Software or Retired Software.

(c) Reporting Policies and Procedures Applicable to Technical Support Services and Error Correction Services.

(1) Technical Support Services. In requesting Technical Support Services, Licensee will report any problems or questions related to the operation of any Supported Software or Extended Support Software in accordance with Hyland's then-applicable reporting policies. Hyland's current policies require Licensee to report such a problem or question only during Regular Technical Support Hours and either by telephone, using Hyland's regular technical support telephone line (440-788-5600), or by e-mail, using Hyland's regular technical support e-mail address (support@onbase.com).

(2) Error Correction Services. In reporting any suspected Errors in Supported Software,-Licensee shall provide prompt notice of any Errors in Supported Software discovered by Licensee, or otherwise brought to the attention of Licensee, in accordance with Hyland's then current policies for reporting of Errors. Hyland's current policies require Licensee to report Errors by telephone using Hyland's regular technical support telephone line (440-788-5600) or by e-mail using Hyland's regular technical support e-mail address (support@onbase.com), except that outside of Regular Technical Support Hours all qualified suspected Errors must be reported by telephone. If requested by Hyland, Licensee agrees to provide written documentation of Errors to substantiate the Errors and to assist Hyland in the detection, confirmation and correction of such Errors.

(d) Upgrades and Enhancements.

(1) Hyland will provide all Upgrades and Enhancements, if and when released during the term of this Section 2 of this Agreement. Licensee acknowledges and agrees that Hyland has the right, at any time, to change the specifications and operating characteristics of the Software and Hyland's policies respecting Upgrades and Enhancements and the release thereof to its end users.

(2) Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to Hyland and the sole and exclusive property of Hyland, and shall be subject to all of the restrictions, limitations and protections of the EULA and this Agreement. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of Hyland.

(3) In the case of Extended Support Software, the only Upgrade and Enhancement available is a full Upgrade and Enhancement to the latest released version of Supported Software.

(4) Upgrades and Enhancements are not available for Retired Software.

(e) Licensee ' s Implementation of Error Corrections and Upgrades and Enhancements. In order to maintain the integrity and proper operation of the Software, Licensee agrees to implement, in the manner instructed by Hyland, all Error corrections and Upgrades and Enhancements to the Supported Software or Extended Support Software, as applicable. Licensee's failure to implement any Error corrections or Upgrades and Enhancements of the Software as provided in this paragraph shall relieve Hyland of any responsibility or liability whatsoever for any failure or malfunction of the Software, as modified by a subsequent Error correction or Upgrade and Enhancement.

(f) On-line Access. Licensee acknowledges and agrees that Hyland requires on-line access to the Software installed on Licensee's systems in order to provide Maintenance and Support. Accordingly, Licensee shall install and maintain, at Licensee's sole cost and expense, means of communication and the appropriate communications software as specified by Hyland and an adequate connection with Hyland to facilitate Hyland's on- line Maintenance and Support.

2.2 Exclusions.

(a) Generally. Hyland is not responsible for providing, or obligated to provide, Maintenance and Support under this Agreement: (1) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, or from any

design defect in any configuration of the Software, which activities in any such case were undertaken by any party other than Hyland; (2) in connection with any Error if Hyland has previously provided corrections for such Error which Licensee fails to implement; (3) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party software (other than third party software embedded in the Software by Hyland), hardware or any system or networking utilized by Licensee; (4) if the Software or related software or systems have been subjected to abuse, misuse, improper handling , accident or neglect; or (5) if any party other than Hyland, or an authorized subcontractor specifically selected by Hyland, has provided any services in the nature of Maintenance and Support to Licensee with respect to the Software.

(b) Software API and Work Products. Maintenance and Support is not provided for any problems (other than Errors) or questions related to the operation or use of the Software application programming interfaces (APIs). In addition, Maintenance and Support is not provided for any Work Products (as defined hereinbelow) delivered under any work agreement. "Work Products" means all work products in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing that are developed, discovered, conceived or introduced by Hyland, working either alone or in conjunction with others, in the performance of professional services .

(c) Excluded Software and Hardware. This Agreement does not govern, and Hyland shall not be responsible for, the maintenance or support of any software other than Supported Software or Extended Support Software, or for any hardware or equipment of any kind or nature, whether or not obtained by Licensee from Hyland.

2.3 Certain Other Responsibilities of Licensee.

(a) Operation of the Software and Related Systems. Licensee acknowledges and agrees that it is solely responsible for the operation, supervision, management and control of the Software and all related hardware and software (including the database software); and for obtaining or providing training for its personnel; and for instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use.

(b) Access to Premises and Systems. Licensee shall make available reasonable access to and use of Licensee's computer hardware, peripherals, Software and other software as Hyland deems necessary to diagnose and correct any Errors or to otherwise provide Maintenance and Support. Such right of access and use shall be provided at no cost or charge to Hyland.

2.4 Professional Services for Projects Not Covered by Technical Support Services or Error Correction Services. If Licensee requests technical services related to the Software that Hyland is not obligated to provide under this Agreement, and Hyland nevertheless agrees to provide such requested services, then in any such case Licensee agrees that such services shall not be covered by this Agreement and such services only shall be engaged and provided pursuant to a separate work agreement for professional services fees in accordance with such terms as the parties may mutually agree upon.

3. PURCHASE ORDERS.

Licensee shall be required to submit a purchase order for the purchase of Maintenance and Support under this Agreement for the first maintenance period applicable to each Supported Software or Extended

Support Software module. Each such purchase order shall be subject to acceptance or rejection by Hyland. The parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that User shall not be required to submit a purchase order under this Agreement, and the obligations of the End User License Agreement for Subscription Software shall apply.

4. FEES, PAYMENTS, CURRENCY AND TAXES.

(a) Annual Maintenance Fees. Licensee shall pay to Hyland Annual Maintenance Fees for each maintenance period under this Agreement in the amounts invoiced by Hyland for Supported Software or Extended Support Software for the applicable maintenance period determined in accordance with the GSA Contract. Hyland shall invoice Licensee for Annual Maintenance Fees promptly after Hyland's acceptance of Licensee's purchase order for Maintenance and Support of such Software, but only in accordance with the payment and invoicing terms of the GSA Schedule Contract. Licensee shall pay each such invoice in full net 30 days from the invoice receipt date, or as otherwise provided in the payment and invoicing terms of the GSA Schedule Contract. In the event that any maintenance period under this Agreement for a Supported Software or Extended Support Software module is a period of less than twelve (12) calendar months, the Annual Maintenance Fees for such maintenance period for such module will be pro-rated based upon the number of calendar months in such maintenance period (including the calendar month in which such maintenance period commences if such period commences prior to the IS[01] day of such month).

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that Annual Maintenance Fees shall not be charged hereunder, and User's payment of Subscription Fees under the End User License Agreement for Subscription Software shall include payment for Maintenance and Support provided hereunder.

(b) Taxes and Governmental Charges. Licensee agrees to provide Hyland with evidence of tax exemption in accordance with Federal Acquisition Regulation, Subparts 29.2 and 29.3, in connection with any remittance otherwise required to be made by Hyland on behalf of or for the account of Licensee.

(c) Resolution of Invoice Disputes. If, prior to the due date for payment under any invoice, Licensee notifies Hyland in writing that it disputes all or any portion of an amount invoiced, both parties will use commercially reasonable efforts to resolve the dispute within thirty (30) calendar days of Hyland's receipt of the notice. If any amount remains disputed in good faith after such 30-day period, either party may escalate the disputed items to the parties' respective executive management to attempt to resolve the dispute. The parties agree that at least one of each of their respective executives will meet (which may be by telephone or other similarly effective means of remote communication) within ten (10) calendar days of any such escalation to attempt to resolve the dispute.

(d) Certain Remedies for Non-Payment or for Late Payment. Hyland's remedies for Non-payment shall be addressed in accordance with the invoicing and payment terms of the GSA Schedule Contract, as well as the Prompt Payment Act, and Contract Disputes Act.

(e) U.S. Dollars. All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement to Hyland shall be made in, U.S. dollars.

5. LIMITED WARRANTY.

(a) Limited Warranty. For a period of sixty (60) days from the date of completion of Technical Support Services or Error Corrections Services, Hyland warrants to Licensee that such services have been performed in a good and workmanlike manner and substantially according to industry standards.

Provided that, within the 60-day period referred above, Licensee notifies Hyland in writing of any non-conformity of such services to the foregoing limited warranty, Hyland's sole obligation , and Licensee's sole and exclusive remedy, shall be for Hyland to use commercially reasonable efforts to re-perform the nonconforming services in an attempt to correct the nonconformity(ies). If Hyland is unable to correct such nonconformity(ies) after a reasonable period of time, Licensee's sole and exclusive remedy shall be to exercise its termination rights under Section 7.2. This limited warranty specifically excludes non-performance issues caused as a result of incorrect data or incorrect procedures used or provided by Licensee or a third party or failure of Licensee to perform and fulfill its obligations under this Agreement or the EULA.

(b) No Warranty of Upgrades and Enhancements. The EULA shall govern any limited warranty or disclaimers relating to Upgrades and Enhancements of the Software provided to Licensee under this Agreement, and no warranty is given under this Agreement with respect to Upgrades and Enhancements.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5(a)ABOVE, HYLAND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY MAINTENANCE AND SUPPORT OR ANY UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED UNDER THIS AGREEMENT. HYLAND DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. HYLAND DOES NOT WARRANT THAT ANY MAINTENANCE AND SUPPORT SERVICES OR UPGRADES AND ENHANCEMENTS TO SOFTWARE PROVIDED WILL SATISFY LICENSEE'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY OF THE FOREGOING WILL BE UNINTERRUPTED. HYLAND DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

cd) No oral or written information given by Hyland, its agents, or employees shall create any additional warranty. No modification or addition to the limited warranties set forth in this Agreement is authorized unless it is set forth in writing, references this Agreement, or the GSA Schedule Contract which this EULA forms a part of, and is signed on behalf of Hyland by a corporate officer, or authorized negotiator identified in the GSA Schedule Contract.

6. LIMITATIONS OF LIABILITY.

UNLESS PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL HYLAND'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE AMOUNTS PAID BY LICENSEE TO HYLAND UNDER THIS AGREEMENT (OR END USER LICENSE AGREEMENT FOR SUBSCRIPTION SOFTWARE, IF APPLICABLE) DURING THE CURRENT MAINTENANCE PERIOD OF THIS AGREEMENT WHEN THE EVENTS OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY OCCUR OR ARISE. IN NO EVENT SHALL HYLAND BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR OTHER PECUNIARY LOSS, EVEN IF HYLAND HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR LOSSES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE FOREGOING LIMITATION OF LIABILITY SHALL NOT

APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; OR (2) FOR FRAUD.

7. TERM AND TERMINATION.

7.1 Term.

(a) Generally. Subject to the early termination provisions of this Section 7.1(a) and Sections 7.2 and 7.3, the Initial Maintenance Period as defined in Section 1(f) of this Agreement shall be the first maintenance period of this Agreement; and this Agreement may be renewed for one or more successive additional maintenance periods only by mutual agreement of the parties as follows: (1) at the end of the Initial Maintenance Period, for a period from the first day after the end of the Initial Maintenance Period through December 31 of the calendar year in which the Initial Maintenance Period ends; and (2) thereafter, annually on a calendar year by calendar year basis. In the case of any additional Supported Software or Extended Support Software that is licensed by Licensee at any time after the commencement of a maintenance period under this Agreement, the first maintenance period applicable to such additional Software under this Agreement shall commence on the date of Hyland's acceptance of the purchase order under which Licensee has ordered Maintenance and Support for such Software and shall end on December 31 of the calendar year in which such purchase order is accepted, and may be renewed thereafter, annually on a calendar by calendar year basis, only by mutual agreement of the parties. With respect to any renewal maintenance period, mutual agreement may be evidenced by Hyland's invoicing of Annual Maintenance Fees for such renewal maintenance period and Licensee's timely payment of such Annual Maintenance Fees. Notwithstanding anything to the contrary, this Agreement shall immediately terminate at the time the version of the Software licensed by Licensee and in use in its production environment becomes Retired Software.

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, that this provision shall not be applicable, and that the term of the EULA as set forth in the End User License Agreement for Subscription Software shall apply.

Reinstatement. In the event of the termination of this Agreement either by Customer's decision not to agree to renew or by the Software becoming Retired Software, Licensee may during the term of this Agreement afterthe effective date of such termination elect to reinstate this Agreement in accordance with this Section 7.1 (b). To obtain reinstatement, Licensee shall: (1) deliver written notice to such effect to Hyland; (2) pay Hyland: (A) Annual Maintenance Fees for all periods which have elapsed from the effective date of such termination through the effective date of such reinstatement (as determined under Section 7.1(a) as if this Agreement had not been terminated); and (B) an amount equal to one hundred percent (100%) of the Annual Maintenance Fee for the renewal period of this Agreement commencing on the effective date of such reinstatement; and (3) if the Software has become Retired Software, upgrade to the latest released version of the Software which is Supported Software. Any reinstatement under this Section 7.1(b) shall be effective as of the first business day after Hyland has received the notice of reinstatement and all payments required to be made hereunder in connection with such reinstatement. The renewal period commencing with the effective date of reinstatement of this Agreement shall be for a period ending on the first annual anniversary of such effective date; and thereafter this Agreement shall be renewed for an additional maintenance period as described in Section 7.1(a).

(b) **EXCEPT AS EXPRESSLY PROVIDED BY THIS SECTION 7.1(b), LICENSEE SHALL HAVE NO RIGHT TO REINSTATE THIS AGREEMENT FOLLOWING THE TERMINATION THEREOF FOR ANY REASON.**

7.2 Early Termination by Licensee.

(a) For Convenience. At any time Licensee may terminate this Agreement, for any reason or for no reason, upon not less than thirty (30) days advance written notice to Hyland to such effect; provided that in the event the parties have executed the End User License Agreement for Subscription Software, the parties acknowledge and agree that this provision shall not be applicable.

(b) For Cause. Licensee shall be entitled to give written notice to Hyland of any breach by Hyland or other failure by Hyland to comply with any material term or condition of this Agreement, specifying the nature of such breach or non-compliance and requiring Hyland to cure the breach or non-compliance. If Hyland has not cured, or commenced to cure (if a cure cannot be performed within the time period set forth below), the breach or non-compliance within thirty (30) calendar days after receipt of written notice, Licensee shall be entitled, in addition to any other rights it may have under this Agreement, or otherwise at law or in equity, to immediately terminate this Agreement.

7.3 Termination by Hyland For Cause. When User is an instrumentality of the U.S, recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the Contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Hyland shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

When User is not an instrumentality of the U.S., in accordance with Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019) and if allowed by the applicable State and Local law, either party may terminate this Agreement immediately upon written notice to the other party, if the other party has committed a breach of a material provision of this Agreement and has failed to cure the breach within thirty (30) days after receipt of the written notice of the breach given by the non-breaching party.

7.4 Certain Effects or Consequences of Termination; Survival of Certain Provisions.

(a) Limited Refund of Annual Maintenance Fees. In the event Licensee has terminated this Agreement in accordance with the provisions of Section 7.2(b), so long as Licensee has complied in all material respects with its obligations under this Agreement and is current on all payment obligations under this Agreement, Licensee shall be entitled to a refund from Hyland of the "unused portion of the Annual Maintenance Fees" for the then-current maintenance period. For these purposes, the "unused portion of the Annual Maintenance Fees" shall mean that portion of the Annual Maintenance Fees paid by Licensee, with respect to the maintenance period during which such termination of this Agreement is effective, equal to the total of such Annual Maintenance Fees multiplied by a fraction, the numerator of which shall be the number of calendar months during the then- current maintenance period that remain until the end of such then-current period, commencing with the calendar month after the calendar month in which such termination is effective, and the denominator of which shall be the total number of calendar months in such then-current maintenance period determined without regard to such termination.

Notwithstanding the foregoing, the parties acknowledge and agree that if the parties have executed the End User License Agreement for Subscription Software, the remedy set forth above shall not apply, and the remedies contained in that End User License Agreement for Subscription Software shall apply instead.

(b) Survival of Certain Obligations. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either party existing under the Agreement at the time of termination. The provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement will survive and remain in effect until all obligations are satisfied, including, but not limited to, Section 2.1(d)(2) (as it relates to title and ownership), Section 5(c) and (d), Section 5, Section 6, Section 7, Section 9 and Section 10.

8. FORCE MAJEURE. Excusable delays shall be governed by FAR 52.212-4(f).

9. NOTICES. Unless otherwise agreed to by the parties in a writing signed by both parties, all notices required under this Agreement shall be deemed effective: (a) when sent and made in writing by either (1)(A) registered mail, (B) certified mail, return receipt requested, or (C) overnight courier, in any such case addressed and sent to the address set forth herein and to the attention of the person executing this Agreement on behalf of that party or that person's successor, or to such other address or such other person as the party entitled to receive such notice shall have notified the party sending such notice of; or (2) facsimile transmission appropriately directed to the attention of the person identified as the appropriate recipient and at the appropriate address under (a)(1) above, with a copy following by one of the other methods of notice under (a)(1) above; or (b) when personally delivered and made in writing to the person and address identified as appropriate under (a)(1) above.

10. GENERAL PROVISIONS.

(a) Governing Law; Jurisdiction. This Agreement and any claim, action, suit, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the applicable substantive Federal laws. Venue and jurisdiction for any action, suit or proceeding arising out of this Agreement shall be determined solely in accordance with applicable federal law.

(b) Interpretation. The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

(c) Waiver. No waiver of any right or remedy on one occasion by either party shall be deemed a waiver of such right or remedy on any other occasion.

(d) Integration. This Agreement and the EULA, including any and all exhibits and schedules referred to herein or therein, and together with the GSA Schedule Contract in which it has been incorporated as an addenda, set forth the entire agreement and understanding between the parties pertaining to the subject matter and merges all prior agreements, negotiations and discussions between them on the same subject matter. This Agreement may only be modified by a written document signed by duly authorized representatives of the parties. This Agreement shall not be supplemented or modified by any course of performance, course of dealing or trade usage. Variance from or addition to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Licensee or otherwise, will be of no effect unless expressly agreed to in writing by both parties. This Agreement, subject to the terms of its incorporation in the GSA Schedule Contract, will prevail over any conflicting stipulations contained or referenced in any other document.

(e) Binding Agreement; No Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Hyland may assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity, with the prior written consent of Licensee, which shall not be unreasonably withheld. Licensee may not assign this Agreement or its rights or obligations under this Agreement, in whole or in part, to any other person or entity without the prior written consent of Hyland. Any change in control of Licensee resulting from an acquisition, merger or otherwise shall constitute an assignment under the terms of this provision. Any assignment made without compliance with the provisions of this Section 10(e) shall be null and void and of no force or effect.

(f) Severability. In the event that any term or provision of this Agreement is deemed by a court of competent jurisdiction to be overly broad in scope, duration or area of applicability, the court considering the same will have the power and is hereby authorized and directed to limit such scope, duration or area of applicability,

or all of them, so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event any provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability will attach only to such provision and will not affect or render invalid or unenforceable any other provision of this Agreement.

(g) Independent Contractor. The parties acknowledge that Hyland is an independent contractor and that it will be responsible for its obligations as employer for those individuals providing the Maintenance and Support.

(h) Subcontracting. Hyland may subcontract all or any part of Maintenance and Support. Hyland shall remain responsible to Licensee for the provision of any subcontracted services.

(i) Export. Licensee agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including but not limited to the U.S. Export Administration Act, to assure that the Upgrades and Enhancements are not exported in violation of United States law.

(j) Intentionally Omitted.

(k) Counterparts. This Agreement may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

(l) Third Parties. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

HYLAND SOFTWARE, INC.

By:

Print Name:

Title:

Date:

By:

Print Name:

Title:

Date:

Hyland Legal

Approved By:

Date:

Please note that the following products on our Advantage Listing are priced at a percentage rather than a fixed price: **SUBSCRPT, MAINT1, EXSUP1** and **REINSTAT.**

It is Hyland's policy to apply an annual incremental increase of 10% of the prior year's maintenance sum total to all customer maintenance renewals.

It is Hyland's policy to apply an annual incremental increase of 10% of the prior year's subscription sum total to all customer subscription renewals.

GSA AUTHORIZED DEALERS

Dealer	Contact/Email	Address	Phone/Website
3SG Plus	Nathan Dilley ndilley@3sgplus.com	8415 Pulsar Place Suite 300 Columbus, OH 43240	(614) 761-8394 www.3sgplus.com
ADOCS (Advanced Document Solutions, Inc.)	Mike Hawley mhawley@adocsolution.com	24307 Magic Mountain Parkway, #37 Valencia, CA 91355	(661) 251-0337 www.adocsolution.com
Computer SI Corporation	Gerry Manna gerrym@computersi.com	22 High Street Norwalk, CT 06851	(203) 855-0101 www.computersi.com
CourtView Justice Solutions	Gary Egner gary.enger@equivant.com	4825 Higbee Avenue NW Canton, OH 44718	330-470-0816 www.equivant.com
Databank IMX	Lynn M. Bell lbell@databankimx.com	458 Pike Road Huntingdon Valley, PA 19007	585-406-3195 www.databankimx.com
Digidoc Inc.	Erika Blair eblair@ps2g.us	510 Florida Ave NW Washington D.C. 20001	(443) 889-0943 www.documentmanagers.us
General Services Consulting, LLC	Ranjan Manoranjan Ranjan@gscllcoh.com	3935 Tarrington Ln Columbus, OH 43220	(614) 832-2010 https://gscoh.com
Imagesoft	Crystal Bell crystal.bell@i3verticals.com	200 W. 2nd St., # 582 Royal Oak, MI 48068	(248) 948-8100 www.i3verticals.com
InQ Solutions	Michael Robinson mike@inqsolutions.com	P.O. Box 90863 Raleigh, NC 27675	(919) 335-8757 www.inqsolutions.com
InStream, LLC	Leah Swartbaugh leahs@ami-imaging.com	5211 Lindbar Dr. Suite 504 Nashville, TN 37211	(629) 209-2500 www.instreamllc.com
Integrated Document Technologies	Jim Hartigan james.hartigan@idt-inc.com	1009 W. Hawthorn Itasca, Illinois 60143	(630) 875-1100 www.idt-inc.com
Keymark Inc.	Michael Grunden michael.grunden@keymarkinc.com	105 Tech Lane Liberty, SC 29657	(717) 364-3708 www.keymarkinc.com
Kiriworks, Inc.	Eric Willis eric.willis@kiriworks.com	1515 North River Center Drive Level M Milwaukee WI 53212	(800) 242-1777 www.kiriworks.com

Konica Minolta Business Solutions USA, Inc.	Kristen McKenna KMcKenna@kmbs.konicaminolta.us	2120 Washington Suite 450 Arlington, VA 22204	(800) 331-0561 https://kmbs.konicaminolta.us
LBMC Technologies, LLC.	Mike Sole msole@lbmc.com	201 Franklin Rd. Brentwood, TN 37024	(615) 690-1938 www.lbmctech.com
Lowery Corporation dba Applied Innovation	Evan Fiddler efiddler@appliedimaging.com	5555 Glenwood Hills Parkway Grand Rapids, MI 49512	(616) 656-1324 www.appliedimaging.com
Naviant	Jason Bruner jbruner@naviant.com	201 Prairie Heights Drive Verona, WI 53593	(888) 686-4624 www.naviant.com
Paperless Solutions, Inc.	Mike Hinkson mhinkson@paperlessus.com	3580 Progress Drive Suite i Bensalem, PA 19020	(800) 214-3149 www.paperlessus.com
Patterson Pope	Kelly Green kgreen@pattersonpope.com	110 East Blvd., Suite 1220 Charlotte, NC 28203	(704) 492-5909 www.pattersonpope.com
Prosource	Vickie Giordullo vgiordullo@totalprosource.com	9482 Meridian Way West Chester, OH 45069	(513) 769-0606 www.totalprosource.com
Requordit, Inc.	Mark Buckley accounting@requordit.com	750 N. Clark St, 2nd Floor Chicago, IL 60654	(312) 332-9200 http://www.requordit.com
Van Ausdall & Farrar	George Clark gclark@vanausdall.com	6430 E. 75th Street Indianapolis, IN 46250	(317) 974-7293 www.vanausdall.com
Ventiv Technology Inc.	Leslie Sargent leslie.sargent@ventivtech.com	38705 Seven Mile Road, Suite 160 Livonia, MI 48178	(866) 452-2787 www.ventivtech.com
Versivo	Brett Thompson brett.thompson@versivo.com	7051 Heathcote Village Way, Ste 235 Gainesville, VA 20155	(571) 636-1100 www.versivo.com

EXHIBIT "B"

EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state the City of Lake City as Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregate, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence and $300,000 for all claims arising out of the same incident or occurrence for property damage and personal injury; please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers Compensation insurance as required by the State of Florida.

EXHIBIT "C"

HYLAND™

Order Form

Hyland Reference Number: HYL085683

Parties	
Customer Name ("Customer")	City of Lake City, FL
Hyland Entity Name ("Hyland")	Hyland Software, Inc.

Customer Information	
Billing Details	**Shipping Details**
Name: City of Lake City, FL	Name: City of Lake City, FL
Bill To Address	**Ship To Address**
Purchasing & Contracting 205 N. Marion Avenue Lake City Florida 32055 United States	Purchasing & Contracting 205 N. Marion Avenue Lake City Florida 32055 United States
Quote Details	**Sales Representative**
Pricing Expiration Date: September 30, 2026 Quote Reference: Q-425294 Product Lines: OnBase Procurement Vehicle: GSA GS35F249DA Term Length in Months: 60	Name: Andrew Kalata Email: andrew.kalata@hyland.com Phone:

ON-PREMISE SOFTWARE SUBSCRIPTIONS

Product Code	Product Name	Schedule	Quantity
ONB-SUB-PW-C	OnBase Standard - Per Concurrent User	GSA	25

PAYMENT SUMMARY

Year	Subscription Payments
Year 1	USD 34,353.54
Year 2	USD 36,586.52
Year 3	USD 38,964.64
Year 4	USD 41,497.35
Year 5	USD 44,194.67
TOTAL	USD 195,596.72

CONFIDENTIAL: The information in this quote is confidential, and may not be disclosed to any third party or used in any manner other than for your internal purposes in connection with our business relationship.

EXHIBIT "C"

ORDER FORM TERMS
FOR ORDER FORM NO. EU-9846-HYL085683

This Order Form is governed by the Master Agreement, Subscription Agreement, Hosting Agreement, or the similar agreement (the "Master Agreement") under which Customer has previously purchased licenses to the Software or other products or services, provided that the customer entity signing this Order Form is either the same entity that executed the Master Agreement or an Affiliate (but only for so long as it remains an Affiliate) thereof. If the entity signing this Order Form is an Affiliate thereof, such Affiliate agrees to be bound by the terms of the Master Agreement as if it were the original party thereto and will be considered the "Customer" under the Master Agreement, including this Order Form, for purposes of the products and services purchased under this Order Form.

The Master Agreement, including this Order Form, and any other related documents referenced in the Master Agreement constitute the entire agreement of the parties with respect to the products and services purchased under this Order Form. Any terms adding to or varying from the terms of the Master Agreement, as amended per this Order Form, whether contained in any purchase order or other written, electronic, or oral communication shall be null and void and have no effect unless they are captured in an amendment executed by both parties. The effective date of this Order Form will be the date this Order Form is executed by the last party to execute (the "Effective Date" of this Order Form).

Customer acknowledges and agrees that the Master Agreement shall be amended to include the additional terms set forth below:

https://legal.hyland.com/Customer-Legal-Center#full-sub-conversion-amendment

Permission to Invoice

Customer acknowledges and agrees that, when this Order Form is signed by both parties, Hyland is permitted to invoice Customer for the matters described herein.

Currency/Taxes

All pricing in this Order Form is in USD and is exclusive of any applicable taxes and government charges. If applicable, Customer agrees to provide Hyland with valid tax exemption certificates in advance of the issuance of any invoice.

Initial Term: The initial term of the subscription(s) purchased under this Order Form begins on the Effective Date of this Order Form and will run through the Term Length identified in the Order Details in the table above. Notwithstanding anything to the contrary in the underlying governing agreement or otherwise, the parties agree that this subscription cannot be terminated by Customer for convenience.

Marketing: Notwithstanding anything the contrary in any other agreement, Hyland may refer to Customer by name as a customer of Hyland in its marketing and publicity materials.

EXHIBIT "C"

Signature of Parties

This Order Form is only valid and binding when executed by both parties. Each party has executed this Order Form by its duly authorized representative.

City of Lake City, FL	**Hyland Software, Inc.**
By:	By:
Name: (Print)	Name: (Print)
Title:	Title:
Date:	Date:

Tax Information:

____ (1) Exempt (Provide Tax Exemption Form)

____ (2) Non-Exempt

Services Only [ ]

EXHIBIT "C"

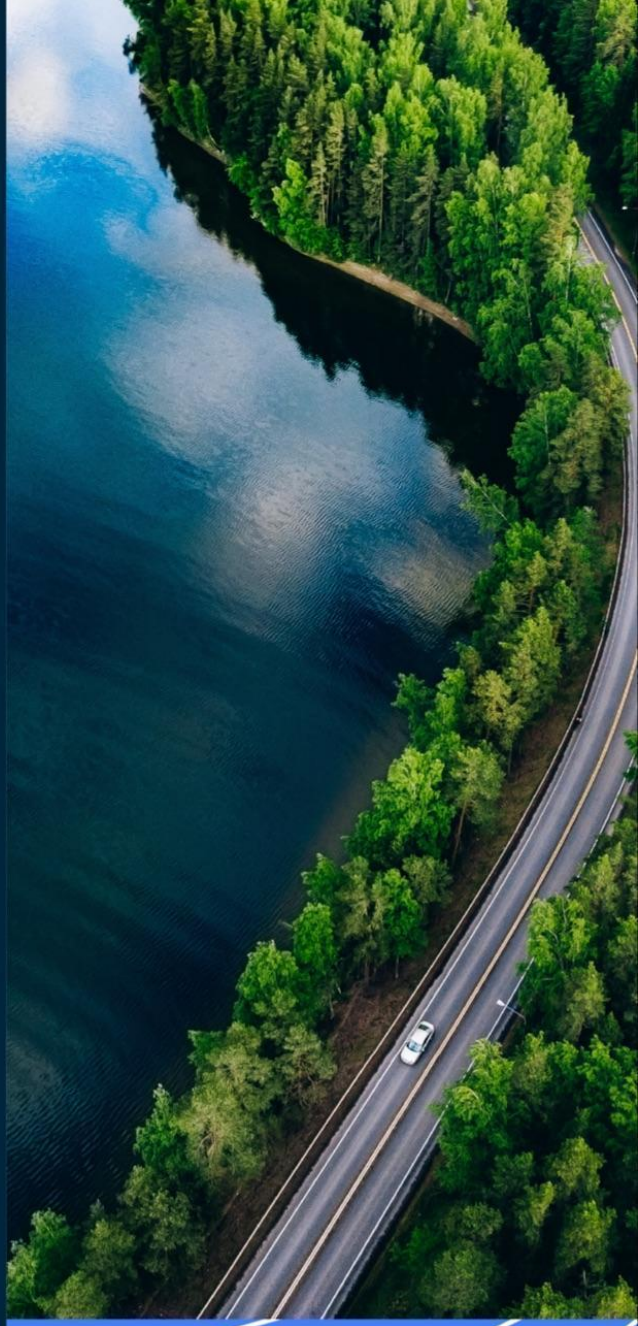
ECM Investment Summary

For

Prepared For:
City of Lake City

Presented By
DataBank IMX
Aaron Fryzek
402.875.2873
afryzek@databankimx.com

DataBank
A KYOCERA GROUP COMPANY



LAKE CITY SIMPLIFIED TRANSITION

The City currently utilizes the following license package. This package provides a base of functionality but limits usage of core OnBase features across the current user base. The City is looking to add **OnBase Workflow.**

Product Name	Count
Application Enabler	1
Bar Code Generator	1
Batch OCR	1
CD Authoring	1
Concurrent Client	25
Desktop Document Imaging (15 ppm max)	8
Desktop Document Imaging (30 ppm max)	2
Desktop Document Imaging (Unlimited)	4
Distribution Service	1
Document Import Processor	1
EDM Services	1
E-Forms	1
Full-Text Search	1
Multi-User Server	1
Office Business Application for 2019	10
Public Sector Constituency Web Access	12329
StatusView	1
Unity Automation API	1
Web Server	1
Workflow Concurrent Client SL	1
Workstation Client	1

Adding **OnBase Workflow licensing** to an existing OnBase environment gives users the ability to automate and manage business processes directly within the system.

Key benefits include:

- **Automated document routing** – Send documents and information to the appropriate user or department based on defined business rules.
- **Approval workflows** – Manage reviews, approvals, rejections, and exceptions within OnBase.
- **Work queues** – Provide users with organized queues of items requiring action.
- **Notifications and escalations** – Automatically alert users when action is needed and escalate overdue items.
- **Reduced manual handoffs** – Minimize reliance on email, spreadsheets, and manual process tracking.
- **Improved process visibility** – See where documents and tasks are within a workflow at any given time.
- **Greater consistency** – Ensure business processes follow standardized rules and procedures.
- **Improved accountability and auditability** – Track who completed each action and when it occurred.
- **Faster processing times** – Reduce bottlenecks and delays by automating routine steps.
- **Better management insight** – Gain visibility into workloads, bottlenecks, and process performance.
- **Expanded value from the existing OnBase investment** – Move beyond document storage and retrieval to actively manage processes such as invoice approvals, HR onboarding, contract reviews, records requests, and case management.

EXHIBIT "C"

The OnBase platform developed by Hyland and supported by DataBank IMX for the City is currently procured utilizing GSA as a contract vehicle. Since the original acquisition of the software where each independent function was a separate module and cost, Hyland has adjusted how it licenses the software. This adjustment is user based and is within 3 tiers with additional independent add-ons. (Essential, Standard, Premier) These tiers are either user or concurrent based.

To expand to Workflow, the City users would need to move into the Standard Tier. The Standard Tier also provides access to additional mail integration capabilities, integration and form technologies, and PDF functionality improvements. These updates would cost more than $49,000 annually to acquire in the current licensing package.

The following graphic represents the current GSA list price for 25 **concurrent** users of each simplified package.

City of Lake City				
GSA Tiers		Per User	Qty	Total
Essential Concurrent	ONB-SUB-DW-C	$2,539.04	25	$ 63,476.00
Standard Concurrent	ONB-SUB-PW-C	$3,385.39	25	$ 84,634.75
Premier Concurrent	ONB-SUB-KW-C	$4,231.74	25	$105,793.50

With the historical investment of OnBase at the City considered and a desire of the City to understand and protect future potential cost increases, DataBank / Hyland have created a transition that converts current investment into a 5-year package of 25 Standard Concurrent simplified licenses. This transition represents significant immediate and long term value for the City to expand.

The total cost of this transition over a 5-year period is $195,596.72

Year	Subscription Payments
Year 1	USD 34,353.54
Year 2	USD 36,586.52
Year 3	USD 38,964.64
Year 4	USD 41,497.35
Year 5	USD 44,194.67
TOTAL	USD 195,596.72

This represents a 60% reduction in costs to the City vs current GSA and a 46% reduction in costs vs adding the licensing into the current plan.

EXHIBIT "C"

General cost estimates based on similar annual increases are noted below, however addition of these items via GSA list and/or adding to the current package would be at the current annual increase.

	GSA List	Current Addition	5 Year Transition
Year 1	$ 84,634.75	$ 63,905.80	$ 34,353.54
Year 2	$ 90,136.01	$ 68,059.68	$ 36,586.52
Year 3	$ 95,994.85	$ 72,483.56	$ 38,964.64
Year 4	$102,234.51	$ 77,194.99	$ 41,497.35
Year 5	$108,879.76	$ 82,212.66	$ 44,194.67
Total	$481,879.88	$ 363,856.68	$ 195,596.72
	59%	46%	

File Attachments for Item:

15. City Council Resolution No. 2026-116 - A resolution of the City of Lake City, Florida, adopting the evaluation and tabulation of responses to that certain Request for Proposal Number 014-2026 for janitorial services; accepting the proposal from American Janitorial, Inc., a Florida Corporation; making certain findings of fact in support thereof; directing the City Manager to commence negotiation of an agreement with said vendor pursuant to the terms of the request for proposals and the proposal submitted by said vendor; directing the City Manager to present such agreement to the City Council at a future date; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE
09/21/2026

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **RFP-014-2026 Janitorial Services for 4 Municipal Facilities**

DEPT / OFFICE: Procurement

Originator: Angel Bryant		
City Manager Don Rosenthal	**Department Director**: Brenda Karr	**Date** 9/2/2026

Recommended Action: Request Approval from council to accept proposal from American Janitorial, Inc. based on the consensus of the evaluation committee and proceed with entering into an agreement.

Summary Explanation & Background: RFP-014-2026 Janitorial Services for Municipal Facilities- 4 Locations was released on July 7th, 2026 and proposals were due on August 7th, 2026. Eleven proposals were submitted. An evaluation committee meeting was held on September 2nd,2026 in which the evaluation committee came to consensus that the recommended award should go to the top-ranked proposal which is American Janitorial, Inc.

Alternatives: Not proceed with the recommended proposal.

Source of Funds: The funds will come from the .34 account from the general fund, the police department's budget and IT departments budget.

Financial Impact: 53,896.44

Exhibits Attached: Solicitation, Evaluation Committee Consensus scorecard, American Janitorial Inc's proposal, contract documentation.

CM/rrp
09/15/2026
Rev. 09/23/2026

RESOLUTION NO 2026-116

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA ADOPTING THE EVALUATION AND TABULATION OF RESPONSES TO THAT CERTAIN REQUEST FOR PROPOSAL NUMBER 014-2026 FOR JANITORIAL SERVICES; ACCEPTING THE PROPOSAL FROM AMERICAN JANITORIAL, INC., A FLORIDA CORPORATION; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT THEREOF; DIRECTING THE CITY MANAGER TO COMMENCE NEGOTIATION OF AN AGREEMENT WITH SAID VENDOR PURSUANT TO THE TERMS OF THE REQUEST FOR PROPOSALS AND THE PROPOSAL SUBMITTED BY SAID VENDOR; DIRECTING THE CITY MANAGER TO PRESENT SUCH AGREEMENT TO THE CITY COUNCIL AT A FUTURE DATE; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 2-178(d) of the Code of Ordinances of the City of Lake City (the "City") requires the procurement of supplies and contractual services based on a competitive bid process; and

WHEREAS, in accordance with said provision of the City's Code of Ordinances, the City solicited bids pursuant to Request for Proposal Number 014-2026 (the "RFP") in the form of the composite exhibit hereto, seeking a vendor-for janitorial services (the "Services"); and

WHEREAS, American Janitorial, Inc., a Florida corporation (the "Vendor") was the highest ranked respondent to the RFP; and

WHEREAS, the City finds any irregularities in the Vendor's response to the RFP to be immaterial to the substance of the RFP; and

WHEREAS, the City desires to and does accept the Vendor's response as the highest ranked response to the RFP; and

WHEREAS, pursuant to the RFP, the Vendor and the City desire to enter into an agreement for Vendor to provide the Services; and

WHEREAS, the City Council desires the City Manager commence negotiation of an agreement with the Vendor for the Vendor to provide the Services pursuant to the terms of the RFP and the Vendor's response thereto; and

WHEREAS, the City Manager is directed to submit any agreement negotiated with the Vendor to the City Council for final approval; and

WHEREAS, accepting the Vendor's response to the RFP in the form of the composite exhibit

hereto as the highest ranked response and negotiating an agreement with said Vendor are in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Accepting the Vendor's response pursuant to the evaluation and tabulation results arising from the RFP, and negotiating with the Vendor to establish an agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Vendor's response to the RFP in the form of the composite exhibit hereto as the highest ranked response to the RFP is accepted by the City Council of the City of Lake City; and
3. The City Manager of the City of Lake City is directed to negotiate an agreement with the Vendor pursuant to the terms of the RFP and the Vendor's proposal in response thereto; and
4. The City Manager of the City of Lake City is directed to submit to the City Council any such agreement negotiated with the Vendor; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

REQUEST FOR PROPOSAL

RFP-014-2026

JANITORIAL SERVICES FOR MUNICIPAL FACILITIES- 4 LOCATIONS

City of Lake City

205 N. Marion Ave.

Lake City, FL 32055

RELEASE DATE: July 7, 2026

DEADLINE FOR QUESTIONS: July 21, 2026

PROPOSAL SUBMISSION DEADLINE: August 7, 2026, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

https://procurement.opengov.com/portal/lcfla

EXHIBIT TO RESOLUTION

City of Lake City
REQUEST FOR PROPOSAL
Janitorial Services for Municipal Facilities- 4 Locations

I. The City of Lake City, Florida .....
II. Introduction .....
III. Instructions to Proposers .....
IV. Scope of Work .....
V. Format and Content .....
VI. Evaluation Criteria .....
VII. Pricing Proposal .....
VIII. Terms and Conditions .....
IX. Vendor Questionnaire .....

Attachments:

A - Standard Services Agreement (v.11) (002)

1. The City of Lake City, Florida

1.1. Request for Proposal

RFP-014-2026
Janitorial Services for Municipal Facilities- 4 Locations

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, OpenGov, until 2:00 pm, local time, on Friday, August 7, 2026. The Procurement Department will not consider proposals delivered by any other means. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

At the time of the proposal opening, only the respondents' names will be read aloud.

Request for additional information or clarifications shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before the Tuesday, July 21, 2026 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal.

It will be the sole responsibility of the Proposer to contact the Procurement Department before submitting a response to determine if any addenda have been issued, obtain such addenda, and acknowledge that addenda must be accessed through OpenGov.

Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72 hours following the agency posting the notice of intended award, excluding Saturdays, Sundays, and city holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Department or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

The City of Lake City reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, or take any similar actions that may be deemed to be in the best interest of the City.

CITY OF LAKE CITY, FLORIDA

Don Rosenthal
City Manager

2. Introduction

2.1. Summary

The City of Lake City (herein after, "City") has issued this Request for Proposals (hereinafter, "RFP") with the sole purpose and intent of obtaining responses from interested and qualified firms licensed to do business in the State of Florida offering to provide Janitorial Services for Municipal Facilities- 4 Locations

2.2. Background

The City of Lake City is approximately 12.4 square miles in size and serves a population of approximately 12,500. The City of Lake City is an urban city located in Columbia County, Florida, a rural community.

The legislative branch of the City is composed of an elected five-member City Council consisting of the Mayor and four council members. The City Council is governed by the City Charter and by state and local laws and regulations.

The City of Lake City operates under a City Council-City Manager form of government and provides a full range of municipal services, including: general government administration, law enforcement and fire protection, community redevelopment, stormwater management, sanitation and solid waste, as well as construction and maintenance of infrastructure, recreational, and other cultural facilities. The City also operates a municipal airport.

2.3. Contact Information

Angel Bryant
Procurement Analyst
205 N Marion Ave
Lake City, FL 32055
Email: bryanta@lcfla.com
Phone: (386) 719-5818

Department:
Procurement

2.4. Timeline

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Note: Dates are subject to change. TBD = to be determined. NLT = no later than.

Issue RFP Notice	July 7, 2026

Pre-Proposal Meeting (Mandatory)	July 14, 2026, 10:00am City Hall - 205 N Marion Avenue, Lake City, FL 32055
Last Date for Receipt of Written Questions	July 21, 2026, 2:00pm
Proposal Due Date	August 7, 2026, 2:00pm
PRE EVALUATION MEETING	August 13, 2026, 2:00pm
Evaluation Committee Meeting	September 2, 2026

3. Instructions to Proposers

3.1. Proposal Response

The City of Lake City, Florida (City) will receive sealed proposals via the City's e-Procurement Portal, OpenGov, until 2:00 pm, local time, on Friday, August 7, 2026. Proposals delivered by any other means will not be considered by the Procurement Department. Any proposals received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time will be resolved against the Proposer.

3.2. Questions

All questions related to this RFP shall be submitted in writing via the OpenGov Question/Answer Tab via the City's e-Procurement portal, on or before, Tuesday, July 21, 2026 by 2:00 pm. All questions submitted and answers provided shall be electronically distributed via email to proposers following this solicitation on the City's e-Procurement Portal. Please include the section referenced for each question in order to ensure that the questions asked are responded to correctly.

3.3. Method of Source Selection

Each proposal will be reviewed to determine if it is responsive to the RFP. Proposals deemed non-responsive will be rejected without evaluation. A responsive proposal has been signed and submitted by the specified Proposal deadline and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this RFP do so at their own risk.

The Evaluation Committee shall review all proposals for compliance with the specifications and select a vendor(s) for recommendation.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for clarification to assure full understanding of, and responsiveness to, solicitation requirements. Contingent upon the successful ranking of proposals and negotiation of contracts, nothing shall preclude the City from selecting a single, qualified firm to provide both services.

3.4. Pre-Proposal Conference

A mandatory pre-proposal conference will be held on Tuesday, July 14, 2026, commencing promptly at 10:00 am, and will be held: City Hall - 205 N Marion Avenue, Lake City, FL 32055.

This pre-proposal conference is designated as "mandatory"; prospective proposers must be present to submit a proposal response.

The purpose of the pre-proposal conference is to provide an open forum for discussion and questions with City staff regarding the RFP, ensuring all prospective proposers have an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official nor become

part of the RFP. Only written responses to written questions will be considered official and will be included as part of the RFP.

All prospective proposers are strongly encouraged to attend, as this will be the only pre-proposal conference for this solicitation unless the department requests otherwise.

3.5. Proposal Due Date

Sealed Proposals must be received via the City's e-Procurement Portal, OpenGov, no later than 2:00 pm, Local Time, Friday, August 7, 2026. Proposals received after this date and time will not be considered.

3.6. Public Opening

There is no public opening of the proposals. Only the respondents' names will be read aloud.

3.7. Public Record

Pursuant to Chapter 119, Florida Statutes, proposals received in response to this Request for Proposal are exempt from disclosure under the provisions of the Public Records Law until an award decision has been made known or within thirty (30) days after the Proposal opening, whichever is earlier.

4. Scope of Work

4.1. Introduction

The City of Lake City ("City") invites sealed bids from qualified contractors to provide janitorial services at various municipal facilities. The selected contractor shall provide all necessary labor, materials, equipment, and supervision to maintain clean and sanitary conditions in accordance with the specifications contained herein.

The contract shall be awarded to the lowest responsive and responsible bidder meeting all specifications.

4.2. General Scope of Work

Four City of Lake City facilities require ongoing janitorial services, including but not limited to:

- City Hall
  205 N. Marion Ave. Lake City, FL 32055
- Customer Service
  173 NW Hillsboro Ave. Lake City, FL 32055
- IT/GIS Building
  494 NW Desoto St. Lake City, FL 32055
- Public Safety Building
  225 NW Main Blvd., Lake City, FL 32055

The City will provide cleaning products to clean the designated areas as well as paper products to restock, such as trash bags, paper towels, and toilet paper. The Contractor shall furnish and maintain, in good repair all equipment, including, but not limited to, mops, brooms, vacuums, ladders and any other equipment necessary to perform the requirements of the contract. Stock must be kept on hand at all times in each facility for use in emergencies.

Janitorial services for the Police Department **and the IT/GIS building** shall be performed **during normal business hours** on **Monday, Wednesday, and Friday**. All other facilities—including **City Hall and Customer Service**—shall be cleaned **after normal operating hours (after 5:00 p.m.)** on **Monday, Wednesday, and Friday**. The **IT/GIS building** will require cleaning **twice per week**. If the contractor needs to perform cleaning at any time outside of this schedule, prior approval must be obtained.

The Contractor is required to provide a proposed listing of all personnel who will be utilized at the Lake City Police Department and City Hall. Required information shall include the name, date of birth, current resident address, telephone number, Social Security number, and 5 years of residence history for all applicable contractor employees. A criminal screening and background check will be conducted for all contract employees of the contractor awarded this service, prior to the commencement of work. A

Florida Department of Law Enforcement (FDLE) and a Criminal Justice Information Services (CJIS) Certification on all personnel will be required before the contract is awarded. The awarded contractor will be notified of those individuals authorized to provide janitorial services. Any new or additional employees will need to be pre-approved by the City of Lake City before they gain access to the facility.

4.3. Project Locations

1. Lake City Police Department is located at 225 N.W. Main Blvd, Suite 102, Lake City, FL 32055. There are two (2) floors with a total of ten (10) regular restrooms, two (2) of which are located in the locker rooms. The building also consists of hallways, training rooms, conference rooms, squad room, and Kitchen. The total area of the Police Department is approximately 18,564 square feet.

2. City Hall is located at 205 N. Marion Ave. Lake City, FL 32055. There are three (3) floors with a total of six (6) restrooms with two (2) stalls in each restroom. There are two (2) breakrooms, hallways, lobby area, Customer Service area. Council Chambers on the 2nd floor should be cleaned two (2) times a month. The total area of the building is approximately 15,782 square feet.

3. Customer Service and Growth Management is located at 173 NW Hillsboro St., Lake City, FL 32055. There is one (1) with two (2) restrooms, one (1) is a single bathroom with a urinal and the other bathroom has two (2) stalls, bathrooms located on 1st floor. There is also one (1) breakroom and drive-thru area. The building also consists of hallways and lobby areas. The total area of the building is approximately 7,772 square feet.

4. Information Technology is located at 494 NW Desoto St., Lake City, FL 32055. There is one (1) floor with a total of two (2) restrooms with five (5) stalls total. There are four (4) offices and two (2) storage rooms. The building also consists of hallways. The total area of the Information Technology building is approximately 2,000 square feet.GIS is located at 494 SW Desoto Street, Lake City, FL 32055. There is one (1) floor with a total of two (2) restrooms with five (5) stalls total. There are four (4) offices and two (2) storage rooms. The building also consists of hallways 1 kitchen. The total area of GIS building is approximately 2,000 square feet. These are two separate buildings at the same location.

4.4. Contract

The initial term of the contract shall commence upon execution by the CITY and continue in effect for a period of three (3) years. Upon mutual agreement of the City and the awarded Contractor, the contract may be renewed for two (2) additional one-year periods under the same terms, conditions, and prices.

4.5. Cleaning Tasks

1. Sweep/dust and wet mop all hard surface floors.

2. Vacuum carpets in all common areas; spot clean when needed.

3. Vacuum and spot clean the carpets, dust furniture and window sills and empty trash receptacles of the executive offices located at City Hall and Public Safety Building during business hours once a week. (4 offices – City Manager, Assistant City Manager, Chief of Police and Assistant Chief of Police).

4. Spot clean all walls, light switches and doors.

5. Dust and wipe all open countertops.

6. Dust and spot clean furniture and window sills in common areas as needed. (i.e. Lobby, Entrance, Council Chambers, Conference Rooms and Training Rooms)

7. Clean and polish water fountains.

8. Empty and remove trash, replace liner if needed.

9. Clean elevator and elevator tracks once a week.

10. Clean all interior and exterior glass doors.

11. Sweep around outside entrance doors.

12. Sweep and spot mop stairwells.

13. Empty exterior trash and cigarette butt containers.

14. Clean Kitchen and Breakroom Areas: Sweep and wet mop floors with disinfectant cleaner, remove all trash, clean surfaces of all vending machines, appliances. Clean tables, counters, chairs, and trash receptacle. Clean and sanitize sinks. Check and refill all dispensers (towels, hand sanitizer and soap).

15. Clean restrooms: including sweep and mop floors with disinfectant cleaner, clean and sanitize counters, sinks, toilets and urinals, wipe window sills, and restock supplies. Damp clean walls and partitions walls. Clean mirrors and frames. Check and refill all dispensers (paper towels, soap, toilet paper and meter mist).

16. Notify the department staff when supplies get low and need to be restocked.

- ADD/ALTERNATE #1: Carpet cleaning of the common areas of the of all locations once per year. Hard Surface Stripping/Waxing/Buffing of the common areas of the Public safety building.
- ADD/ALTERNATE #2: Vacuum, spot cleaning of floors and carpets, dust furniture and window sills and empty and remove trash, replace liners of all open offices once a week located in the Public Safety Building. There are approximately 20 offices, including the dispatch center and Records Department.
- ADD/ALTERNATE #3: Deep clean carpet and chairs in the Council Chambers two (2) times a year.

4.6. Termination

The contract may be terminated immediately by the City for any reason upon written notice. Contractor will be paid for all service satisfactorily performed through the date of termination. Termination will be effective upon written notification to the Contractor and such termination will relieve the City from any future obligations with the Contractor.

4.7. Peformance Standards

a. After completion of each scheduled service the entire building shall present a clean uniform appearance. If any irregularities are noted, the Vendor shall be required to rectify the situation in 24 hours with no additional cost to the City.

b. The Vendor shall develop a checklist to ensure all tasks are completed and to assist in quality control. A checklist shall be completed daily and signed by the on-site supervisor to certify that all services have been performed satisfactorily. A copy of the checklist shall be left with the contract manager at each location.

4.8. Criminal History Check

All janitorial service personnel that are actively engaged in providing services inside any of the buildings covered in this bid solicitation will be subject to an FDLE criminal history check and CJIS certification through the City police department. Any personnel not meeting the police department's criteria for access will be prohibited from providing janitorial services on any building in this solicitation. Any change in personnel during the course of the contract term will also require background checks for each new employee assigned to these buildings. If, during the course of the contract, any employee is arrested for, or charged with, an offense that carries a potential for a felony conviction, the contractor is responsible for notifying the City in writing immediately upon notification.

4.9. Protection of Property/Property Conditions

1. If property is damaged performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the bidder in a manner acceptable to the City of Lake City.
2. Bidder shall notify the Contract Manager for the City of the work site having pre-existing damage before beginning the work. Failure to do so shall obligate the bidder to make repairs as addressed in this solicitation.
3. Bidder shall be responsible for securing all work areas to be safe.

4.10. Safety

The Contractor shall be responsible for the safe conduct of his/her personnel during the execution of the work detailed herein. The Contractor shall meet or exceed the standards set for by the Occupational Safety and Health Administration (OSHA) and requirements established by the Federal, State, and Local agencies. Should an unsafe condition be identified during the execution of this work, the Contractor will immediately suspend such activity until a safe method can be employed.

4.11. Employees

1. Contractor shall be responsible for the appearance of all working personnel assigned to the project. Personnel shall be clean and appropriately dressed at all times. Personnel must wear property identification at all times (company shirts, ID badges, etc.)

2. All personnel of the Contractor shall be considered to be, at all times, the sole employees of the Contractor, under the Contractor's sole direction, and not an employee or agent of the City of Lake City. The Contractor shall supply competent and physically capable employees and the City of Lake City may require the Contractor to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on city property is not in the best interest of the City of Lake City. The City of Lake City shall not have any duty to implement or enforce such requirements.
3. Contractor shall assign an "on-duty" supervisor who speaks and reads English.
4. Contractor shall have its employees refrain from the use of tobacco products in the City's buildings or grounds. Tobacco use will be allowed in designated areas only.
5. Contractor shall be solely responsible for receiving all materials and equipment at site.

4.12. Storage of Materials

Contractor shall discuss material and/or equipment storage areas with the City Contract Manager.

4.13. Criteria

Proposals received for the requested services shall be evaluated separately using the following criteria:

Proposed Evaluation Criteria for Janitorial Services Proposals

1. **Experience and Qualifications**
   - Years of experience providing commercial janitorial services
   - Experience with municipal or public-sector facilities
   - References from comparable clients
   - Staff training, certifications, and background check processes
2. **Quality of Proposed Work Plan**
   - Clarity and completeness of the cleaning schedule (including business-hours vs. after-hours requirements)
   - Staffing plan, including the number of personnel assigned
   - Approach to quality control, inspections, and supervision
   - Procedures for handling complaints and service issues
3. **Staffing and Reliability**
   - Proposed staffing levels and consistency
   - Backup or contingency plan for absences

- Reliability record and ability to meet deadlines

- 4. **Cost Proposal**
  - Overall cost and rate competitiveness
  - Clarity of the pricing structure
  - Reasonableness of costs relative to services offered

5. Format and Content

5.1. Preparation

Prepare your Proposal in a clear and concise manner. Ensure that the content of your Proposal submittal is complete. Special attention should be given to the specific information, instructions and requirements of the Request for Proposal document to ensure responsiveness. Proposals that are incomplete or lack key information may be rejected.

5.2. Incurred Expenses

The City is not responsible for any expenses which Proposers may incur in preparing or submitting proposals including presentations and any other expenses called for in this Request for Proposal.

5.3. Proprietary Information

1. In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that the Request for Proposal, and the responses thereto, are in the public domain. Proposers are requested to identify specifically any information contained in their Proposals that they consider confidential and/or proprietary and that they believe to be exempt from disclosure, citing specifically the applicable exempting law.
   A generic notation that information is "confidential" is not sufficient. Failure to provide the Procurement department with a detailed explanation and justification, including statutory cites and specific reference to your Proposal detailing what provisions, if any, you believe are exempt from disclosure, may result in your entire Proposal being subject to disclosure in accordance with Chapter 119 of the Florida Statutes.

2. All Proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake City and will not be returned to the Proposers. In the event of a contract award, all documentation produced as part of the Contract will become the exclusive property of the City.

5.4. Requirements

1. Proposals will be evaluated based on the information provided in the response. All documents should be in 8 1/2 x 11 format and must not exceed 25 pages.

2. A letter of interest or executive summary, not to exceed three (3) additional pages, may also be included in the proposal. Qualification documents that exceed this length will be considered non-responsive and will not be evaluated.

3. During this process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal. Proposals must include a Table of Contents that clearly identifies the material by section.

5.5. Delivery of Proposals

Proposals shall be submitted via the City's e-Procurement Portal. All Proposals submitted must be received in the Procurement Department by the time specified in this solicitation. It is the sole responsibility of the Proposer to ensure that Proposals are received by the due date and time. The City shall not be responsible for delays caused by any occurrence. Proposals received following the Proposal Due Date will not be considered.

5.6. Evaluation Criteria

An Evaluation Committee will be established to review all responsive Proposals. Proposers submitting Proposals deemed to be reasonably acceptable will be evaluated using the evaluation criteria set forth herein. The information that will be considered and the relative scoring for each criterion is identified in the "Evaluation Criteria" section of the solicitation.

Individual Evaluation Committee members will use the scoring mechanism to rank firms. Ranks from all Evaluation Committee members will then be summed for each Proposer to establish the overall rank order.

5.7. Proposal Evaluation Committee and Evaluation Process

1. Evaluation Committee
   An Evaluation Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review, discuss, and evaluate all responsive Proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all Proposals based on the information provided and the evaluation criteria outlined in this Request for Proposal.

2. Presentations
   The Committee reserves the right to require oral presentations from any or all responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable for selection for award. Discussions may be conducted for the purpose of clarification and to ensure full understanding of and responsiveness to the solicitation requirements. The City will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations, or negotiations (i.e., travel, accommodations, etc.).

3. Award without Presentations
   The City may evaluate and award a Contract based on responses to this Request for Proposal without discussions or oral presentations. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.

4. Ranking
   The Committee will evaluate and rank the Proposers as outlined in the preceding section

entitled "Evaluation Criteria" and submit the proposed rank order to the Director of Procurement.

5. Authority to Award
   Contracts negotiated as a result of this RFP will be presented to the City Council for final award.

6. Reserved Rights

   a. The City, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFP or in the proposals received as a result of this RFP.

   b. The City does not guarantee the award of any Contract as a result of this solicitation process.

6. Evaluation Criteria

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	**Experience and Qualifications** • Years of experience providing commercial janitorial services • Experience with municipal or public-sector facilities • References from comparable clients - Please provide up to five (5) references for the most similar contracts, preferably in the State of Florida. Include the size of the municipality. References should include the following information: name of agency, contact name, address, telephone number, and email address. • Staff training, certifications, and background check processes	0-100 Points	25 *(25% of Total)*
2.	**Quality of Proposed Work Plan** Clarity and completeness of the cleaning schedule (including business-hours vs. after-hours requirements) Staffing plan, including the number of personnel assigned Approach to quality control, inspections, and supervision Procedures for handling complaints and service issues	0-100 Points	25 *(25% of Total)*
3.	**Staffing and Reliability** • Proposed staffing levels and consistency • Backup or contingency plan for absences • Reliability record and ability to meet deadlines	0-100 Points	25 *(25% of Total)*

4.	**Cost Proposal** • Overall cost and rate competitiveness • Clarity of the pricing structure • Reasonableness of costs relative to services offered	0-100 Points	25 *(25% of Total)*

7. Pricing Proposal

JANITORIAL SERVICES FOR MUNICIPAL FACILITIES- 4 LOCATIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LAKE CITY PUBLIC SAFETY BUILDINGS- CLEANING 3 TIMES A WEEK ALTERNATING MONDAYS- WEDNESDAYS-FRIDAYS	156	DOLLARS		
2	CITY HALL - 205 N MARION AVE- CLEANING 3 TIMES A WEEK ALTERNATING DAYS MON-WED-FRI	156	DOLLARS		
3	CUSTOMER SERVICE/GROWTH MANAGEMENT- CLEANING 3 TIMES A WEEK ALTERNATING DAYS MON-WED-FRI	156	DOLLARS		
4	INFORMATION TECHNOLOGY/ GIS - CLEANING TWICE A WEEK	104	DOLLARS		
TOTAL					

ADD/ ALTERNATE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CARPET CLEANING OF COMMON AREAS OF CITY HALL AND PUBLIC SAFETY BUILDING ONCE A YEAR. STRIP/WAX OF THE PUBLIC SAFETY BUILDING ONCE A YEAR	1	DOLLARS		
2	Vacuum, spot cleaning of floors and carpets, dust furniture and window sills and empty and remove trash, replace liners of all open offices once a week located in the Public Safety Building. There are approximately 20 offices this includes the dispatch center and Records Department.	52	DOLLARS		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
3	Deep clean carpet and chairs in the Council Chambers two (2) times a year.	2	DOLLARS		
TOTAL					

8. Terms and Conditions

8.1. Contract Award

An award, if made, will be made to the best overall proposer(s) whose proposal is most advantageous to the City, taking into consideration the evaluation factors outlined in this RFP.

8.2. Questions Regarding the Solicitation or Proposal Process

To ensure fair consideration for all Proposers, the City prohibits communication to or with any officer, elected official (including the Mayor and City Council), department, division, office, or employee of the City, and any Evaluation Committee members during the solicitation process from the date of issuance of the RFP through award, except as provided below.

All communications relating to this RFP between Proposer (or anyone on Proposer's behalf) and the City must be made through the Procurement Department. Any communications in violation of this provision may be grounds for disqualifying the offending Proposer from consideration for award of the Proposal and/or any future Proposal.

Any questions relative to the interpretation of the solicitation or the Proposal process shall be submitted via the City's e-Procurement Portal. The Procurement Department must receive questions on or before the cut-off date specified in the Proposal Schedule. Questions received after the cut-off date as specified in the Proposal Schedule will not be considered.

Any interpretation made to prospective Proposers will be answered through the City's e-Procurement Portal or expressed in the form of an addendum to the solicitation, which, if issued, will be conveyed in writing to all persons on record as following this RFP, no later than five (5) days before the date set for receipt of Proposals. Oral answers will not be authoritative.

It will be the responsibility of the Proposer to acknowledge and confirm receipt of all addenda in the City's e-Procurement Portal.

8.3. Additional Information

The City reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the City.

8.4. Addendum to Request for Proposals

If it becomes necessary to revise or amend any part of this Request for Proposal before the Proposal due date, the Procurement Department will furnish the revision by written Addendum.

8.5. Execution of Contract

Unless the City extends such time, the successful Proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Lake City, Procurement Department, sign and enter into a Contract with the City, and shall simultaneously provide any required bonds, indemnities, and insurance certificates.

Failure to meet the established deadline for submitting the required documents may be grounds for cancellation of the award.

8.6. Proposer's Guarantee

By submitting a Proposal, a Proposer warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

8.7. Indemnification

The Respondent agrees to indemnify and hold the City harmless for any and all claims, liability, losses, and causes of action that may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions or Respondent employees and/or agents In the event the completion of a project awarded pursuant to this RFP(to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

8.8. Insurance Requirements

The Proposer will be required to furnish evidence of the following insurance coverage by a licensed Florida Company.

1. Without limiting Proposer's indemnification, it is agreed that the successful Proposer will purchase at their expense and maintain in force at all times during the performance of services under this agreement the following insurance. Where specific limits are shown, they must be the minimum acceptable limits. If successful, the Proposer's policy contains higher limits, the City of Lake City will be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the City, naming the City of Lake City as additional insured. These certificates must provide ten (10) calendar days' notice to the City in the event of cancellation, non-renewal, or a material change to the policy.

    a. Professional liability insurance to provide coverage of not less than one million dollars ($1,000,000).

    b. Workers' compensation insurance to apply to all employees of the contractor, sub-contractors, and the contractor's architect and/or engineer, meeting the "Workers' Compensation Law" of the State of Florida and all applicable federal laws.

    c. Commercial General Liability insurance to provide coverage of not less than one million dollars ($1,000,000) combined single limit per occurrence and annual aggregates, where generally applicable, and must include premises-operations, independent contractors,

products/completed operations, broad form property damage, blanket contractual, and personal injury endorsements.

d. Comprehensive Automobile Liability Insurance covering all owned, hired, and non- owned vehicles with coverage limits not less than one hundred thousand dollars ($100,000) per person, three hundred thousand dollars ($300,000) per occurrence, and one hundred thousand dollars ($100,000) property damage.

2. The official title of the owner is "City of Lake City". This official title will be used in all insurance documentation.

8.9. Proof of Insurance

The Proposer will furnish to the Procurement Department Certificates of Insurance or endorsements evidencing the insurance coverage specified above within seven (7) days after notification of an award. The required Certificates of Insurance or endorsements will not only name the types of policies continued, but also specifically refer to this contract and state that such insurance is as required by this contract. If the initial insurance expires before the completion of the work, renewal Certificates of Insurance will be furnished thirty (30) days before their expiration. Notice of cancellation and/or restriction Policy(s) must be endorsed to give the City thirty (30) days' notice of cancellation and/or restriction.

9. Vendor Questionnaire

9.1. Table of Contents*

Please upload your Table of Contents here.

*Response required

9.2. Acknowledgment*

By checking yes, the Respondent acknowledges the following:

The information provided in the response is true and correct, and the response submission is final. Respondent agrees to all terms and conditions contained in the Solicitation.

☐ Yes
☐ No

*Response required

9.3. Documents Requiring Notorization*

Please download the documents below, complete, and have them notarized. An online notarization option will be provided for you when responding.

- Public_Entity_Crimes_Statem...
- Drug_Free_Workplace_Certifi...
- Non-Collusion_Affidavit.pdf
- Conflict_of_Interest_Statem...

*Response required

9.4. Scrutinized Companies Certification*

Per State of Florida Statutes. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration for the award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making a profit, have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting "Yes", the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies'.

☐ Yes
☐ No

*Response required

9.5. Human Trafficking Affidavit*

Please download the documents below, complete them, and upload.

- Human_Trafficking.docx

*Response required

9.6. Disputes Disclosure Form*

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

Select all that apply

☐ Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional association within the last five (5) years?
☐ Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
☐ Has your firm had against it or filed any request for equitable adjustment, contract claims, bid protest, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
☐ None of the Above
*Response required

9.7. E-Verify Affirmation Statement*

Please download the documents below, complete them, and upload.

- E-VERIFY_AFFIRMATION_STATEM...

*Response required

9.8. Statement of Qualification Document*

Please upload your COMPLETE Statement of Qualifications.

*Response required

[AMERICAN JANITORIAL, INC.] RESPONSE DOCUMENT REPORT

RFP No. RFP-014-2026

Janitorial Services for Municipal Facilities- 4 Locations

RESPONSE DEADLINE: August 7, 2026 at 2:00 pm

Report Generated: Wednesday, September 2, 2026

American Janitorial, Inc. Response

CONTACT INFORMATION

Company:
American Janitorial, Inc.

Email:
heather.casavant@ajiclean.com

Contact:
Heather Casavant

Address:
87 North Central Ave
Umatilla, FL 32784

Phone:
N/A

Website:
N/A

Submission Date:
Aug 6, 2026 10:07 PM (Eastern Time - New York)

EXHIBIT TO RESOLUTION

ADDENDA CONFIRMATION

Addendum #1
Confirmed Aug 5, 2026 5:23 PM by Heather Casavant

Addendum #2
Confirmed Aug 5, 2026 5:23 PM by Heather Casavant

Addendum #3
Confirmed Aug 5, 2026 5:23 PM by Heather Casavant

QUESTIONNAIRE

1. Table of Contents*

Pass

Please upload your Table of Contents here.

Table_of_Contents.pdf

2. Acknowledgment*

Pass

By checking yes, the Respondent acknowledges the following:

The information provided in the response is true and correct, and the response submission is final. Respondent agrees to all terms and conditions contained in the Solicitation.

Yes

3. Documents Requiring Notorization*

Pass

Please download the documents below, complete, and have them notarized. An online notarization option will be provided for you when responding.

- Public_Entity_Crimes_Statem...
- Drug_Free_Workplace_Certifi...
- Non-Collusion_Affidavit.pdf
- Conflict_of_Interest_Statem...

Public_Entity_Crimes_Statement_(AJI).pdf
Drug_Free_Workplace_Certificate_(AJI).pdf
Non-Collusion_Affidavit_(AJI).pdf
Conflict_of_Interest_Statement_(AJI).pdf

4. Scrutinized Companies Certification*

Pass

Per State of Florida Statutes. 287.135(5) Suppliers (companies) must acknowledge and agree to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies' paragraph listed below. Respondents shall agree by marking the option below. Respondents neglecting to respond may be disqualified from consideration for the award and deemed non-responsive.

I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making a profit, have been placed on the Scrutinized Companies That Boycott Israel List created pursuant to s. 215.4725 of the Florida Statutes, or are engaged in a boycott of Israel.

In addition, if this Solicitation is for a contract for goods or services where the total contract value is one million dollars ($1,000,000) or more, I hereby certify that neither the responding entity, nor any of its wholly owned subsidiaries, majority- owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473 of the Florida Statutes, or are engaged in business operations in Cuba or Syria as defined in said statute.

I understand and agree that the County may immediately terminate any contract resulting from this Solicitation upon written notice if the responding entity (or any of those related entities of respondent as defined above by Florida law) are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars ($1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

By selecting "Yes", the respondent acknowledges and agrees to the 'Certification Regarding Prohibition Against Contracting with Scrutinized Companies'.

Yes

5. Human Trafficking Affidavit*

Pass

Please download the documents below, complete them, and upload.

- Human_Trafficking.docx

Human_Trafficking_(AJI).pdf

6. Disputes Disclosure Form*

Pass

Answer the following by selecting which, if any, pertain to your organization. . If you answer "YES", please explain in the Disputes Disclosure Explanation question. If you answer None of the Above, please type "N/A" in the Disputes Disclosure Explanation question.

None of the Above

7. E-Verify Affirmation Statement*

Pass

Please download the documents below, complete them, and upload.

- E-VERIFY_AFFIRMATION_STATEM...

E-VERIFY_AFFIRMATION_STATEMENT_(AJI).pdf

8. Statement of Qualification Document*

Pass

Please upload your COMPLETE Statement of Qualifications.

AJI_Statement_of_Qualifications_-_RFP-014-2026,_Janitorial_Services_for_Municipal_Facilities-_4_Locations.pdf

PRICE TABLES

JANITORIAL SERVICES FOR MUNICIPAL FACILITIES- 4 LOCATIONS

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	LAKE CITY PUBLIC SAFETY BUILDINGS- CLEANING 3 TIMES A WEEK ALTERNATING MONDAYS-WEDNESDAYS-FRIDAYS	156	DOLLARS	$154.07	$24,034.92
2	CITY HALL - 205 N MARION AVE- CLEANING 3 TIMES A WEEK ALTERNATING DAYS MON-WED-FRI	156	DOLLARS	$107.83	$16,821.48
3	CUSTOMER SERVICE/GROWTH MANAGEMENT- CLEANING 3 TIMES A WEEK ALTERNATING DAYS MON-WED-FRI	156	DOLLARS	$59.49	$9,280.44
4	INFORMATION TECHNOLOGY/ GIS - CLEANING TWICE A WEEK	104	DOLLARS	$36.15	$3,759.60
TOTAL					$53,896.44

ADD/ ALTERNATE

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	CARPET CLEANING OF COMMON AREAS OF CITY HALL AND PUBLIC SAFETY BUILDING ONCE A YEAR. STRIP/WAX OF THE PUBLIC SAFETY BUILDING ONCE A YEAR	1	DOLLARS	$5,688.00	$5,688.00
2	Vacuum, spot cleaning of floors and carpets, dust furniture and window sills and empty and remove trash, replace liners of all open offices once a week located in the Public Safety Building. There are approximately 20 offices this includes the dispatch center and Records Department.	52	DOLLARS	$180.46	$9,383.92
3	Deep clean carpet and chairs in the Council Chambers two (2) times a year.	2	DOLLARS	$367.84	$735.68
TOTAL					$15,807.60

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SWORN STATEMENT UNDER SECTION 287.133(3)(n), FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. #RFP-014-2026.
2. This sworn statement is submitted by American Janitorial, Inc. whose business address is 87 N. Central Ave, Umatilla, FL 32784 and (if applicable) its Federal Identification No.(FEIN) is 46-0557106. If entity has no FEIN, include the Social Security Number of the individual signing this sworn statement_____.
3. My name is Jason Lay and my relationship to the entity named above is CEO.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to, the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentations.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes means:
   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The Ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

EXHIBIT TO RESOLUTION

market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

__X__Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with or convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, or an affiliate of the entity has been charged with, and convicted of a public entity crime subsequent to July 1, 1989, and (Please indicate which additional statement applies)

_____There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

_____The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services)

Signature:_____ Date 8/5/2026

STATE OF Florida

COUNTY OF Lake

Personally appeared before me, the undersigned authority, Jason Lay who after first being sworn by me, affixed his/her signature in the space provided above on this 5th day of August 20 26.

_____

Notary Public, State at large

My Commission Expires: 9/19/2026

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, American Janitorial, Inc. (print or type name of firm) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contender to, any violation of Chapter 1893, of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein."

Jason Lay, CEO
Authorized Signature

8/5/2026
Date Signed

State of Florida
County of Lake
Sworn to and subscribed before me this 5th day of August 20 26.
Personally known X or Produced Identification _____
(Specify type of identification)

Signature of Notary
My Commission Expires: 9/19/2026

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

EXHIBIT TO RESOLUTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Lake

Jason Lay, being duly sworn, deposes and says that:

1. He/She is CEO of American Janitorial, Inc. the Bidder
Title Company Name
that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached proposal or any other Bidder, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any other Bidder, or to secure through any collusion, connivance, or unlawful agreement any advantage against the City of Lake City, Florida or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

SIGNED

TITLE Jason Lay, CEO

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF August, 2026.

Notary Public, State of Florida My Commission Expires: 9/19/2026

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

EXHIBIT TO RESOLUTION

CONFLICT OF INTEREST STATEMENT

STATE OF FLORIDA, CITY OF Umatilla

Before me, the undersigned authority, personally appeared Jason Lay, who was duly sworn deposes and states:

1. I am the CEO of American Janitorial, Inc. with a local office in Umatilla, FL and principal office in Umatilla, FL and principal office in Umatilla, FL.
   City & State City & State
2. The above named entity is submitting a Proposal for the City of Lake City **RFP-014-2026** described as **JANITORIAL SERVICES FOR MUNICIPAL FACILITIES-4 LOCATIONS**.
3. The Affiant has made diligent inquiry and provides the information contained in the Affidavit based upon his/her own knowledge.
4. The Affiant states that only one submittal for the above proposal is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above proposal. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.
6. Neither the entity not its affiliates, nor anyone associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.
7. Neither the entity nor its affiliates, nor anyone associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
8. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with the City of Lake City.
9. I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of lake City.
10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Lake City.

DATED this 5th day of August 20 26.

(Affiant)

Jason Lay, CEO

Typed Name and Title

Sworn to and subscribed before me this 5th day of August 2026. Personally Known X Or produced identification_____.

Identification type:_____

Notary Public-State of Florida

Printed, typed, or stamped commissioned name of notary public.

My commission expires 9/19/2026.

HEATHER L. CASAVANT
Notary Public
State of Florida
Comm# HH313808
Expires 9/19/2026

EXHIBIT TO RESOLUTION

HUMAN TRAFFICKING AFFIDAVIT

1. I am over the age of 18 and I have personal knowledge of the matters set forth except as otherwise set forth herein.

2. I currently serve as CEO (Role) of American Janitorial, Inc. (Company).

3. American Janitorial, Inc. (Company) does not use coercion for labor or services, as those terms are defined in Florida Statute 787.06.

4. This declaration is made pursuant to Florida Statute 92.525. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Jason Lay, CEO (Signatory Name and Title), declare that I have read the foregoing Human Trafficking Affidavit and that the facts stated in it are true.

Further Affiant sayeth naught.

COMPANY

American Janitorial, Inc.

NAME OF BUSINESS ENTITY

SIGNATURE

Jason Lay, CEO

TYPE NAME AND TITLE

E-VERIFY AFFIRMATION STATEMENT

RFP/Bid /Contract No:
Request for Proposal #RFP-014-2026

Project Description:
Title: Janitorial Services for Municipal Facilities- 4 Locations

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

(a) all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
(b) all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name:
American Janitorial, Inc.

Authorized Company Person's Signature:

Authorized Company Person's Title:
Jason Lay, CEO

Date: 8/5/2026

THIS FORM MUST BE INCLUDED WITH YOUR SUBMITTAL

August 5, 2026

Angel Bryant
Procurement Analyst
City of Lake City
205 N Marion Ave
Lake City, FL 32055

RE: #RFP-014-2026
Janitorial Services for Municipal Facilities- 4 Locations

Dear Ms. Bryant,

We are pleased to submit a proposal for RFP-014-2026, Janitorial Services for Municipal Facilities- 4 Locations. As you review our proposal, you will see that American Janitorial, Inc. (AJI) understands your specific challenges and our proposal provides you with a program tailored specifically for the needs of the City of Lake City. These key items separate AJI in the marketplace:

<u>Experience with large scale, multi-location projects</u> – As the current janitorial contractor for multiple County and City government entities throughout Florida, including Volusia, Lake, Manatee, Pinellas, and Flagler Counties, as well as the Cities of Ormond Beach, Clermont, Dunedin, Flagler Beach, Riviera, Madeira Beach, and Palm Coast, AJI understands the unique challenges of providing daily services for multiple locations spread out over large geographic areas.

<u>Management</u> - The Contract Managers we assign to oversee your account are the most integral part of our program. These are salaried positions, which coordinate, direct, and control all of the custodial functions in their area of operation. The assigned Contract Managers will be available to City of Lake City representatives 24 hours a day, 7 days a week.

<u>Proximity</u> – Headquartered in Lake County, AJI has a strong presence throughout the state of Florida. We currently service over 300 locations each day throughout Central Florida, and this places us in a unique position to be able to handle any issues that arise at the City of Lake City locations promptly and efficiently.

American Janitorial, Inc. (AJI)
87 North Central Ave, Umatilla, FL 32784
P: 352-551-79
F: 352-669-1408

EXHIBIT TO RESOLUTION

AJI is a local cleaning company that has serviced Florida businesses and governments for over 39 years. AJI was founded in 1987 as a "one stop shop" commercial and industrial janitorial service and supply company. Under our current structure as American Janitorial, Inc., we are a Florida Corporation incorporated on July 12, 2012. Our officers are Jordan Daily (President), Stephanie Dailey (CFO) and Jason Lay (CEO). Our home office is located in the City of Umatilla, allowing us a central base in which to service a large geographical area throughout Florida. We have serviced hundreds of local businesses and government organizations over the years and stand by our reputation as the best cleaning value available.

Our fundamental values of honesty, trust, integrity, respect, and quality drive our philosophy of cleaning at AJI; to deliver the best possible service to our customers each and every day. Our basic principles for achieving this goal are:

- Develop transparent relationships with employees, suppliers and customers
- Create a positive economic outcome for both employees and customers
- Seek to steadily improve our quality control system through our APP
- Develop meaningful community interaction
- Protect and preserve the environment at all times
- Maintain our competitive edge

Point of Contact:
Ryan Strem, Chief Sales Officer
352-932-9456
ryan.strem@ajiclean.com

We verify that all terms and conditions set forth by the City of Lake City are understood and acknowledged by the undersigned, and there are no potential conflicts of interest associated with our response. As CEO of AJI, I am legally authorized to bind the corporation through signature.

We look forward to developing an excellent working relationship with City of Lake City and we are committed to giving you the highest possible quality for the fairest possible price. If you have any questions regarding this response, please contact me anytime at 352-910-0880 or by email at jason.lay@ajiclean.com.

Sincerely,

Jason Lay
CEO
87 North Central Ave, Umatilla, FL 32784
AJI is a Florida Corporation

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Our Story

American Janitorial Inc. (AJI) was founded in 1987 as a “one stop shop” commercial and industrial janitorial service and supply company. AJI was previously known as ABC Clean-All, and in 2004, the company was purchased by our current President, Jordan Dailey and Stephanie Dailey, our current CFO & Vice President.

AJI started out as an energetic family business with only a few part-time employees. It has now grown to be one of the leading janitorial service contracting companies in Central Florida yet still remains a strong family business. AJI has always maintained a focus on hard work and dedication to customer service.

Our President is Jordan Dailey, the company founder’s grandson. Mr. Dailey joined the company in 2000 to assist in the development of the commercial janitorial operations. Despite tough economic conditions, AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times.

The basis of AJI’s business operations and relationships are the core values of honesty, trust and integrity. Our longevity in an industry where many competitors have come and gone proves that the company’s business principles are solid and consistent.

39
Years In Business

5.5
Million Square Feet Cleaned Daily at More Than
700
Separate Locations

325
Total Team Members

AJI is a
FLORIDA COMPANY
with
Headquarters in
Umatilla, FL

EXHIBIT TO RESOLUTION

Who We Are

The basis of AJI's business operations and relationships are the core values of honesty, trust and integrity. Our longevity in an industry where many competitors have come and gone proves that the company's business principles are solid and consistent.

Who We Are:

- We are a locally owned and operated company that takes pride in every facility we service. We have the resources and expertise of a national corporation combined with the quality customer service of a hometown cleaning company. Our reputation is our best asset!
- We are a company that builds and cultivates long lasting relationships with our customers through clear communication and outstanding customer support. We invest time and effort into relationships with our customers!
- We are a company that retains business. Every contract we have is important to us and we treat each one as if it's our only one.
- We are a company that cares about quality workmanship. Our smartphone APP creates accountability for our staff and allows us to detect problems before they happen. We routinely inspect our own work so our customers don't have to.
- We are a company that does whatever it takes. Just ask our references.

AJI always meets the needs of its customers, regardless of the cost or time it takes to ensure satisfaction.

What We Do

Janitorial Services

Day Porter Services

Carpet Cleaning

Hard Surface Floor Care

Pressure Washing

EXHIBIT TO RESOLUTION

Proven Performance in Comparable Locations

The AJI team supports customers with facilities similar to those of the City of Lake City, giving us a clear understanding of the operational demands, cleaning standards, and service expectations required to perform successfully in these environments.

Lake County Government
72 Locations
$1,159,382.00/Yr
Start: October 1, 2011
End: March 31, 2027

Pinellas Suncoast Transit Auth
5,500 Bus Stop Locations
$1,006,013.00/Yr
Start: October 1, 2015
End: September 30, 2029

City of Ormond Beach
44 Locations
$478,000.00/Yr
Start: March 1, 2015
End: February 28, 2028

The Villages CPM
72 Locations
$1,632,980.00/Yr
Start: April 1, 2014
End: Annual Renewal

City of Palm Coast
23 Locations
$538,000.00/Yr
Start: October 1, 2018
End: September 30, 2026

City of Flagler Beach
7 Locations
$55,392.00/Yr
Start: July 1, 2023
End: April 30, 2027

Volusia County Government
82 Locations
$1,827,633.00/Yr
Start: March 1, 2019
End: July 31, 2029

City of Clermont
7 Locations
$231,670.00/Yr
Start: October 1, 2016
End: March 31, 2028

SECO Energy
8 Locations
$286,000.00/Yr
Start: July 1, 2019
End: Annual Renewal

Village of North Palm Beach
10 Locations
$234,410.00/Yr
Start: January 1, 2024
End: December 31, 2026

City of Gainesville RTS
500 Bus Stop Locations
$248,000.00/Yr
Start: October 1, 2017
End: September 30, 2027

Flagler County Government
76 Locations
$809,337.00/Yr
Start: April 1, 2018
End: July 31, 2030

City of Madeira Beach
11 Locations
$127,156.00/Yr
Start: October 1, 2024
End: September 30, 2029

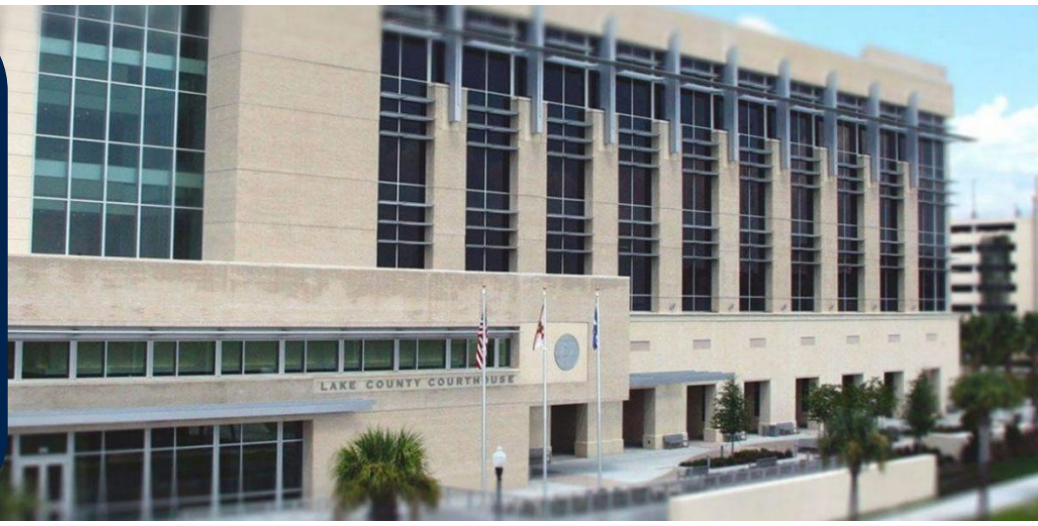
Manatee County Government
86 Locations
$1,309,211.00/Yr
Start: November 1, 2024
End: October 31, 2028

Pinellas County (Utilities Locations)
8 Locations
$165,000.00/Yr
Start: September 1, 2025
End: August 31, 2030

City of Dunedin
36 Locations
$708,969.00/Yr
Start: October 1, 2021
End: September 30, 2026

References

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS



Lake County Board of County Commissioners
550 West Main Street, Tavares, FL 32778
Rochelle Buchanan
352-253-4963 (p)
rochelle.buchanan@lakecountyfl.gov
Annual Contract Billing: $1,159,382.00

AJI provides daily janitorial and day porter services for 72 facilities totalling over 700,000 square feet for the Lake County Board of County Commissioners. We service all of the County's facilities in the downtown Tavares area including the Lake County Judicial Center, the Lake County Administration Building, the Historic Courthouse, the Property Appraiser / Tax Collector building and the Public Defender offices. Our services are also contracted for high-traffic, high-usage public building such as the public libraries, the community center buildings, the fairground buildings and various warehouse and office space.

CONTRACT TERM:
Start: October 1, 2011 End: March 31, 2027

AJI was the successful proposer during rebids in 2017 and 2021

72 County Locations Including:

- Property Appraiser
- Tax Collector
- Courthouse
- Historic Courthouse
- Judicial Center
- Animal Services
- Libraries
- Community Centers
- Emergency Operations
- Administrative Building
- Warehouses
- Maintenance Facilities
- Environmental Lab
- Fleet Maintenance
- Election Support Center
- Fuel Stations
- Fairgrounds - Expo Bldg.
- Nature Center
- Parking Garage
- Tourist Welcome Center
- Property Records
- Public Defender's Office
- Haz-Mat Trailer
- Scalehouse

EXHIBIT TO RESOLUTION

MANATEE COUNTY BOARD OF COUNTY COMMISSIONERS

Manatee County Board of County Commissioners
1112 Manatee Ave W, Bradenton, FL 34205
Brandon K. Bennett
941-748-4501 Ext. 5843 (p)
brandon.bennett@mymanatee.org
Annual Contract Billing: $1,309,211.00

AJI provides daily janitorial and day porter services to over 80 separate locations for Manatee County, totalling over 900,000 square feet. This project includes the Manatee County Government Complex, Judicial Center, libraries, community centers and beaches. We also provide carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning.

CONTRACT TERM:
Start: October 1, 2024 End: September 30, 2029

86 County Locations Including:

- Courthouse Annex
- Judicial Center
- Administrative Center
- Parks
- Transit Stations
- Utilities Complex
- Fleet Services
- Administrative Offices
- EMS Stations
- Water Reclamation Locations
- Laboratories
- Libraries
- Community Centers
- Animal Shelter
- Fairgrounds
- Athletic Centers
- Nature Preserves
- Public Safety Complex
- Stormwater
- Public Works
- Medical Examiner
- Aquatic Center
- Landfill
- Traffic Maintenance

EXHIBIT TO RESOLUTION

THE VILLAGES COMMERCIAL PROPERTY MANAGEMENT

The Villages®
Commercial Property Management

The Villages® Commercial Property Management
7580 Middleton Drive, Middleton, Florida 34762
Justin Foster, Facility Manager/Amenity Properties
352-750-9455 x 2415 (p)
Justin.Foster@TheVillages.com
Annual Contract Billing: $1,632,980.00

Since 2014, AJI has provided daily janitorial services to more than 60 recreation centers in The Villages, as well 32 golf courses and 25 pool restroom locations, and these locations are typically open 14 or more hours per day. AJI ensures optimal levels of cleanliness and sanitation by detail cleaning and thoroughly mopping all hard service flooring each day. Floor services include carpet cleaning, floor stripping and waxing, hard surface floor buffing and ceramic tile steam cleaning. Additionally, we provide cleaning services to the offices and meeting room areas, paying special attention to the restrooms as they experience high levels of resident traffic each day.

AJI's Villages CPM porter team handles various events such as Ribbon Cutting Ceremonies, the annual Villages Wine Walk throughout multiple town squares, Hometown Happenings events, and other community gatherings like dance events, arts and crafts festivals, and holiday celebrations.

CONTRACT TERM:
Start: April 1, 2014 End: Annual Renewal

Locations Include:

Dabney Postal and Rec Center
Franklin Rec Center
Lake Denham Postal
Mickylee Pitch and Putt
Moultrie Creek Postal and Rec
Saluki VCR
Shady Brook Rec Center

CPM Championship Golf Courses:
Hacienda Hills,
Glenview CC,
Lopez Legacy CC,
Palmer Legends CC,
Cane Garden CC,
Mallory Hill CC,
Havana CC,
Bonifay CC,
Evans Prairie CC,
Belle Glade CC

Sharon Morse Medical Center for Advanced Health - Brownwood

CITY OF DUNEDIN

City of Dunedin
737 Louden Ave, Dunedin, FL 34698
Tanya Hart, Business Analyst
727-298-3232 (p)
thart@dunedinfl.net
Annual Contract Billing: Approx. $708,969.00

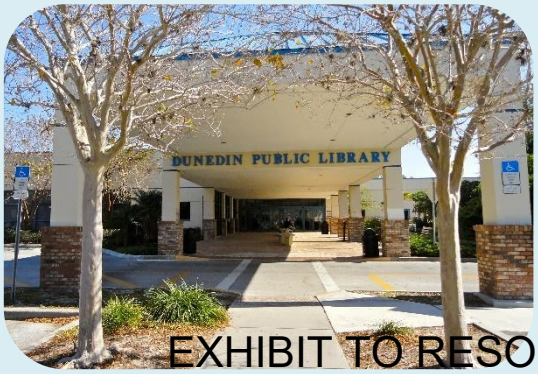
AJI provides daily janitorial services to 30 locations for the City of Dunedin. Our services include evening janitorial cleaning of the City Hall, EOC, Fire Stations, Wellness and Community Centers, Library and Maintenance locations totalling over 200,000 total square feet. We also provide semi-annual carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning.

This contract also includes daily restroom cleaning for 13 parks throughout the City of Dunedin, including the Dunedin Causeway. Additionally, we provide daily porter services to the Dunedin Causeway restrooms.

CONTRACT TERM:
Start: October 1, 2021 End: September 30, 2026

30 City Locations Including:

City Hall
New City Hall
Government Services
Emergency Operations Center
Wellness Center
Fire Administration
Fire Stations
Library
Highlander Pool
Spray Ground Restrooms
MLK
Nature Center
Comm. Center
CC Library Branch
CC Outdoor Restrooms
Hale Center
Middle School Restrooms
Multiple Park Restrooms
Public Services
Fleet Services
Solid Waste
Water
Wastewater
Causeway Restrooms
Train Depot Restrooms
Weaver Park Restrooms
Stirling Golf
Parks Maintenance Facility



CITY OF MADEIRA BEACH

City of Madeira Beach
300 Municipal Dr, Madeira Beach, FL 33708
Megan Wepfer, Public Works Director
727-543-8154 (p)
mwepfer@madeirabeachfl.gov
Annual Contract Billing: Approx. $127,156.00

AJI provides daily janitorial services to 11 locations for the City of Madeira Beach. Our services include: evening janitorial cleaning of office areas in the Madeira Beach City Hall, as well as the Fire Station and City Recreation Center.

We also provide daily restroom cleaning at the City Marina, as well as Causeway Park, Archibald Park, Tom & Kitty Stuart Park, and Johns Pass Park & Village.

Additionally, we provide semi-annual carpet cleaning, tile stripping and waxing, and ceramic tile steam cleaning.

Start: October 1, 2024 End: September 30, 2029

11 City Locations Including:

City Hall
Building Dept
Satellite Office
Rec Center
Fire Station RR
Rec Center
Marina
Causeway Park
Archibald Park
Tom and Kitty Stuart Park
Johns Pass Village
Johns Pass Park

EXHIBIT TO RESOLUTION

Standardized Training.
Reliable Results.

Training Program

AJI makes a large investment in initial and continuous training programs for our team members. We believe that our team members are our most valuable resource, and we are committed to helping them succeed. We hire and train our own staff for all services that we provide.

AJI provides comprehensive training for all of our cleaning technicians, and management. Our training program includes classroom training and hands on instruction, and each member of the AJI team receives training in the following areas:

- Introduction and Organizational Structure
- The Do's and Don'ts
- Issuing of the Custodial Procedures & Training Manual
- Cleaning Chemicals and Equipment Training
- Basic Cleaning Procedures
- Dress and Appearance
- Customer Service
- Safety and Security

Before completion of the training, we require the cleaning tech to sign a contract with our company. This contract states that the team member will always act professionally and reflect a positive image upon AJI and its staff.

The last step in the training program is OJT (on the job training). The new cleaning technician will begin work as a helper, under the supervision of an experienced crew leader for a minimum of one week. During this time, the new cleaning tech's work ethic and attitude are evaluated.

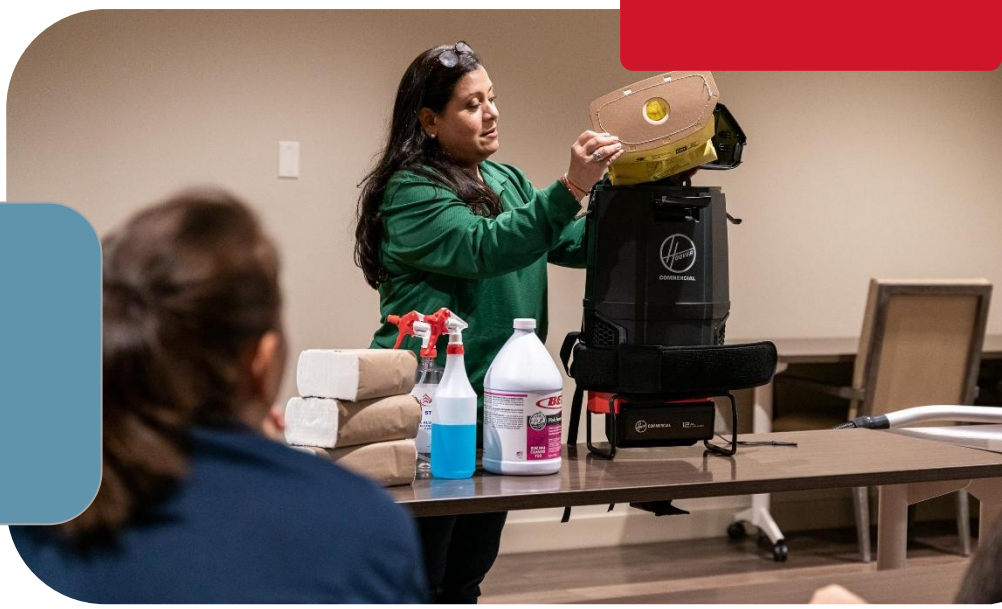
OSHA & Safety Compliance

Cleaning Procedures & Industry Best Practices

APP, Equipment & Chemical Use Training

Customer Service & Professional Conduct

KEY TRAINING COMPONENTS



OSHA & Safety Compliance

Monthly training on OSHA standards, including hazard communication (HazCom), proper use of PPE, bloodborne pathogens, slip-and-fall prevention, and safe chemical handling to ensure a safe work environment for team members and building occupants. Team members are trained to recognize workplace hazards, report incidents promptly, and follow established safety protocols to protect themselves and building occupants.

Cleaning Procedures & Industry Best Practices

Team Members are trained on standardized, task-specific cleaning procedures aligned with industry best practices and client requirements. Training covers proper techniques for routine, detail, and deep cleaning; high-touch and high-traffic areas; restroom sanitation; and specialty spaces such as offices, labs, or public facilities. Emphasis is placed on consistency, quality control, infection prevention, and adherence to site-specific scopes of work and schedules.

Smartphone App, Equipment & Chemical Use Training

Team members receive instructions on navigating AJI's smartphone app, as well as hands-on instruction in the safe and effective use of all janitorial equipment, including vacuums, floor machines, extractors, and automated cleaning tools. Training includes startup, shutdown, routine maintenance, and troubleshooting to extend equipment life and ensure optimal performance. Chemical training covers proper dilution utilizing the Clean on the Go VersaFill 3 system, labeling, storage, and disposal, as well as reading Safety Data Sheets (SDS) to prevent misuse, cross-contamination, or damage to surfaces.

Customer Service & Professional Conduct

Training emphasizes professionalism, accountability, and customer-focused service. Team members are trained on appropriate workplace behavior, communication protocols, confidentiality, security awareness, and access control procedures. Team members learn how to interact respectfully with clients and occupants, respond to requests or concerns, escalate issues appropriately, and represent AJI in a professional manner at all times.

Cleaning Technician Review

Our training program also includes classroom training and hands on instruction, covering the following areas:

Attendance • **Knowledge and Skill Level** • **Quality of Work** • **Response to Discrepancies**

Results of QC Inspection • **Professionalism and Appearance** • **Adherence to Company Policies**

Any cleaning tech whose work or conduct does not meet our company quality standards will be terminated immediately. In addition, routine training meeting and refresher classes are held throughout the year to ensure cleaners are aware of new techniques and are performing their duties to our high standards.

Ongoing Training

AJI team members receive ongoing, hands-on training to stay up to date on best practices, safety standards, and efficient cleaning methods. By continually investing in our team, we ensure every visit delivers the same high-quality, dependable results you can count on.

- **Monthly Leadership Development Training** equips supervisors with the skills, accountability, and communication tools needed to lead teams effectively and consistently.
- **Monthly Safety Training** keeps team members up to date on safety standards, procedures, and best practices to maintain a safe work environment.
- **Quarterly Vehicle and Driver Training** reinforces safe driving practices, vehicle care, and compliance to protect our team and the communities we serve.

Recognition

Achievement awards and promotions are given to cleaning techs that show exceptional work ethic and measurable improvements in these areas. We are committed to promoting an atmosphere where hard work and dependability pays off. We expect quality performance to be the “norm” among our cleaning techs.

Investing in Training.
Delivering Quality.

EXHIBIT TO RESOLUTION

Safety Program

AJI's Safety Program is called **BeSafe** and is designed to protect AJI's team members from on the job injuries and reduce risk as much as possible at the City of Lake City locations. The goals of the **BeSafe** safety program are as follows:

- Prevent job injuries and illnesses through hazard avoidance training, safety awareness, inter-personnel communication and implementation of safe work practices.
- Lower workers' compensation costs by providing a safe work environment. As a result, AJI's clients benefit by enjoying ultra-competitive pricing.
- Reduce the number of days of lost work and ensure maximum work productivity by training team members to remain safe at all times. This allows AJI's team members to perform their job with confidence and without risk of injury.
- Meet training requirements per client contracts and State mandates.

Team members are trained in the following areas:

- Safety Orientation
- Chemical Hazards
- Electrical Hazards
- Ergonomic Hazards
- Injuries on the job
- Emergency Planning/Response
- Robberies and Assaults
- Slips and Falls

BeSafe instructs team members to take one of three actions when encountering a safety hazard:

- Removed or isolate the hazard
- Improve work practices
- Use protective clothing and equipment

Team Members receive **BeSafe** training when they are initially hired and receive quarterly refresher training, at a minimum. Team members are encouraged to provide relevant feedback and useful insight based either on past experiences or industry knowledge. In addition, Team members can offer safety suggestions at any time by contacting their direct supervisor.

At the start of a new assignment, team members are given a **BeSafe** Safety Orientation Checklist. This checklist is gone through by their direct supervisor. At the conclusion of the orientation both the team member and manager sign the checklist acknowledging that safety training has been provided. AJI maintains these records for audit or for contractual compliance. With **BeSafe** in place, AJI ensures that the work environment is safe and remains so and that team members are aware and focused on working safely each and every day.

Hiring & Retention

Background Checks

AJI accomplishes background checks on all new cleaning techs utilizing the Florida Department of Law Enforcement criminal history information systems. Accurate and up to date records will be maintained in the cleaning techs file. No cleaning tech will begin work without a complete background check. We will work closely with City of Lake City personnel to ensure that our employees go through the background check process required by the City for this project. Additionally, upon termination or transfer of any AJI employee working under this project, we will immediately notify City Representatives, in writing, of such termination or transfer.

AJI will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all new employees hired by the AJI during the contract term; and (b) all new employees hired by a subcontractor during the contract term and assigned by AJI to perform work pursuant to the contract.

Recruitment

AJI is committed to supporting the local community and hiring as many local residents of the City of Lake City as possible to service this contract. We have a 5-step process that we follow when hiring all new personnel:

1. Announce job opening to current staffing and ask for referrals: We always try to allow our experienced staff the opportunity to take on more work before we look for new personnel. We also prefer referrals from our experienced staff.
2. Place job announcement in classified ads and local newspapers: We accept a minimum of 5 applications for each position.
3. Initial Interview: During the initial interview, management evaluates each applicant for appearance, communication ability, experience, and overall attitude. We then begin the screening process and resume review.
4. Reference Verification and Drug Testing: All applicants are narrowed down to a select few. The remaining applicant's references are verified and applicants are drug tested. AJI has a zero tolerance policy for drug use.
5. Final Interview: All applicants that remain are scheduled for a final interview. Final selections are made and new cleaning techs are scheduled to start classroom training.

Retention & Recognition

AJI provides an unparalleled level of service delivered through our greatest asset: OUR TEAM MEMBERS.

An appreciated and acknowledged person will deliver better results each and every day. Engaged team members provide a vital advantage and are held at the highest level within the AJI organization. An empowered TEAM MEMBER is a source of untapped power that has profound implications for our company's growth and profitability.

As outlined previously, AJI vigorously screens potential hires based on past job experience, background checks and references. The goal of the screening process is to assess each applicant across consistent criteria in order to make the most informed and effective hiring decision possible. This process helps reduce costly turnover and allows AJI to deliver consistent, quality service to our customers.

Achievement awards and promotions are given to team members that show exceptional work ethic and measurable improvements in these areas. We are committed to promoting an atmosphere where hard work and dependability pays off. We expect quality performance to be the “norm” among our team members.

Project Approach

AJI's plan to provide janitorial services at the City of Lake City locations is simple: take care of the City with professional, high-quality service, and ensure that all contract requirements are met or exceeded on a daily basis.

We believe that the secret to the company's success is through understanding our customer's needs and ensuring those needs are met on a consistent basis. AJI is dedicated to the continual development of stronger customer relations and consistent quality improvement. We do this by having a proven and tested cleaning system upon which our entire operations are based.

People

We are an organization that cares about our team members. As such, we take the time to ensure each and every one is properly trained to perform the work they are assigned, ensuring their safety and the safety of the building occupants in the facilities we service.

Products

In business for over 39 years, AJI understands what products and equipment are necessary to do the job correctly. We use Green Seal certified products whenever possible to maintain our commitment to preserving the environment.

Process

Clear, repeatable systems ensure every task is performed consistently, safely, and to the highest standard—no matter the location or scope. By following proven processes, we deliver reliable results, maintain accountability, and continuously improve the quality and efficiency our customers count on.

We have customized cleaning systems in place that will meet all of the needs of the City and often exceed expectations. Key components of this system include:

- Customized daily checklist for all locations
- Cleaning request log and communications system through our smartphone app
- In-house training of all new team members, and ongoing training of existing team members
- Full-time Project Managers and Supervisors/Crew Leaders
- Daily inspections and immediate support and response
- Detailed monthly inspections and reports
- Hot spot training and implementation

To ensure consistent, high-quality results, AJI utilizes a three-tier cleaning technician model. Each technician type is trained for specific responsibilities throughout their service areas, allowing us to deliver efficient, detail-oriented service while maintaining rigorous quality standards on every project.

Our technicians are:

Executive Technician

Restroom Technician

Vacuum Technician

These three highly trained technicians work together to form an efficient team which is capable of providing the consistently high-quality service upon which our reputation was built.

Executive Technician

The Executive Technician is our most versatile cleaning position. They are responsible for the emptying of all trash and recycling receptacles, sanitizing telephones, and dusting all appropriate horizontal and vertical surfaces up to 72”.

They mop hard surface flooring in common areas and suites. They also spot clean various surfaces around the office: doors, glass, and walls. In addition, they are responsible for ensuring that the first-impression areas of your building are cleaned and maintained properly. They detail clean all interior glass walls, polish all brass fixtures, and maintain the cleanliness of the elevator tracks. They will also haul trash from various areas to on-site dumpsters and police the stairwells to remove all debris.

Scope of Work

- Beginning of shift, prepares needed equipment and supplies to perform duties
- Starts by removing trash and replacing trashcans liners as needed, from designated areas.
- Cleans kitchen areas, counters, sinks, cabinet doors, outside of microwaves and toasters.
- Detail clean designated areas for the day, tops, partitions, windowsills, desks, chair legs.
- At the end of shift, replenishes supplies for next day.

Key Priorities:

Leading the cleaning effort, starting at the assigned area and working their way through the location.

Cleaning high-touch surfaces, dusting, wiping down, and organizing each area.

Handling tasks such as garbage collection, recycling bag removal, and cleaning hard surfaces.

Working strategically through the building to maintain cleanliness and ensure nothing is overlooked.

Restroom Technician

Key Priorities:

Focusing on the critical task of restroom sanitation, ensuring cleanliness and hygiene are maintained throughout the building.

Performing a top to bottom sanitization process to maintain fresh and sanitized restrooms.

Maintaining a high level of cleanliness in high-traffic areas.

Primary responsibilities for our Restroom Technicians include restocking of all paper dispensers (toilet tissue, hand towels, etc.), emptying trash and replacing liners, cleaning and disinfecting all fixtures and mirrors, and wiping down stall partitions and doors. They are also responsible for scrubbing all flooring areas in each restroom. The primary function of the Restroom Technician is to disinfect and clean all surfaces while maintaining an odor-free environment.

Scope of Work

- Beginning of shift, prepares needed equipment and supplies to perform duties
- Starts by announcing themself and placing wet floor signs outside restrooms
- Proceeds to apply disinfectant to commodes and urinals
- Stocks paper supplies and soap, removes dust, clean partitions, counters, sinks, mirrors, walls, etc.
- Wipes commodes and urinals, removes trash
- Sweeps and mops the floor, removes wet floor signs once the floor is dry
- Detail cleans mirrors, walls, vents, partitions, doors, etc.
- At the end of shift, replenishes supplies for next day

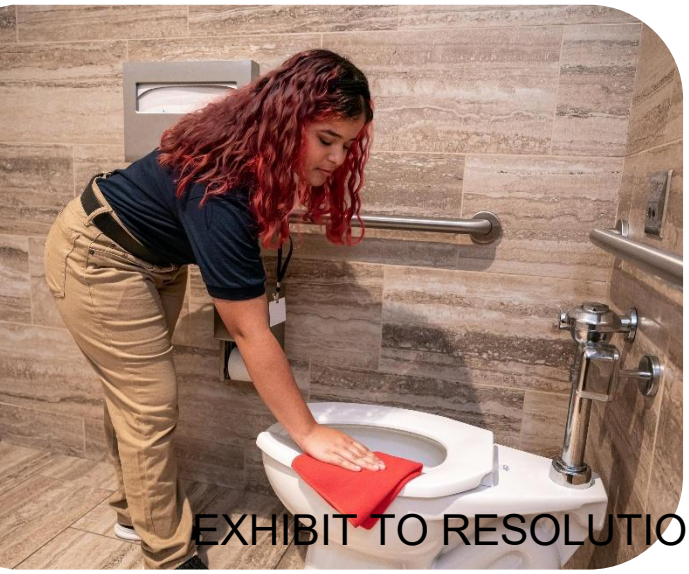


EXHIBIT TO RESOLUTION

Vacuum Technician

The Vacuum Technician is responsible for the daily vacuuming of all traffic areas and spot vacuuming all other office areas. In addition, they vacuum office furniture to remove various small debris and spills. Depending on the size of the building, they may also help the Executive Technician with hard surface floor cleaning, such as mopping in kitchen areas and corridors.

Scope of Work

- Beginning of shift, prepares needed equipment and supplies to perform duties
- Starts by vacuuming hard surface areas, puts wet floor signs and begins wet mopping designated areas.
- Right after mopping begins vacuuming traffic areas. (This procedure is repeated in each floor/area.)
- Detail vacuuming designated areas for the day, edges, corners, under desks, tables, etc.
- One day per week, usually Fridays, is designated to do projects such as cleaning window blinds, air vents/returns, and wipe baseboards.
- At the end of shift, empties vacuum and stores it for next day.

Key Priorities:

Focusing on vacuuming and finishing the cleaning process.

Ensuring all carpets, rugs, and fabric surfaces are thoroughly cleaned.

EXHIBIT TO RESOLUTION

Day Porters

AJI day porters have experience working independently as well as proven customer service experience working with the general public. All AJI day porters will be proficient in the English language and be able to communicate with building representatives and visitors both orally and in writing. AJI day porters are trained to work independently, and be reliable, self-motivated, mature, and responsible.

Scope of Work

- Service main lobbies
- Respond promptly to spills, messes, and service requests as they arise
- Monitor restrooms and replenish supplies to ensure continuous usability
- Respond to resident complaints
- Perform special cleaning
- Empty, reline, and maintain trash and recycling receptacles to prevent overflow and keep areas neat and odor-free
- Setup rooms for meetings & conferences
- Post-meeting cleanup
- Emergency cleaning

Key Priorities:

Maintain cleanliness and appearance of high-traffic common areas throughout the day

Support overall facility safety by addressing hazards and reporting concerns

Provide a visible, professional presence that enhances the building's image and occupant experience

Serve as a visible building ambassador by providing courteous assistance, clear communication, and a professional presence for occupants and visitors

EXHIBIT TO RESOLUTION

Cross Contamination

In a concerted effort to maintain the highest-quality cleaning for our customers, AJI has implemented measures to reduce the level of cross contamination in the locations we service.

One way we are working to accomplish this is the use of microfiber towels. The towels are color coded based on the locations of use to reduce the spread of potentially harmful bacteria. By assigning specific cloth colors to designated areas—such as restrooms, breakrooms, offices, and high-touch public spaces—our cleaning teams prevent bacteria, germs, and residues from being transferred from one area to another. For example, red cloths used to clean toilets and urinals in restrooms are never used in food service or office areas. This clear visual system removes guesswork, reinforces proper cleaning practices, and helps teams work more efficiently while maintaining strict hygiene controls.

Green Cloths:	Office/Desk Surfaces
Yellow Cloths:	Kitchens/Sinks/Water Fountains
Red Cloths:	Toilets/Urinals
Blue Cloths:	Windows/Glass Surfaces

In addition, microfiber cloths are designed to trap and remove dirt and microorganisms more effectively than traditional cleaning rags. When combined with color coding, they support safer cleaning procedures, protect occupant health, and help ensure every area of the building is cleaned to the appropriate standard—every time. Additional benefits of microfiber cloths:

- Cleans more effectively
- Cleans faster by eliminating unnecessary steps
- Improves image of the housekeeping staff with less intrusive and quieter equipment
- Promotes Green Cleaning by drastically reducing wastewater and chemical disposal
- Reduces material costs by using far less chemicals
- Reduces workers compensation claims because it requires less heavy lifting and movement

Staffing Plan

This preliminary staffing plan is based on our inspection of the facilities and our experience servicing multiple, similar locations for County and City government clients; it is not uncommon for staffing levels to be modified after award and on-the-job experience.

Location	SF	Days Serviced	Times Serviced	Daily Man Hours
Public Safety Building	18,564	Mon, Wed, Fri	B/W 12:00pm-5:00pm	5.00
City Hall	15,782	Mon, Wed, Fri	After 5:00pm	3.00
Customer Service	7,772	Mon, Wed, Fri	After 5:00pm	2.00
IT/GIS Building	4,000	Wed, Fri	After 5:00pm	2.00

SMART TECHNOLOGY. HIGHER STANDARDS.

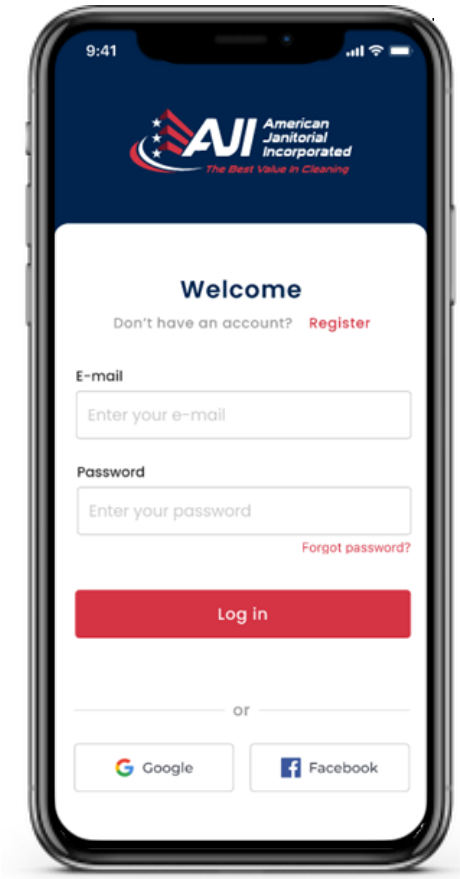
Quality Control

AJI works in close partnership with our clients to develop customized reporting plans that work perfectly and seamlessly using documented and efficient work management processes, advanced technologies, and highly trained and trustworthy personnel.

We have developed an application for smartphones that serves as a communication tool between our customers and management and cleaning team at your locations. We designed our APP to provide our clients with fast and easy access to our team for any issues that may arise as well as requests for additional services outside the scope of our normal daily tasks.

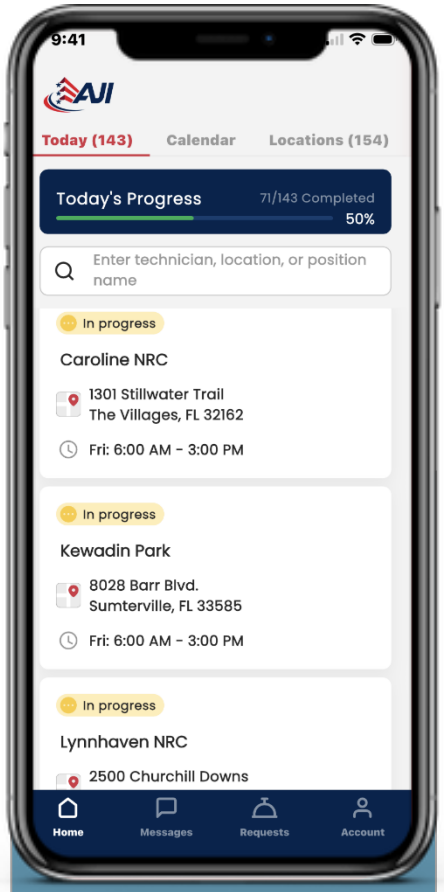
The app will allow you to quickly contact the AJI manager in charge of your location to relay your request or concern. You will be able to communication within the APP and track the progress of your request.

To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service.

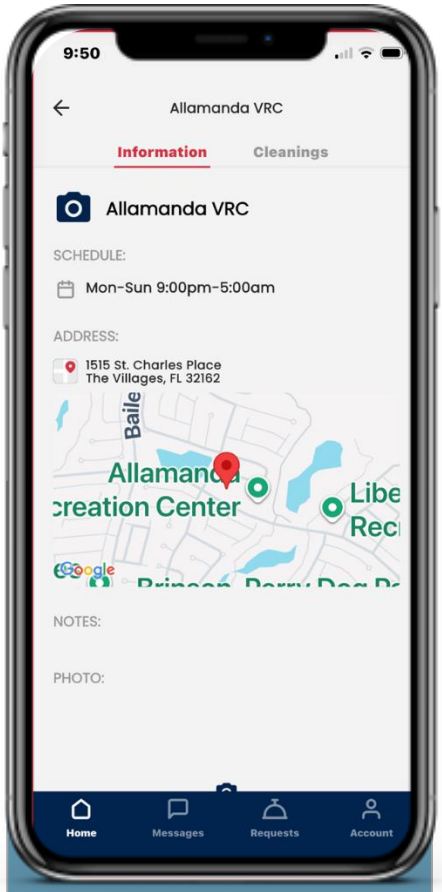


At contract award, AJI will enter your facilities into our app, allowing our team immediate access to site details, schedules, scopes of work, and service expectations. This will allow our managers and team members to be fully up to speed—tracking tasks, documenting work, and responding to needs in real time.

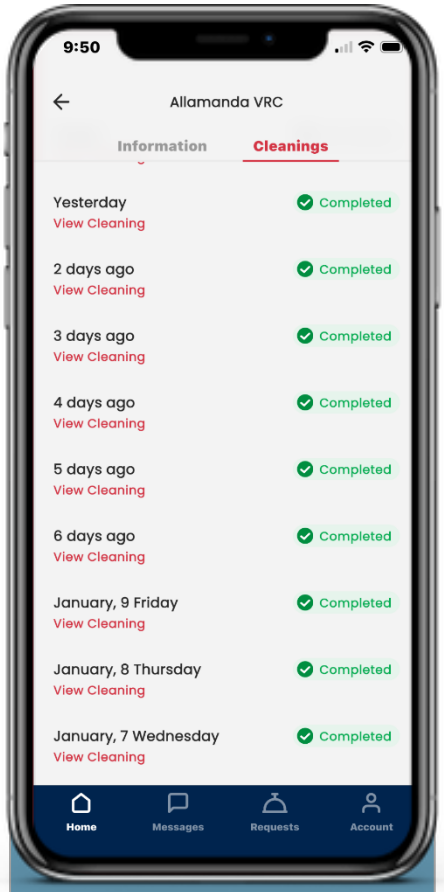
Ensuring Accountability Through Real-Time Reporting.



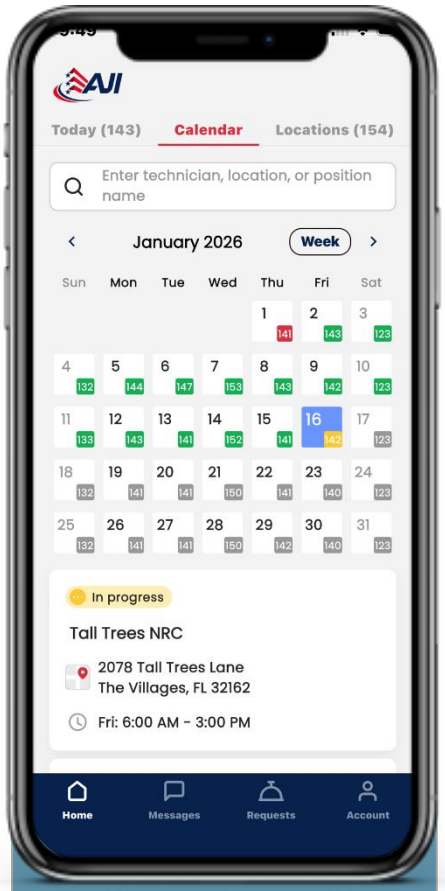
AJI team members and City of Lake City representatives can see live updates on the progress of the buildings.



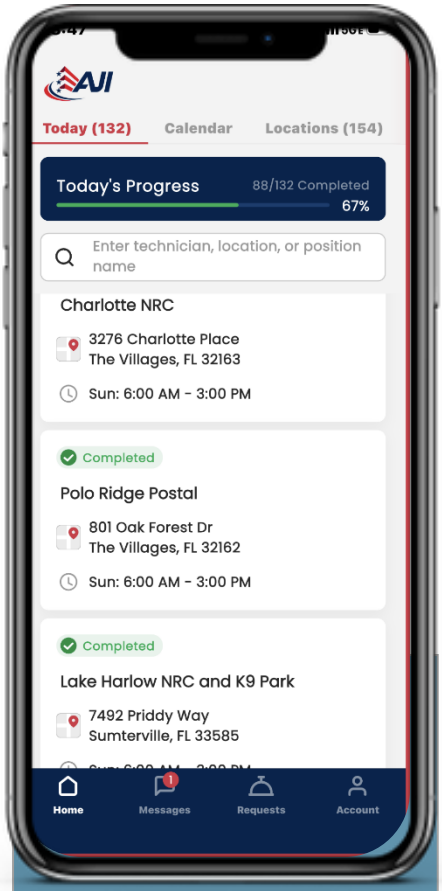
Location overview provides vital information on the location such as address and cleaning hours.



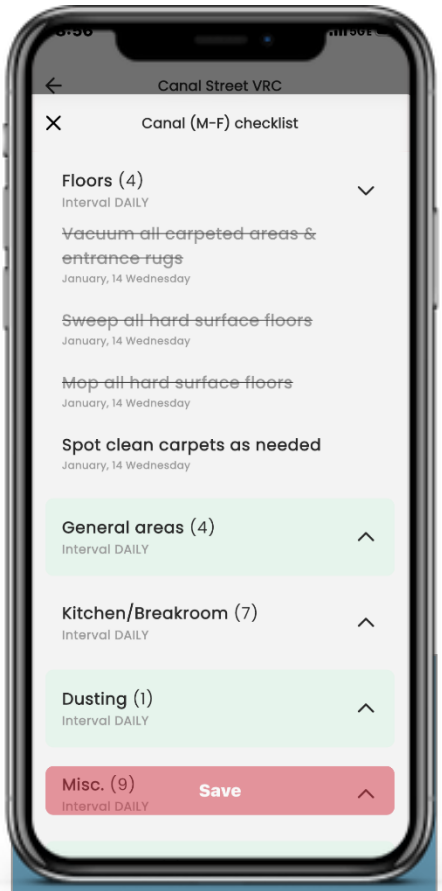
AJI managers and City representatives can easily search cleaning checklist history for each facility



Calendar function allows for a quick overview of which periodic tasks are scheduled to be performed on a specific day.



Progress screen is a convenient way to view the day's progress and see in real time which locations are completed and which are still in progress.



AJI cleaning technicians use daily checklists to ensure they are performing per the scope of work for each facility. Once a task as been performed it is marked as completed.

To provide consistent, quality service to our customers, AJI is diligent in tracking our service metrics so we can see which areas are running smoothly and where we need to improve. AJI is committed to providing quality workmanship and operating to the highest standards with an emphasis in excellent customer service. Our quality statement describes our commitment to quality and reinforces compliance with key elements of the quality assurance system and will be endorsed by senior management.

AJI is committed to providing quality workmanship, operating to the highest standards with an emphasis on excellent customer service.

To this end, we pledge the following:

- A focus on satisfying the needs of the City of Lake City.
- Compliance with applicable cleaning procedures, regulations, safety requirements and good workmanship practices.
- Fulfillment of contract requirements in their entirety.
- Direction of work crews by qualified crew leaders.
- Performance of inspections by qualified inspectors.
- Continuous quality improvement and training.
- AJI's technicians make every effort to protect the value of our clients' facilities.
- The Operations Managers and Project Managers are together responsible for ensuring the overall effectiveness of the Quality Assurance System.

Operations Manager will:

- Demonstrate commitment to the company's Quality Assurance System and its integrity.
- Ensure the availability of necessary resources and information for the effective operation of the Quality Assurance System.
- Ensure achievement of the company's quality objectives.
- Improve performance of the Quality Assurance System to meet client requirements.
- Ensure that each employee understands his or her quality assurance responsibilities and the company's quality assurance policies.

AJI is committed to procedural performance for all the company's cleaning services. AJI will respond to all customer service requests and correct any problems immediately. A member of management will evaluate all discrepancies and a qualified technician will be assigned to resolve the issue.

Records of the call and successful resolution will be kept. Information from these records will be used in the Quality Improvement Program. At least quarterly, data from custom service activities will be examined for hot spot training activities.

AJI will work with the City to address and make an action plan for any service issues.

Our operations team will be knowledgeable of the contract's terms and service schedule, expectations, tracking, communication, and ensuring customer satisfaction.

EXHIBIT TO RESOLUTION

Emergency Response

AJI's emergency response plan has been developed to minimize the impact of emergencies and maximize the effectiveness of our response to those incidents. The plan is initiated whenever a crisis, man-made or natural, disrupts operations or creates major damage to your locations. Below is a flow chart showing emergency response dispatching procedure.

1

Call or Email Placed to Maria Constantinou Notifying Her of Issue In Need of Action
352-408-8003
Maria.c@ajiclean.com

1st Communication Layer

If Maria Constantinou is not available contact:
Elizabeth Allender
352-409-4340
elizabeth.allender@ajiclean.com

2nd Communication Layer

If Elizabeth Allender is not available contact:
Thomas Donehoo
352-409-0754
thomas.donehoo@ajiclean.com

3rd Communication Layer

2

AJI Crew Dispatched Within 60 Minutes to Resolve Issue

3

- **Issue Resolved**
- **Maria Constantinou Notified**
- **Data Logged for Monthly Report**

4

Follow-Up Email to City Representatives Confirming Issue Resolution with Before & After Pictures Showing Resolution of Issue

EXHIBIT TO RESOLUTION

24/7 Contract Support

The primary contact person for this project will be Thomas Donehoo. Mr. Donehoo will oversee all daily cleaning operations and is responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. Mr. Donehoo will be designated to this contract and will immediately respond to any issue that may arise.

Thomas Donehoo
Chief Operations Officer
352-409-0754
thomas.donehoo@ajiclean.com

Communication is at the core our Customer Service program. At AJI, we are a team of experienced people have worked together an average of 14 years. We understand the importance of teamwork and communication to achieve the high levels of service we deliver on a consistent basis. In addition to Mr. Donehoo, each of the individuals below is also available for City of Lake City representatives 24 hours a day, 7 days a week.

Maria Constantinou, Project Manager
352-409-3408
alexia.bates@ajiclean.com

Brenda Ortega, Operations Manager
352-849-8050
brenda.ortega@ajiclean.com

Elizabeth Allender, Senior Project Manager
352-409-4340
elizabeth.allender@ajiclean.com

Ryan Strem, Chief Sales Officer
352-932-9456
ryan.strem@ajiclean.com

Stephanie Dailey, VP & CFO
352-630-1075
support@ajiclean.com

Jason Lay, CEO
352-910-0880
jason.lay@ajiclean.com

City of Lake City Contract Supervision Plan

Jordan Dailey
President

Jason Lay
CEO

Ryan Strem
CSO

Thomas Donehoo
Chief Operations Officer

Elizabeth Allender
Senior Project Manager

Jorge Elvira
Accessory
Service Manager

Floor Crew(s)

Maria Constantinou
Project Manager
City of Lake City

Brenda Ortega
Operations Manager
City of Lake City

Supervisor

Cleaning Technicians

EXHIBIT TO RESOLUTION

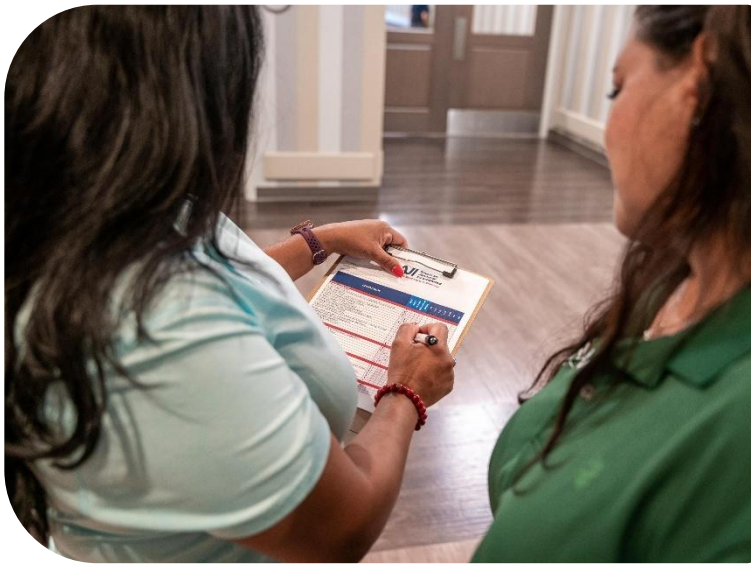
Management Qualifications

Our supervision plan is based on a team concept of highly trained individuals who are assigned to a specific duty throughout their assigned service area. AJI will have 5 layers of management on this project to ensure the needs of the City of Lake City locations are met consistently on a daily basis.

PROJECT MANAGER:
Ms. Maria Constantinou will be the project manager for the City of Lake City locations, and she will focus on customer service, operational oversight, and purchasing. She will oversee client communication, program development and staff training, ensuring that AJI's service is exceptional and specialized for the City locations. Additionally, she will emphasize employee training to make sure each employee knows AJI's philosophies, such as using green cleaning systems.

OPERATIONS MANAGERS
The Operations Manager assigned to this project will be Ms. Brenda Ortega, and she will oversee all daily cleaning operations and be responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services.

SUPERVISORS:
AJI Supervisors report directly to the Operations Managers and generally work evening hours managing a cleaning crew. The Supervisor for this project will do nightly inspections and modify staffing to correct deficiencies and allow any changes that may arise in your buildings. The Supervisor will keep track of keys and other various entry cards, ensure adherence to AJI employee uniform requirements, and establish and maintain frequency schedules for floor work and other periodic maintenance requirements per the scope of work, as well as maintaining the proper inventory of supplies at each location.



NOTE: No conflict of interest exists between any AJI team member and any City of Lake City official.

The following pages outline the janitorial service industry experience and primary responsibilities of AJI's management team.

Jordan Dailey

President

AJI's President joined the company in 2000 to assist in the development of the commercial janitorial operations. AJI has continued to grow under his leadership as he has demonstrated his ability to lead and adapt to ever-changing times and build upon AJI's legacy as one of the most popular janitorial service providers in the region. Part of this adaptation was the creation and implementation of a new quality assurance system that has drastically improved the overall performance level of the company's services. Mr. Dailey also expanded the service offerings that the company provides. This expansion has allowed the company to branch into new markets and add more services to a wider variety of customers, particularly in the governmental and medical fields.

Jason Lay

CEO

AJI's CEO joined AJI in 2022, after retiring from a successful, 28-year career as a Colonel in the United States Air Force and the Florida Air National Guard. His extensive experience as a senior military officer and commander, including multiple overseas combat deployments, makes him a trusted and valuable leader for the AJI Team. In addition, Mr. Lay brings a wealth of business experience and acumen from his time as President and CEO of his own construction and restoration company for 10 years. Mr. Lay earned his Bachelor of Science degree in mechanical engineering from the University of Portland in 1994, and he also earned a master's degree in Security Studies from Air University in 2016. As CEO, Mr. Lay is responsible for the business performance of the entire AJI organization, including Operations, Sales, Business Development, office management, accounting, support functions, and individual leadership development. In addition, he is responsible for establishing and implementing key business strategies and objectives that will maintain and secure AJI's future success.

Stephanie Dailey

Vice President & CFO

Ms. Daily joined AJI in 2001 and currently serves as our Vice President & Chief Financial Officer. In this role, Ms. Dailey is responsible for developing and implementing purchasing strategies to reduce costs, which allows AJI to stay competitive as well as maintaining strong supplier relationships to ensure our employees in the field have the proper equipment and materials necessary to do their jobs. Additionally, Ms. Daily is responsible for the overall administrative operation of janitorial service contracts and adherence to terms and conditions.

Ryan Strem

Chief Sales Officer

Mr. Ryan Strem joined the company as CSO in 2022. Mr. Strem has over 20 years' experience in the Education and Administration field where he gained extensive knowledge of customer service and communication. He works closely with AJI customers to provide solutions to any issues that arise with the performance of their contracts. Additionally, he has developed a set of performance metrics that drive improved financial performance, customer service, and overall operational accountability He is responsible for overseeing AJI's business development and ensuring complete customer satisfaction.

Thomas Donehoo

Chief Operations Officer

As the COO, Mr. Donehoo is responsible for customer service, operational oversight, and purchasing. A member of the AJI team since 2010, Mr. Donehoo specializes in client communication, program development and staff training, ensuring that AJI's service is consistently exceptional and specialized for each client. Mr. Donehoo is responsible for overseeing the operations of the janitorial contract and the management of all cleaning technicians assigned to the contract. He will perform inspections, maintain checklists and quality control procedures, and schedule all services.

Elizabeth Allender

Senior Project Manager

Ms. Allender joined AJI in 2016 and has over 20 years of experience in the janitorial service industry. She began her career as a housekeeper for Hyatt Hotels and worked her way up to Front Office Manager before accepting a position with Sodexho as a General Manager. Ms. Allender's experience in the janitorial business is comprehensive in that she fully understands the means and processes of cleaning a facility, the necessity to work and lead staff members, the need to coordinate efforts with the customer, and the requirement to produce consistent, quality service. Ms. Allender presently has the full authority to act on behalf of AJI on her projects. She has hire-fire authority, purchasing authorization, inspection and reporting responsibilities and overall point of contact duties with her customers.

- Provides additional management and supervision to project and operations managers as well as oversight to supervisors and cleaning personnel.
- Reviews the operational needs pertaining to supplies, equipment, tools and other materials and makes requests as necessary.
- Meets with customers' management staff and tenants to review performance and determine if added resources are required.
- Directly responsible for all operations, supplies, labor, and payroll.
- Manage the P&L requirement as outlined for the facility in meeting the projected financial forecasts, productivity and staffing plans and budget. Analyze and interpret financial data and weekly operating reports for trends impacting AJI. Initiate corrective action as needed.
- Take the lead in client communication regarding AJI programs and services as well as performance under the contract. Provide feedback to management as needed on unique client requirements and opportunities to expand the client relationship.
- Coach, motivate, train, develop and lead the AJI team. Maintain knowledge of human resource policies and practices, including the development of staffing plans, employee relations, training, safety, EEO, benefits administration and succession planning.
- Provide training to all employees on state-of-the-art equipment and doctrine in the janitorial service field.

Experience in position: Ms. Allender has over 20 years' experience in the janitorial service industry. She began her career as a housekeeper for Hyatt Hotels and worked her way up to Front Office Manager and ultimately to GM with Sodexo.

10/2016 - Present	Senior Project Manager	American Janitorial Inc.
08/2015 - 09/2016	Project Manager	USSI Janitorial Service
07/2014 - 07/2016	Project Manager	ABM Janitorial Services
02/2007 - 07/2014	District Manager	ABM Janitorial Services
08/2006 - 02/2007	General Manager	Sodexo

EXHIBIT TO RESOLUTION

Maria Constantinou

Project Manager

She has been a full time member of the AJI team since 2017, and currently oversees over 15 locations for various City and County government contracts

As Project Manager, Ms. Constantinou will be responsible for ensuring AJI's services operate smoothly, efficiently, and consistently, acting as the bridge between frontline teams, City representatives, and AJI's executive leadership.

- Direct and support operations managers, site supervisors, and custodial teams
- Ensure compliance with OSHA, SDS, safety programs, and company policies
- Oversee janitorial services across multiple facilities, ensuring contract compliance and service consistency
- Manage labor budgets, staffing costs, and supply usage
- Analyze trends in service issues and implement corrective action plans
- Review payroll, overtime, and productivity metrics
- Mentor operations managers and supervisors to develop future leaders
- Support procurement, inventory controls, and equipment planning
- Support AJI's growth through retention, renewals, and client satisfaction

Brenda Ortega

Operations Manager

Ms. Ortega joined AJI in 2024 and has over eight years of experience in janitorial service management. She currently serves as a full time Project Manager for multiple AJI locations in Central Florida.

As Operations Manager, Ms. Ortega will be responsible for quality control inspections, enforcing proper cleaning procedures, managing personnel, and overseeing additional services. She is all local and will immediately respond to any issue that may arise at the City of Lake City locations within 60 minutes.

- Properly allocates work responsibilities and counsels, coaches, and supervises all cleaning team members.
- Maintain knowledge of contract requirements and creation of schedules to maintain properly skilled staffing levels to satisfy those schedules.
- Approves vacation time, overtime and timecards.
- Trains custodians on work-related equipment.
- Issue reports and summaries as required.
- Meet periodically with cleaners to review status of various elements of facility services and to institute corrective measures for any deficiencies found.
- Perform any additional duties on an "as required" basis where such duties are within the scope of contractual responsibilities.
- Ensures all equipment in proper working condition including carts, steam cleaners, etc.

Absentee Coverage

As outlined previously, AJI understands that the unexpected can happen, so if an unanticipated absence or an emergency occurs at the City of Lake City locations, other cross-trained team members from surrounding locations we service will work additional hours to ensure we are performing per the specifications.

Additionally, AJI's standardized processes enable us to transfer trained team members from surrounding locations to cover absent employees if necessary and provide additional manpower to cover unexpected situations as they occur.

We currently service over 400 locations for the following customers:

- City of Gainesville RTS
- Volusia County Board of County Commissioners
- City of Ormond Beach
- Seminole County District Schools
- Peace River Electric Cooperative (PRECO)
- The Villages Commercial Property Management
- The Villages Community Development Districts
- Lake County Board of County Commissioners
- City of Clermont
- Central Florida Regional Transportation Authority (LYNX)

We're positioned to quickly step in and cover absentee cleaners—ensuring seamless service, consistent quality, and no disruption to your daily operations.

Due to our contracts in the surrounding area, AJI has over 20 team members within 60 miles of the City of Lake City.

We're poised for rapid response.

Staffing Plan

This preliminary staffing plan is based on our inspection of the facilities and our experience servicing multiple, similar locations for County and City government clients; it is not uncommon for staffing levels to be modified after award and on-the-job experience.

Location	SF	Days Serviced	Times Serviced	Daily Man Hours
Public Safety Building	18,564	Mon, Wed, Fri	B/W 12:00pm-5:00pm	5.00
City Hall	15,782	Mon, Wed, Fri	After 5:00pm	3.00
Customer Service	7,772	Mon, Wed, Fri	After 5:00pm	2.00
IT/GIS Building	4,000	Wed, Fri	After 5:00pm	2.00

Thank you!

Partnership

AJI believes in forming partnerships with our customers because we know that working together ensures success. Understanding each other's needs and capabilities. Aligning core values of accountability and honesty. Creating a shared vision and mission.

We look forward to developing our partnership with the City of Lake City on this project.

Vendor	Katrina Medearis	TERRI PHILLIPS	Alexis Spoehr	Total Score
American Facility Services, Inc.	69	96.25	76.25	80.5
American Janitorial, Inc.	90	97.5	81.25	89.58
A&S Complete Services LLC	63	91.25	73.75	76
Bayway Group LLC	95	86.25	72.5	84.58
CDB Cleaning Services	24	85	36.25	48.42
Clean Space LLC	84	90	80	84.67
G. Caldwell Services LLC	22	83.75	21.25	42.33
Padegenis Cleaning Inc	76	85	66.25	75.75
Serviamigos Solutions, LLC	22	85	12.5	39.83
Tara's Cleaning Service with Heart LLC	63	92.5	81.25	78.92

EXHIBIT TO RESOLUTION

File Attachments for Item:

16. City Council Resolution No. 2026-121 - A resolution of the City of Lake City, Florida, approving that certain Interlocal Agreement between Columbia County, Florida and the City of Lake City, Florida for animal enforcement and animal impoundment services; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

CM/rrp
10/01/2026

RESOLUTION NO 2026 - 121

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN COLUMBIA COUNTY, FLORIDA AND THE CITY OF LAKE CITY, FLORIDA FOR ANIMAL ENFORCEMENT AND ANIMAL IMPOUNDMENT SERVICES; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the health, safety, and welfare of the City of Lake City (the "City") is of paramount concern; and

WHEREAS, to insure the health, safety, and welfare of the City it is necessary for the City to provide certain services concerning animal control and impoundment; and

WHEREAS, since 2022 the City has maintained a contract with the Lake City – Columbia County Humane Society, Inc. to provide animal control services; and

WHEREAS, the term of the contract between the City and the Lake City – Columbia County Humane Society, Inc. was through September 30, 2026; and

WHEREAS, in August 2026 the City prepared and issued a request for proposals seeking proposals from vendors interested in providing animal care, animal enforcement, and animal impoundment services; and

WHEREAS, the City did not receive any responsive proposals in response to the referenced August 2026 request for proposals; and

WHEREAS, the most recent contract with the Lake City – Columbia County Humane Society, Inc. did expire on September 30, 2026; and

WHEREAS, the City has an immediate need for animal enforcement and impoundment services; and

WHEREAS, the Columbia County Board of County Commissioners (the "County") has an animal enforcement department capable of providing the City's immediate need for animal enforcement and impoundment services; and

WHEREAS, the City desires to enter into that certain Interlocal Agreement between Columbia County, Florida, and the City of Lake City, Florida for Animal Enforcement and Impoundment Services in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, the City intends the Agreement to be a short-term, six-month agreement to allow the City to determine the best means and process to provide animal enforcement and animal impoundment services in the City to insure the health, safety, and welfare of the City; and

WHEREAS, engaging the County's services is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the County to provide animal enforcement and impoundment services as set forth in the Agreement is in the public or community interest and for the public welfare; and

2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and

4. The Mayor of the City of Lake City is authorized to execute on behalf of and bind the City to the terms of the Agreement; and

5. The Mayor of the City of Lake City is directed to execute on behalf of and bind the City to the terms of the Agreement; and

6. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

7. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of ___, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

INTERLOCAL AGREEMENT

BETWEEN

COLUMBIA COUNTY, FLORIDA

AND

THE CITY OF LAKE CITY, FLORIDA

FOR ANIMAL ENFORCEMENT AND IMPOUNDMENT SERVICES

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INTERLOCAL AGREEMENT

BETWEEN

COLUMBIA COUNTY, FLORIDA

AND

THE CITY OF LAKE CITY, FLORIDA

FOR ANIMAL ENFORCEMENT AND IMPOUNDMENT SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into effective October 1, 2026, by and between **COLUMBIA COUNTY, FLORIDA**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County"), and the **CITY OF LAKE CITY, FLORIDA**, a Florida municipality ("City"). The County and the City are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" (the "Act"), authorizes 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 that will best accord with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the County and the City are each a "public agency" as defined in Section 163.01(3)(b), Florida Statutes, and are authorized by Section 163.01(4), Florida Statutes, to exercise jointly with any other public agency of the State any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the County is authorized by Section 125.01, Florida Statutes, and the City is authorized by Article VIII, Section 2 of the Florida Constitution and Section 166.021, Florida Statutes, to provide for the health, safety, and welfare of their respective residents, including the control of animals; and

WHEREAS, Chapter 828, Florida Statutes, governs animal cruelty and the custody of animals found in distress and, in Section 828.27, authorizes counties and municipalities to employ animal control officers and to enforce animal control and cruelty ordinances by citation; Chapter 767, Florida Statutes, governs damage by dogs and dangerous dogs; Chapter 823, Florida Statutes, governs public nuisances, including the release of dogs and cats from animal shelters and animal control agencies; and Section 705.19, Florida Statutes, provides a procedure by which an animal abandoned at a licensed veterinarian or boarding kennel may be turned over to a humane society or dog pound; and

WHEREAS, the County, through its Animal Enforcement Department, operates an animal enforcement program and animal holding facilities, and employs trained animal enforcement officers; and

WHEREAS, the City desires to obtain animal enforcement and impoundment services

from the County within the corporate limits of the City, and the County is willing to provide such services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, the Parties desire to establish an orderly process under which the County will take custody of animals abandoned at licensed veterinarians and boarding kennels within the City pursuant to Section 705.19, Florida Statutes, and of animals held by law enforcement agencies and other third parties; and

WHEREAS, the governing bodies of the County and the City have each determined that entering into this Agreement serves a valid public purpose and is in the best interests of their respective residents; now, therefore,

IN CONSIDERATION of the mutual covenants, promises, and representations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS; DEFINITIONS

1.01 Recitals.

The foregoing recitals are incorporated into this Agreement as material terms hereof, as if fully recited and set forth herein.

1.02 Definitions.

As used in this Agreement, the following terms have the meanings set forth below:

(a) "Animal Enforcement" means the Animal Enforcement Department of the County being responsible for animal control, enforcement, and impoundment.

(b) "Animal Enforcement Officer" or "Officer" means a County employee assigned by Animal Enforcement to perform services arising from this Agreement who has completed the training required by Section 828.27(4)(a), Florida Statutes.

(c) "City Limits" means the incorporated municipal boundaries of the City of Lake City, Florida, as they exist from time to time during the Emergency Term and the Full Term.

(d) "City Representative" means the City Manager or the City Manager's written designee.

(e) "County Facility" means any animal holding, sheltering, or impoundment facility owned, operated, or used under contract by the County, including a “dog pound” as such term may appear in Florida Law.

(f) "County Representative" means the County Manager or the Assistant County Manager.

(g) "Emergency Cat Intake" means the intake of a cat under the circumstances described in Paragraph 4.05.

(h) "Legal Hold Period" means the period during which an impounded animal must be held to allow the owner to reclaim it, or to comply with a quarantine, investigation, court order, or other legal requirement, as established by applicable state law, rule, court order, or City ordinance.

(i) "Service Provider" has the meaning set forth in Paragraph 5.01 (licensed veterinarians and bona fide boarding kennels).

SECTION 2. PURPOSE AND AUTHORITY

2.01 Purpose.

The purpose of this Agreement is to provide for the County to furnish animal enforcement and impoundment services within the City Limits, including the taking of custody of animals from Service Providers, in exchange for the compensation set forth herein.

2.02 Authority.

This Agreement is entered into pursuant to the Act and Sections 125.01 and 166.021, Florida Statutes. The County shall provide the services set forth in this Agreement pursuant to Section 705.19, Florida Statutes; Chapter 767, Florida Statutes; Chapter 823, Florida Statutes; and Chapter 828, Florida Statutes, together with applicable County and City ordinances.

2.03 No Separate Legal Entity.

This Agreement does not create a separate legal or administrative entity. The Parties shall administer this Agreement through the County Representative and the City Representative. No real or personal property shall be jointly acquired, held, or disposed of pursuant to this Agreement; each Party shall retain ownership of its own property, equipment, and facilities.

SECTION 3. TERM

3.01 Effective Date.

In accordance with Section 163.01(11), Florida Statutes, this Agreement shall take effect upon its execution by both Parties and its filing with the Clerk of the Circuit Court of Columbia County, Florida (the "Effective Date"). The County shall be responsible for filing this Agreement.

3.02 Term.

This Agreement shall remain in effect for a period of one hundred eighty (180) consecutive calendar days, beginning on the Effective Date and ending at 11:59 p.m. on the one hundred eightieth (180th) day thereafter (the "Term"), unless terminated earlier in accordance with Section 11.

3.03 Extension.

The Full Term may be extended only by a written amendment approved by the governing bodies of both Parties (or their authorized designees) and filed in the same manner as this Agreement. Nothing in this Agreement obligates either Party to extend the Full Term.

3.04 Animals in Custody at Expiration.

Upon expiration or termination of this Agreement, the County shall continue to hold and care for any animal taken into custody from the City Limits pursuant to this Agreement until the animal is reclaimed by its owner, transferred to rescue, or otherwise lawfully disposed of, or until the City arranges for the transfer of such animal to another provider, whichever occurs first. The City shall pay all charges pursuant to Section 7 for such animals until final disposition or transfer, and this Paragraph shall survive expiration or termination.

SECTION 4. SCOPE OF SERVICES

4.01 Animal Enforcement Officer.

The County shall assign one (1) Animal Enforcement Officer to provide services within the City Limits seven (7) days per week, including holidays, during the County's regular Animal Enforcement service hours, 7:00 AM to 5:00 PM. The County shall determine the Officer's schedule, assignment, and deployment and may assign a substitute Officer to cover leave, vacancies, or other absences. The daily rate includes holidays pursuant to Paragraph 7.01.

4.02 Enforcement of State Law and Ordinances.

The County shall enforce, within the City Limits, all applicable state laws and City animal ordinances, **except for licensing**, including Section 705.19 and Chapters 767, 823, and 828, Florida Statutes. Enforcement shall include, without limitation:

(a) animal cruelty, confinement, abandonment, and animal fighting provisions of Chapter 828, Florida Statutes, including Sections 828.12, 828.13, and 828.122;

(b) the taking of custody of animals found to be neglected or cruelly treated pursuant to Section 828.073, Florida Statutes;

(c) the investigation and classification of dangerous dogs and the handling of dogs that have bitten, attacked, or injured persons or domestic animals pursuant to Chapter 767, Florida Statutes;

(d) rabies vaccination requirements of Section 828.30, Florida Statutes, and bite reporting and quarantine requirements administered in cooperation with the Florida Department of Health in Columbia County;

(e) the capture and impoundment of stray, at-large, injured, or dangerous domestic animals; and

(f) the issuance of citations pursuant to Section 828.27, Florida Statutes, and applicable City ordinances. Civil penalties collected for violations of City ordinances shall be remitted to the City, less any amounts required to be allocated pursuant to Section 828.27(4)(b), Florida Statutes.

4.03 Licensing Excluded.

If applicable, the County shall not be responsible for the issuance of City animal licenses or registrations, the collection of City license fees, or the enforcement of City animal licensing or registration requirements, all of which shall remain the responsibility of the City.

4.04 Designation of Officers; Conflicting Ordinances.

Prior to or concurrent with the Effective Date, the City shall adopt such resolution or ordinance as may be necessary to authorize Animal Enforcement Officers to enforce the City's animal ordinances and to issue citations pursuant to the City's ordinance adopted pursuant to Section 828.27, Florida Statutes. The City shall promptly provide the County with copies of its current animal ordinances and any amendments adopted during the Full Term.

4.05 Cats.

The County shall take custody of cats only in emergencies, which are limited to: (a) the death of the owner; (b) the arrest or incapacitation of the owner leaving the cat without care; and (c) when required by state law, including, without limitation, the seizure of an animal pursuant to Section 828.073, Florida Statutes, or a bite quarantine or rabies control action. Except as provided in this Paragraph, the County shall have no obligation to respond to, trap, impound, or house cats.

4.06 Impoundment and Care.

Each animal taken into custody from the City Limits pursuant to this Agreement shall be housed at a County Facility and shall receive care, food, water, and shelter in accordance with applicable law and County policy. The City shall pay the daily care rate set forth in Paragraph 7.01 for each such animal for each day, or portion of a day, that the animal is in County custody.

4.07 Veterinary Services.

All animals taken into custody pursuant to this Agreement shall be seen by the County-contracted veterinarian. The City shall be responsible for all medical fees and all medications prescribed for such animals, which shall be billed to the City at the actual cost charged to the County, without markup. The County may authorize emergency veterinary treatment necessary to relieve pain or suffering or to protect public health without prior approval of the City. For non-emergency treatment estimated to exceed

$100 per animal, the County shall notify the City Representative before treatment is rendered.

4.08 Legal Hold; Transfer to Rescue.

Each animal not claimed by its owner shall be held for the applicable Legal Hold Period. Upon expiration of the Legal Hold Period, the County shall dispose of such animal pursuant to Section 14-55 of the City of Lake City Code of Ordinances, and the City shall pay any applicable transfer rate set forth in Paragraph 7.01 for each animal so transferred. The County shall comply with Chapter 823, Florida Statutes, including Section 823.15. Nothing herein shall prevent the County from humanely euthanizing an animal when necessary to relieve untreatable suffering, when required by law or court order, or when an animal poses a serious threat to public safety, in accordance with Sections 828.058 and 828.065, Florida Statutes; the County shall notify the City Representative of any such action in its weekly report.

4.09 Return to Owner.

Animals reclaimed by their owners shall be released in accordance with the County's return-to-owner policies in effect at the time of reclaim, including proof of ownership, proof of rabies vaccination where required, and payment of applicable fees. Any boarding or veterinary charges recovered from an owner for an animal for which the City has been or will be invoiced shall be credited against the City's next invoice.

4.10 After-Hours Calls.

Calls received outside the County's regular Animal Enforcement service hours shall be handled by the County's on-call Animal Enforcement Officer. All calls, during and after regular service hours, shall be routed through the combined dispatch center serving the County and the City. After-hours calls shall be responded to only if they meet the County's after-hours call-out criteria, which are: (a) animal bites; (b) injured animals; and (c) requests for assistance from a law enforcement officer. After-hours response is included in the daily rate set forth in Paragraph 7.01. Calls not meeting these criteria shall be addressed during the next regular service period.

4.11 Services Not Provided.

The County does not provide, and nothing in this Agreement obligates the County to provide: (a) adoption services; (b) public vaccination clinics; (c) animal licensing, as provided in Paragraph 4.03; (d) services for cats except Emergency Cat Intake; or (e) wildlife or livestock services, which shall be referred to the Florida Fish and Wildlife Conservation Commission or other appropriate agency.

4.12 Standard of Performance.

The County shall perform the services set forth in this Agreement in a professional

manner consistent with applicable law and the same standards and policies the County applies to animal enforcement in the unincorporated areas of the County.

SECTION 5. TAKING CUSTODY OF ANIMALS FROM SERVICE PROVIDERS

5.01 Service Provider Defined.

"Service Provider" means a licensed veterinarian or a bona fide boarding kennel that is located within the City Limits or that has received an animal whose owner resides within the City Limits and that has custody of an animal placed with it by the animal's owner or the owner's agent for treatment, boarding, or other care.

5.02 Custody of Abandoned Animals Pursuant to Section 705.19, Florida Statutes.

The County Facility shall serve as a "dog pound" as that term is used in and for purposes of Section 705.19, Florida Statutes, for animals abandoned at Service Providers. Subject to Paragraphs 4.05 and 4.11 and this Section 5, the County shall take custody of an animal from a Service Provider when the animal has been abandoned by its owner or the owner's agent for a period of more than ten (10) days after the Service Provider gave written notice to the owner or the owner's agent at his or her last known address, as provided in Section 705.19(1), Florida Statutes. As used in this Section, "abandoned" has the meaning given in Section 705.19(3), Florida Statutes.

5.03 Conditions of Acceptance.

Before the County takes custody of an animal pursuant to Paragraph 5.02, the Service Provider shall deliver to Animal Enforcement:

(a) a copy of the written notice given to the owner or the owner's agent, and proof of the date and manner of delivery (such as a certified mail receipt, return receipt, or tracking record) showing that the notice was sent to the owner's or agent's last known address;

(b) a completed and signed Transfer of Custody Form substantially in the form of **Exhibit B**, in which the Service Provider certifies that more than ten (10) days have elapsed since notice was given and that the owner or agent has not reclaimed the animal or made arrangements for its care;

(c) the name, address, and contact information of the owner and any agent, and the date the animal was placed with the Service Provider;

(d) microchip scan results, tags, and other identification;

(e) rabies vaccination, medical, and treatment records, including a description of any condition under current treatment and medications administered or prescribed; and

(f) any bite history, behavioral notes, or safety warnings relevant to handling the animal.

The County may decline to take custody of an animal until the Service Provider has

delivered the items required by this Paragraph. The County shall not be obligated to take custody of a cat pursuant to this Section except as provided in Paragraph 4.05.

5.04 Request and Scheduling.

A Service Provider seeking to transfer an abandoned animal shall contact Animal Enforcement during regular service hours. Animal Enforcement shall schedule the transfer within two (2) business days after receiving the items required by Paragraph 5.03, subject to County Facility capacity. Transfers shall occur at the County Facility or, at the County's option, at the Service Provider's location. Transfers pursuant to this Section are not after-hours calls as set forth in Paragraph 4.10.

5.05 Inspection at Transfer.

The receiving Officer shall examine each animal at the time of transfer and document its condition, and may photograph the animal. The County may require that an animal showing signs of contagious disease, serious injury, or illness be evaluated by the County-contracted veterinarian before it is placed in the general population of the County Facility. If the Officer observes evidence that an animal has been neglected or cruelly treated, the Officer may take such action as is authorized by Chapter 828, Florida Statutes.

5.06 Commencement of County Custody; Allocation of Responsibility.

The County's custody of, and responsibility for, an animal shall commence upon the receiving Officer's signature on the Transfer of Custody Form. The County shall not be responsible for the care or condition of an animal, or for any act or omission of a Service Provider, occurring before that time. The County shall not be responsible for any charges owed to the Service Provider by the owner or the owner's agent for treatment, boarding, or care, and neither the County nor the City shall pay such charges. The Parties acknowledge that, pursuant to Section 705.19(2), Florida Statutes, the giving of the required notice relieves the Service Provider and any custodian to whom the animal is given of further liability for disposal of the animal.

5.07 Disposition.

Pursuant to Section 705.19(3), Florida Statutes, abandonment constitutes the relinquishment of all rights and claims of the owner to the animal. Accordingly, an animal received pursuant to Paragraph 5.02 shall not be subject to a stray Legal Hold Period, and the County may dispose of it as the County deems proper and consistent with Chapters 823 and 828, Florida Statutes, once any required veterinary evaluation is complete. If the owner or agent comes forward before disposition, the County may, but is not required to, release the animal to the owner upon payment of all charges pursuant to Section 7 and applicable County fees, which shall be credited to the City.

5.08 Charges.

Animals received from a Service Provider pursuant to this Section shall be subject to the charges in Paragraph 7.01, including the daily care rate beginning on the date of County intake, veterinary charges, and the rescue transfer rate, which shall be paid by the City. No separate transfer or transport fee shall be charged.

5.09 Other Third-Party Transfers.

The County shall also take custody of an animal from the Lake City Police Department or another law enforcement agency in connection with the arrest, death, or incapacitation of the animal's owner, or the seizure of the animal pursuant to Section 828.073, Florida Statutes, and when otherwise required by state law or court order. Paragraphs 5.05 and 5.06 shall apply to such transfers, and the transferring agency shall provide the records described in Paragraph 5.03(c) through (f), together with any case number, evidence log, chain-of-custody record, and court order. Such animals shall be held for the applicable Legal Hold Period.

5.10 Animals Subject to Quarantine, Investigation, or Court Proceedings.

When an animal received pursuant to this Section is subject to a bite quarantine, a dangerous dog investigation pursuant to Chapter 767, Florida Statutes, a custody proceeding pursuant to Section 828.073, Florida Statutes, or a criminal investigation or prosecution:

(a) the County shall maintain chain of custody from the time of transfer;

(b) the County shall hold the animal for the full period required by law, rule, or court order, and the daily care rate and veterinary charges shall continue to accrue to the City for that period;

(c) the Parties shall cooperate with each other, the Florida Department of Health, the State Attorney, and the court, including by making the Officer and records available for hearings; and

(d) the Parties shall cooperate in seeking recovery from the owner of the costs of care, including those costs incurred pursuant to Section 828.073, Florida Statutes, and any amounts recovered for charges paid by the City shall be credited to the City.

5.11 Transition of Animals Held by a Prior Provider.

Within five (5) business days after the Effective Date, the City shall deliver to Animal Enforcement a written inventory of all animals from the City Limits held by any animal control contractor or shelter that provided services to the City before the Effective Date, with the records described in Paragraph 5.03(c) through (f) for each animal. The County shall accept such animals in phases as County Facility capacity reasonably permits, and Paragraphs 5.05 and 5.06 shall apply to each transfer.

5.12 Notice to Service Providers.

Within ten (10) days after the Effective Date, the City shall notify licensed veterinarians and boarding kennels located within the City Limits of the procedure established by this Section 5. The County may provide a copy of Exhibit B for that purpose.

SECTION 6. SUPERVISION, COMMUNICATION, AND REPORTING

6.01 Supervision.

All Animal Enforcement Officers and other County personnel performing services arising from this Agreement shall remain employees of the County and shall be under the sole supervision, direction, and control of the County. Animal Enforcement shall report only to the Assistant County Manager and the County Manager. City officials and employees shall not direct, supervise, or assign work to County personnel except on such occasions as an Animal Enforcement Officer may be responding at the request of City emergency services personnel to an active incident where City law enforcement or fire personnel are in command of such incident scene.

6.02 Communication.

Requests, concerns, and complaints from the City regarding the services arising from this Agreement shall be directed by the City Representative to the County Representative. Routine service calls shall be placed through the combined dispatch center as provided in Paragraph 4.10.

6.03 Weekly Report.

Animal Enforcement shall provide the City Representative with a weekly written report stating, at a minimum, (a) the number of cases handled within the City Limits and (b) the number of animals from the City Limits sent to rescue animals impounded, animals received from Service Providers, animals returned to owners, animals remaining in custody, and veterinary charges incurred.

6.04 Records.

The County shall maintain records of all calls, cases, citations, impoundments, transfers, and dispositions relating to the City Limits in accordance with applicable records retention schedules and shall make such records available to the City upon reasonable request, subject to Chapter 119, Florida Statutes.

SECTION 7. COMPENSATION AND PAYMENT

7.01 Rates.

The City shall pay the County for services arising from this Agreement at the following rates, which are also set forth in **Exhibit A**:

(a) **Animal Enforcement Officer:** $240.00 per day, seven (7) days per week, including holidays, for each day of the Full Term;

(b) **Animal care:** $20.00 per animal per day for each animal taken from the City Limits and housed at a County Facility;

(c) **Rescue transfer:** $300.00 per animal for each animal not claimed by its owner and sent to rescue after the Legal Hold Period;

(d) **Veterinary services:** all medical fees and prescribed medications at actual cost, as provided in Paragraph 4.07; and

(e) **Other fees:** all other fees at the rates approved by the Columbia County Board of County Commissioners, as provided in Paragraph 7.02.

7.02 Other Fees.

All fees not specifically set forth in Paragraph 7.01 shall remain at the rates approved by the Columbia County Board of County Commissioners, as amended from time to time. A copy of the current fee schedule is attached as **Exhibit C**. The County shall give the City Representative written notice of any amendment to the fee schedule that affects charges to the City.

7.03 Invoices.

The County shall invoice the City monthly in arrears. Each invoice shall itemize the number of Officer days, the number of animal care days by animal, the number of rescue transfers, veterinary charges with supporting documentation, other fees, and any credits due to the City.

7.04 Payment.

The City shall pay each undisputed invoice within thirty (30) days after receipt. If the City disputes any portion of an invoice, it shall pay the undisputed portion and notify the County Representative in writing of the disputed amount and the basis for the dispute within fifteen (15) days after receipt, and the Parties shall resolve the dispute pursuant to Section 13.

7.05 Appropriation.

The City's payment obligations pursuant to this Agreement are subject to the annual appropriation of funds by the City Council for each fiscal year in which Contract shall be effective. The City represents that it has budgeted or will budget sufficient funds to pay the anticipated charges arising from this Agreement. For budgeting purposes only, the Officer charge for the 180-day period comprising the Full Term is $43,200.00, exclusive of animal care, rescue transfer, veterinary, and other charges, which will vary with use.

SECTION 8. LIABILITY AND INSURANCE

8.01 Responsibility for Own Acts.

Each Party shall be responsible for the negligent or wrongful acts or omissions of its own officers, employees, and agents, to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

8.02 Sovereign Immunity.

Nothing in this Agreement shall be construed as a waiver by either Party of its sovereign immunity, or of the limits of liability set forth in Section 768.28, Florida Statutes, or as consent by either Party to be sued by third parties. Nothing in this Agreement shall be construed as an agreement by either Party to indemnify the other or to assume liability for the acts or omissions of the other or of any third party, including any Service Provider.

8.03 Insurance.

Each Party shall maintain, throughout the Full Term, general liability, automobile liability, and workers' compensation coverage, through commercial insurance or a self-insurance program, in amounts sufficient to cover its obligations arising from this Agreement and applicable law.

8.04 Privileges and Immunities.

Pursuant to Section 163.01(9)(a), Florida Statutes, all privileges and immunities from liability, exemptions from laws, ordinances, and rules, and all pension, relief, disability, workers' compensation, and other benefits that apply to County officers and employees when performing their duties within the territorial limits of the County shall apply to them to the same degree and extent while performing their duties pursuant to this Agreement within the City Limits.

SECTION 9. COMPLIANCE WITH LAW

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations in performing its obligations pursuant to this Agreement.

SECTION 10. PUBLIC RECORDS

Each Party shall comply with Chapter 119, Florida Statutes, with respect to public records created or received in connection with this Agreement. Each Party shall be responsible for responding to public records requests directed to it, and shall promptly forward to the other Party any request for records that are in the custody of the other Party.

SECTION 11. TERMINATION

11.01 Termination for Convenience.

Either Party may terminate this Agreement for any reason upon sixty (60) days' prior written notice to the other Party.

11.02 Termination for Cause.

Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure the breach within twenty (20) days after receiving written notice specifying the breach, or, if the breach cannot reasonably be cured within that period, fails to begin a cure within that period and diligently pursue it to completion.

11.03 Effect of Termination.

Upon expiration or termination, the City shall pay the County for all services rendered through the date of expiration or termination, together with all charges for animals remaining in County custody as provided in Paragraph 3.04. Within ten (10) days after expiration or termination, the County shall provide the City with an inventory of all animals from the City Limits then in County custody.

SECTION 12. NOTICES

All notices arising from this Agreement shall be in writing and shall be delivered by hand, by certified mail (return receipt requested), or by nationally recognized overnight courier, with a courtesy copy by e-mail, to the following addresses, or to such other address as a Party may designate by notice:

If to the County:	**If to the City:**
Columbia County, Florida Attn: County Manager P.O. Box 1529 Lake City, Florida 32056-1529 E-mail: DKraus@ColumbiaCountyFla.com With a copy to: Columbia County – County Attorney P.O. Box 550 Lake City, Florida 32056 Email: JForeman@ColumbiaCountyFla.com	City of Lake City, Florida Attn: City Manager 205 North Marion Avenue Lake City, Florida 32055 E-mail: RosenthaD@LCFla.com With a copy to: Lake City – City Attorney 205 North Marion Avenue Lake City, Florida 32055 Email: MartinC@LCFla.com

Notice shall be effective upon receipt or refusal of delivery.

SECTION 13. DISPUTE RESOLUTION

The Parties shall first attempt to resolve any dispute arising from this Agreement through good-faith discussions between the County Representative and the City Representative. Any dispute not so resolved shall be subject to the procedures of the Florida Governmental Conflict Resolution Act, Chapter 164, Florida Statutes, before either Party files suit, except where emergency injunctive relief is necessary to protect public health or safety or animal welfare.

SECTION 14. GENERAL PROVISIONS

14.01 Independent Parties.

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties. Neither Party shall have authority to bind the other except as expressly provided herein.

14.02 No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties. No Service Provider, animal owner, or other person shall have any right or claim arising from this Agreement.

14.03 Assignment.

Neither Party may assign or delegate its rights or obligations arising from this Agreement without the prior written consent of the other Party, except that the County may use its contracted veterinarian, rescue organizations, and holding facilities as provided herein.

14.04 Amendment.

This Agreement may be amended only by a written instrument executed by both Parties with the same formality as this Agreement and filed in accordance with Section 163.01(11), Florida Statutes.

14.05 Entire Agreement.

This Agreement, including its Exhibits, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, proposals, term sheets, and understandings, whether written or oral.

14.06 Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect, provided the essential purpose of this Agreement is not defeated.

14.07 Governing Law and Venue.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action

arising from this Agreement shall lie exclusively in the state courts located in Columbia County, Florida.

14.08 Waiver.

The failure of either Party to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of that provision or of any other provision.

14.09 Joint Preparation.

This Agreement has been negotiated and prepared jointly by the Parties and shall not be construed more strictly against either Party.

14.10 Headings.

Headings are for convenience only and shall not affect the interpretation of this Agreement.

14.11 Survival.

Paragraphs 3.04, 5.06, 5.07, 5.10, 7.03, 7.04, and 11.03 and Sections 8, 10, and 13 shall survive the expiration or termination of this Agreement.

14.12 Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall be deemed originals to the extent permitted by Chapter 668, Florida Statutes.

14.13 Authority.

Each Party represents that this Agreement has been approved by its governing body and that the individual executing this Agreement on its behalf is duly authorized to do so.

14.14 Exhibits.

The following Exhibits are attached and incorporated into this Agreement: Exhibit A (Rate Schedule); Exhibit B (Transfer of Custody Form); and Exhibit C (Columbia County Animal Enforcement Fee Schedule).

[REMAINDER OF PAGE INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

COLUMBIA COUNTY, FLORIDA

ATTEST:

_____

James M. Swisher, Jr.,
Clerk of the Circuit Court
and Ex Officio Clerk to the Board
of County Commissioners

BOARD OF COUNTY COMMISSIONERS
OF COLUMBIA COUNTY, FLORIDA

By: _____
Tim Murphy, Chair
Date: _____

Approved as to form and legal sufficiency:

_____
Joel Foreman, County Attorney

CITY OF LAKE CITY, FLORIDA

ATTEST:

_____

Audrey E. Sikes, City Clerk

CITY OF LAKE CITY, FLORIDA

By: _____
Noah E. Walker, Mayor
Date: _____

Approved as to form and legal sufficiency:

_____
Clay Martin, City Attorney

EXHIBIT A

RATE SCHEDULE

Service	Rate	Notes
Animal Enforcement Officer (one Officer)	$240.00 per day	Seven days per week, including holidays. Includes after-hours on-call response meeting call-out criteria. 180-day Full Term total: $43,200.00.
Animal care (County Facility)	$20.00 per animal per day	Each animal taken from the City Limits and housed at a County Facility, including animals received from Service Providers and animals under legal hold.
Transfer to rescue	$300.00 per animal	Each animal not claimed by its owner after the Legal Hold Period.
Veterinary services	Actual cost	All animals are seen by the County-contracted veterinarian. City pays all medical fees and prescribed medications.
All other fees	Per BOCC fee schedule	At rates approved by the Columbia County Board of County Commissioners (Exhibit C), as amended.

EXHIBIT B

TRANSFER OF CUSTODY FORM

Abandoned Animal — Section 705.19, Florida Statutes — City of Lake City

Section 1 — Service Provider	
Name of licensed veterinarian or boarding kennel	
Type: ☐ Licensed veterinarian (license no. _____) ☐ Bona fide boarding kennel	
Address and phone	
Authorized representative (print)	

Section 2 — Owner and Notice	
Owner / agent name, last known address, phone	
Date animal placed with Service Provider; purpose (treatment / boarding / other care)	
Date written notice given; method (certified mail, etc.); tracking no.	
Number of days elapsed since notice (must be more than 10)	
Any response from owner or agent?	

Section 3 — Animal	
Species / breed / sex / color / approximate age	
Name / microchip no. / tag no.	
Rabies vaccination status	
Current conditions, treatment, and medications	
Bite history, behavior, or handling warnings	
If a cat: emergency basis under Section 4.5	

Section 4 — Records Delivered (check all)	
Records	☐ Copy of written notice ☐ Proof of delivery or mailing ☐ Intake / boarding agreement ☐ Medical records ☐ Vaccination certificate ☐ Other: _____

Section 5 — Condition at Transfer (County Officer)	
Observed condition	
Photographs taken? / Veterinary evaluation required?	
County impound / animal ID no.	

The undersigned Service Provider certifies that the animal described above was placed in its custody by the owner or the owner's agent for treatment, boarding, or other care; that written notice was given to the owner or agent at his or her last known address on the date stated above;

that more than ten (10) days have elapsed since that notice without the owner or agent reclaiming the animal; and that the animal has been abandoned within the meaning of Section 705.19, Florida Statutes. The Service Provider transfers custody of the animal to Columbia County Animal Enforcement and certifies that the information and records provided are true and complete. County custody begins upon the County Officer's signature below.

Service Provider	**Columbia County Animal Enforcement**
Signature: _____ Printed name: _____ Date / time: _____	Signature: _____ Officer name / ID: _____ Date / time: _____

EXHIBIT C

COLUMBIA COUNTY ANIMAL ENFORCEMENT FEE SCHEDULE

Type	Item Name	Price
Fees / Fines	10 Bite Quarantine- ACO p/u	$250.00
Fees / Fines	10 Bite Quarantine, no p/u	$200.00
Fees / Fines	BITE QUARANTINE	Variable
Fees / Fines	Daily Boarding	$20.00
Fees / Fines	Dangerous Dog (as Provided by FL. St. Stat.) (CO 18.75.1)	$500.00
Fees / Fines	Dumping Animals (CO 18.85)	$50.00
Fees / Fines	Female Dog/Cat In Heat (CO 18.86)	$50.00
Fees / Fines	Interference with Animal Control Officer (CO 18.88)	$100.00
Fees / Fines	Nuisance Animal (CO 18-75)	$50.00
Fees / Fines	Rabies Violation (CO 18-79)	$50.00
Fees / Fines	Surcharge Each Violation Fl. St. Statute	$5.00
Fees / Fines	Surrender of Animal for Quarantine or Destruction (CO 18-83)	$100.00
Fees / Fines	Surrender of Carcass of Rabid Animal (CO 18-84)	$100.00
Medications	Misc. Vaccines (DAPP/Bord)	$5.00
Medications	Rabies (1-year)	$25.00
Services	ACO p/u after hours first incident	$100.00
Services	ACO p/u- after hours all subsequent incidents after first	$150.00
Services	ACO Pick-up- first incident	$50.00
Services	ACO Pick-up- second incident	$100.00
Services	ACO Pick-up- third incident	$150.00
Services	Owner Surrender- NOT vaccinated	$100.00
Services	Owner Surrender- Vaccinated	$70.00

File Attachments for Item:

17. City Council Resolution No. 2026-126 - A resolution of the City of Lake City, Florida, approving that certain agreement between the City and Odyssey Manufacturing Co., a Delaware Corporation, to furnish and supply bulk liquid sodium hypochlorite to the City's Water and Wastewater Treatment Plants; making certain findings of fact in support of the City approving said agreement; recognizing the authority of the Mayor to execute and bind the City to said agreement; directing the Mayor to execute and bind the City to said agreement; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: Chemicals for Water Treatment and Waste Water Treatment Plant (Piggyback Bay County)

DEPT / OFFICE: Water Treatment Plant-Waste Water Treatment Plant

Originator: Brenda Karr

City Manager	Department Director	Date
Don Rosenthal	Mike Osborn / Cody Pridgeon	9/10/2026

Recommended Action:

Establish Piggyback contract to supply bulk liquid sodium hypochlorite for Treatment Plants off of contract established by Bay County 26-37

Summary Explanation & Background:

ITB 26-37 was done by Bay County for liquid sodium hypochlorite. Our current Piggyback contract is set to expire soon. Contract was awarded to Odyssey by the Bay County Commissioners on August 4, 2026 with contract commencing on October 1, 2026 and continue in effect through September 30,2027; with three (3) additional one (1) year option to renew if agreed upon by mutual agreement. We currently pay $1.69 with the piggyback contract ending, the new contract price will be $1.75 per gallon. Procurement has conducted market research and determined that more favorable pricing is available through an existing contract with higher overall usage volume. Based on this analysis, it is in the City's best interest to utilize this contract, as the aggregated purchasing power results in better pricing than what the City would receive through issuing its own solicitation.

Alternatives:

Not accept to Piggyback off Bay County awarded by 26-37.

Source of Funds:

410.72.536-030.52 / 410.74.536-030.52
Projected cost exceeds approval by City Manager's $35,000.00 threshold, will need Council approval.

Financial Impact:

Budgeted in 52 account each Fiscal Year.

Exhibits Attached:

Piggyback-Contract, Odyssey Letter, Bay County Contract

CM/rrp
09/29/2026

RESOLUTION NO 2026-126

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA APPROVING THAT CERTAIN AGREEMENT BETWEEN THE CITY AND ODYSSEY MANUFACTURING CO., A DELAWARE CORPORATION, TO FURNISH AND SUPPLY BULK LIQUID SODIUM HYPOCHLORITE TO THE CITY'S WATER AND WASTEWATER TREATMENT PLANTS; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY APPROVING SAID AGREEMENT; RECOGNIZING THE AUTHORITY OF THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; DIRECTING THE MAYOR TO EXECUTE AND BIND THE CITY TO SAID AGREEMENT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Procurement Policies & Procedures Manual (the "City Purchasing Policies") of the City of Lake City (the "City") provides certain items may be purchased based upon competitively solicited contracts awarded by other governmental entities; and

WHEREAS, the City has a need for liquid sodium hypochlorite to be furnished and delivered to its water and wastewater treatment plants (the "Products"); and

WHEREAS; Bay County Board of County Commissioners, a political subdivision of the State of Florida ("Bay County"), negotiated a contract with Odyssey Manufacturing Co., a Delaware corporation (the "Vendor") to supply the Products pursuant to Invitation to Bid Number 26-37 Liquid Sodium Hypochlorite; and

WHEREAS, the City Manager has determined for purposes of economy in procurement, to conserve resources, and pursuant to the City Purchasing Policies, the City will rely on the competitively solicited contract awarded for the Products by Bay County; and

WHEREAS, the Vendor desires to enter into a contract with the City to provide to the City the Product on such terms and conditions as the Vendor has contracted with Bay County; and

WHEREAS, the City similarly desires to enter into such a contract with the Vendor in the form of the Exhibit attached hereto (the "Agreement"); and

WHEREAS, engaging the Vendor to provide the Products is in the public interest and in the interests of the City; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Engaging the Vendor to provide the Products in the Agreement is in the public or community interest and for public welfare; and
2. In furtherance thereof, the Agreement in the form of the Exhibit attached hereto should be

and is approved by the City Council of the City of Lake City; and

3. The Mayor of the City of Lake City is the officer of the City duly designated by the City's Code of Ordinances to enforce such rules and regulations as are adopted by the City Council of the City of Lake City; and
4. The Mayor of the City of Lake City is authorized and directed to execute on behalf of and bind the City to the terms of the Agreement; and
5. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and
6. This resolution shall become effective and enforceable upon final passage by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

EXHIBIT TO RESOLUTION

GENERAL PIGGYBACK PURCHASING AGREEMENT

This General Piggyback Purchasing Agreement (the "Agreement") is entered into by and between the City of Lake City, Florida, a Florida municipal corporation, with its address at 205 N Marion Avenue, Lake City, FL 32055, and:

Odyssey Manufacturing CO
1484 Massaro Blvd
Tampa, FL 36619

(the "Vendor").

WITNESSETH:

WHEREAS, on **August 4, 2026, Bay County** (the "Original Procuring Government") awarded **ITB 26-37 Liquid Sodium Hypochlorite** to Vendor for the performance of services and/or the sale and purchase of goods as described therein, a copy of which is attached hereto and incorporated herein as Composite Exhibit 'A' (the "Original Procurement Bid and Contract"); and

WHEREAS, the City is in need of a similar performance of services and/or is in need to purchase a similar set of goods as described in the Original Procurement Bid and Contract; and

WHEREAS, the Vendor is willing to provide "piggyback" services and/or goods to the City on the same terms and conditions as those offered to the Original Procuring Government, as outlined in the Original Procurement Bid and Contract documents;

NOW THEREFORE, in exchange for the mutual promises contained herein, the sufficiency of which is acknowledged, the City and Vendor agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals, deemed by the parties to be true and correct, are incorporated herein by reference.

2. **General.**

   a. **Terms of Agreement.** This is a piggyback purchasing *Agreement.* The terms and conditions of this *Agreement* shall be the same as those specified in Composite Exhibit 'A', specifically including:

      i. All instructions to bidders and general information in the Original Procurement Bid and Contract Documents;

      ii. All special conditions of the Original Procurement Bid and Contract Documents;

      iii. All definitions of terms contained in the Original Procurement Bid and Contract Documents;

      iv. All specifications, scopes of services, and/or descriptions of goods to be sold are contained in the Original Procurement Bid and Contract Documents;

v. All addenda to the Original Procurement Bid and Contract Documents;

vi. All insurance requirements are outlined in the Original Procurement Bid and Contract Documents.

vii. All safety requirements outlined in the Original Procurement Bid and Contract Documents; and

viii. All responses of the Vendor in the Original Procurement Bid and Contract Documents, including all affidavits and statements of the Vendor required by law, which the Vendor: (A) affirms to continue to be accurate and correct as of the date of this *Agreement*; or (B) has updated with supplemental information and provided the same to the City in advance of this *Agreement*, in a form which the City finds acceptable;

Unless such terms are expressly modified herein to conform to City-specific standards and requirements, all references in Composite Exhibit 'A' to the Original Procuring Government, the Original Procuring Government's governing body, specific departments of the Original Procuring Government and the like or equivalent shall be replaced with the "City of Lake City, Florida," the "City Council of the City of Lake City, Florida," specific City Departments, and the like or equivalent.

b. **Purchasing Authority.** The City is authorized to enter into this purchasing *Agreement* as a matter of home rule under Section 2(b) of Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes. This purchasing *Agreement* is subject to all budgeting and legal requirements of the *Code of Ordinances of the City of Lake City, Florida, the Charter of the City of Lake City, Florida, and the Florida Statutes. The City* ratifies the bidding process performed by the Original Procuring Government as being full, fair, and representative of the quantity and quality of bids that would be received by the City if written quotations were obtained or an advertisement for bids were published.

c. **Resolution of Conflicting Terms.** To the extent there is any conflict between this *Agreement* and the Original Procurement Bid and Contract, (1) the text of this *Agreement* shall control and (2) the text of the solicitation issued by the Original Procuring Government shall control over the Original Procuring Government's contract with the vendor excepting any express items where the original procurement documents should control or where the City believes the other government's contract should control over the bid documents.

3. **Period of Performance; Renewal Periods.** The period of performance of this *Agreement* is from the date of execution by both parties through the end of the initial term of the Original Procurement Bid and Contract, **September 30, 2027.** The Original Procurement Bid and

Contract provides for **three (3) renewals of one (1) year** extensions of the initial term. This *Agreement* may be renewed as provided for in the Original Procurement Bid and Contract at the option of the City.

4. **Invoices.** Invoices for services shall be sent to: City of Lake City Finance Department, Attn: Accounts Payable, 205 N Marion Avenue, Lake City, Florida 32055, or emailed to accountspayable@lcfla.com. Payments shall be made to the Vendor in accordance with the *Florida Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes.

5. **Price for Services.** The price for the Vendor's performance of the scope of services, and the City's purchase of goods, shall remain the same as stated in the Original Procurement Bid and Contract.

   The City reserves the right to modify prices after this Agreement has been in effect for the initial period, when it is in the best interest of the City of Lake City. Price adjustments may be determined using an appropriate price index, if such an index is standard in the Vendor's industry dealings and/or in government transactions within the City of Lake City, Columbia County, or the State of Florida. The Vendor agrees to notify the City if the original procuring government adjusts prices for work performed or goods sold under the original procurement bid and contract, along with the reasons for any such increase or decrease.

6. **Sovereign Immunity; Limitation of Liability.** The city is a sovereign Florida municipal government. Nothing contained in this *Agreement*, nor any City indemnification made herein, if any such indemnification exists, is intended or shall be construed to waive the City's sovereign immunity. With respect to the matter of compensation for work performed or the price of goods sold, the parties agree that the total liability of the City to the Vendor shall not exceed the agreed-upon price established in each order issued hereunder. For all other matters, the parties agree that the total liability of the City to the Vendor shall not exceed the City's limits of liability as set forth in § 768.28(5) of the Florida Statutes in effect as of the date of this *Agreement*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability, or otherwise.

7. **Public Records.** Contractor shall generally comply with Florida's public records laws, and specifically, Contractor shall:

   a. Keep and maintain public records required by the City to perform and/or provide the service or services contracted for herein.

   b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that 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 term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Audrey E. Sikes, City Clerk,
City of Lake City, Custodian of Public Records
At 386-719-5756 or SikesA@lcfla.com
Mailing Address
205 North Marion Avenue,
Lake City, FL 32055.

8. **Liability and Insurance.**

a. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit B, attached hereto and incorporated herein by reference.

b. **Indemnification.** Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the City, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of

Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the City.

c. **Liability.** Neither the City nor the Contractor shall make any express or implied agreements, guarantees, or representations, nor incur any debt in the name of or on behalf of the other Party. Neither the City nor the Contractor shall be bound by or held liable for any agreements or representations made by the other that are not expressly authorized hereunder. The City shall have no liability or responsibility for any damage to any person or property directly or indirectly resulting from the Contractor's operation of its business, whether caused by Contractor's negligence, willful actions, or failure to act.

d. **Contractor's Taxes.** The City will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the City in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of the Contractor.

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

EXHIBIT TO RESOLUTION

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

ODYSSEY MANUFACTURING CO.

_____

By _____, its _____

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____

Audrey Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____

Clay Martin, City Attorney

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____

Noah E. Walker, Mayor

COMPOSITE EXHIBIT “A”
ORIGINAL PROCUREMENT BID AND CONTRACT

EXHIBIT "A"

Bay County Board of County Commissioners
Agenda Item Summary

Contract 26-37 Liquid Sodium Hypochlorite

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:**
Utility Services Mike Allen, Utility Services Director	August 04, 2026

REQUESTED MOTION/ACTION:
Board award Contract 26-37 Liquid Sodium Hypochlorite to Odyssey Manufacturing Company in the amount of $1.75 per gallon for a one-year contract with three additional one-year renewal options and authorize the chairman to execute the contract.

AGENDA	**BUDGETED ITEM?** Yes
Consent Agenda	BUDGET ACTION: none needed FINANCIAL IMPACT SUMMARY STATEMENT: Budgeted in the FY26 approved budget

BACKGROUND:

Liquid Sodium Hypochlorite is a disinfection agent used in the treatment of potable water. Invitation to Bid (ITB) 26-37 Liquid Sodium Hypochlorite was advertised on June 9, 2026. The following bids were received and opened on July 14, 2026.

Vendor	**Price Per Gallon**
Odyssey Manufacturing Company	$1.75
Allied Universal Corporation	$1.98
Brenntag Mid-South, Inc.	No Bid
Pencco, Inc.	No Bid
Univar Solutions USA LLC	No Bid

Staff has evaluated the bids and Odyssey Manufacturing Company was the lowest, responsive, responsible bidder. The draft contract is attached as **(Exhibit 1)**.

ATTACHMENTS:

BOARD OF COUNTY COMMISSIONERS

DANIEL RAFFIELD
DISTRICT I

ROBERT CARROLL
DISTRICT II

DOUG CROSBY
DISTRICT III

DOUGLAS MOORE
DISTRICT IV

CLARA PEASE
DISTRICT V

JOEL B. SCHUBERT
COUNTY MANAGER

Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619

PROJECT DESCRIPTION: 26-37 Liquid Sodium Hypochlorite

Bay County has considered the proposal submitted by you for the above described work in response to its Invitation to Bid (ITB) 26-37 dated July, 8, 2026. You are hereby notified that your proposal has been accepted for Liquid Sodium Hypochlorite in the amount of $1.75 per gallon.

You are required by the ITB to execute the Agreement and furnish the required certificates of insurance (naming Bay County BOCC as additional insured, primary, non-contributory with waiver of subrogation) within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and certificates of insurance within ten (10) calendar days from the date of this Notice, Bay County will be entitled to consider all your rights arising out of Bay County's acceptance of your proposal as abandoned. Bay County will be entitled to such other rights as may be granted by law.

Dated this 10th day of August, 2026

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: Karen Sindle

Title: Chief Procurement Officer

cc: Clerk

EXHIBIT "A"

26-37
LIQUID SODIUM HYPOCHLORITE

This Contract, dated August 4, 2026 is between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Odyssey Manufacturing Co., located at 1484 Massaro Blvd., Tampa, FL 33619 ("Vendor").

1. Scope of Work

The County desires to hire the Vendor to provide all supervision, equipment, materials and supplies to provide liquid sodium hypochlorite to the County Utility Services Department water and wastewater treatment facilities. The Bay County Water Treatment Plant is located at 3400 Transmitter Road, Panama City, FL 32404, the Military Point Advanced Wastewater Treatment Plant is located at 100 Lagoon Road, Tyndall Air Force Base, FL 32403, and the North Bay Wastewater Treatment Plant is located at 1121 Fred Anderson Road, Panama City, FL 32409.

The Vendor hereby agrees to provide Liquid Sodium Hypochlorite to the County in accordance with **Exhibit 1** Sodium Hypochlorite Specifications**.** The Vendor hereby agrees to provide the goods to the County according to Invitation to Bid (ITB) 26-37 said documents being incorporated into this agreement as if fully set out herein, and the Vendor's response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this Agreement.

2. Term

The term of the contract shall commence **October 1, 2026** and continue in effect through **September 30, 2027**. Upon mutual agreement between the County and Vendor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions.

No price adjustments may be allowed during the initial proposed term of the contract. Price increases will be considered after the initial proposed term if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of the contract.

3. Contract Price

The County shall pay the Vendor for goods provided in accordance with the Florida Prompt Payment Act of the Florida Statutes, Chapter 218.70, upon receipt of the Vendor's invoice and written approval of same by the County's Designated Representative indicating that goods have been delivered in conformity with this Agreement.

The Vendor shall invoice the County based on the Vendor's proposal cost of **$1.75** per gallon of liquid sodium hypochlorite as described in this agreement and ITB 26-37.

4. **Payments**

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 10th day of the following month. If the Vendor cannot submit their monthly invoice on time, the Vendor shall notify the County, prior to the due date the reason for the delay and the planned submittal date.

INVOICE REQUIREMENTS: All invoices are required to have the following information included:

Vendor's name
Invoice number
Invoice date
Contract/Project Number
Purchase Order Number
Dates of service (mm/dd/yy-mm/dd/yy)
Locations, gallons delivered and price
Total amount of the invoice

5. Independent Contractor

The Vendor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Vendor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Vendor's Personnel

Vendor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Vendor. The direction of the work of Vendor's employees shall be under the exclusive control of Vendor. If the County objects to the presence or performance of any employee of Vendor, Vendor shall remove such employee from County premises.

7. Cooperation

Vendor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Vendor will cooperate with the County Utility Services Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Vendor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law. Specifically, the Vendor shall:

Keep and maintain public records required by the County in order to perform the service;

Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

Ensure that 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 if the Vendor does not transfer the records to the County.

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

The Vendor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. **Public Records Custodian**

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to this contract contact the Custodian of Public Records, at (850) 248-8145, publicrecords@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. Inspector General

The parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s. 20.055(5), Florida Statutes. "(5) It is the duty of every state officer, employee, agency, special

district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section."

12. County Representative

The County Utility Services Director or a designee has authority to designate the work to be done by Vendor, to inspect such work, and to resolve questions which arise between the parties. The Vendor or the Vendor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

General Laws: Vendor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Vendor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Vendor shall provide proof of such compliance to the County.

Illegal Alien Labor: Vendor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Vendor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Vendor that the subcontractor is in compliance with such laws. Vendor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify and will require the same of any subcontractors. Vendor shall pay all cost incurred to initiate and sustain the verification programs.

14. E- Verify.

As a condition precedent to entering into this agreement, and in compliance with Section 448.095, Fla. Stat., Vendor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees.

Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this agreement.

The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

The County, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Vendor acknowledges that upon termination of this agreement by the County for a violation of this section by Vendor, Vendor may not be awarded a public contract for at least one (1) year. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Subcontracts. Vendor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower tier subcontracts. Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

15. Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a vendor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submission of a proposal in response to this document, the vendor certifies compliance with the above requirements as stated in Section 287.133, Florida Statutes.

16. Scrutinized Companies

Vendor must certify that the company is not participating in a boycott of Israel.

Vendor must also certify that Vendor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the County will not contract for the provision of goods or services with any scrutinized company referred to above.

Vendor must submit the certification attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor of the County's determination concerning the false certification. The Vendor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor does not demonstrate that the County's determination of false certification was made in error then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

17. Antitrust Violations; Denial or Revocation

Pursuant to § 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract or agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or apply for a new contract or agreement with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract or agreement with a public entity; and may not transact new business with a public entity. By entering this Agreement, Vendor certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the County consistent with § 287.137, Florida Statutes, as amended.

18. Insurance

During the term of this Contract, Vendor will purchase and maintain insurance and comply with the Bay County Insurance Requirements, which are attached as **Exhibit 3** to this Contract and incorporated by reference.

19. Hold Harmless and Indemnification

To the extent provided by law, the Vendor shall indemnify, defend, and hold harmless the County including the County's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of the Vendor or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by the Vendor hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes.

The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall

the same be construed to constitute agreement by the Vendor to indemnify the County for the negligent acts or omissions of the County, its officers, agents, or employees, or third parties.

The parties understand and agree that such indemnification by the Vendor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter.

The Vendor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

If the above indemnity or the defense provisions contained herein or any part of those provisions are limited by Florida Statutes Sec. 725.06(1), or any other applicable law, then with respect to the part so limited, the monetary limitation on the extent of the indemnification shall be the greater of (1) the monetary value of the Contract, (ii) coverage amount of Commercial General Liability Insurance required under the Contract; or (iii) $1,000,000.00.

This Section survives termination or expiration of this Contract.

20. Duty to Pay Defense Costs and Expenses

The Vendor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Vendor's performance of the Contract and in which the County has prevailed.

The County shall choose its legal defense team, experts, and consultants and invoice the Vendor accordingly for all fees, costs and expenses upon the conclusion of the claim.

Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

This Section survives termination or expiration of this Contract.

21. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Utility Services Department
Attn: Mike Allen
3410 Transmitter Road
Panama City, FL 32404

For the Vendor:
Odyssey Manufacturing Co.
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

With a copy to:
Bay County Board of County Commissioners
Attn: County Manager
840 W. 11th Street
Panama City, FL 32401

22. Assignment

Vendor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

23. Successors and Assigns.

This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

24. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

25. No Waiver

The waiver by the County of, or the County's failure to demand strict performance of, any obligation of Vendor shall not be construed to waive or limit the full and faithful performance by the Vendor of another of its obligations or of the same obligation in the future.

26. Administrative, Contractual, or Legal Remedies

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the local government and the Vendor, arising out of or relating to this contract, or the breach of it, will be decided by arbitration, if the parties mutually agree, or in a Florida court of competent jurisdiction.

27. Termination for Cause and for Convenience

This contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given: (a) Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent

to terminate; and (b) An opportunity for consultation with the terminating party prior to termination.

This contract may be terminated in whole or in part in writing by the local government for its convenience, provided that the other party is afforded the same notice and consultation opportunity specified in l (a) above. If termination for default is effected by the local government, an equitable adjustment in the price for this contract shall be made, but no amount shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the vendor at the time of termination may be adjusted to cover any additional costs to the local government because of the vendor's default.

If termination for convenience is effected by the local government, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice. For any termination, the equitable adjustment shall provide for payment to the vendor for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the vendor relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.

Upon receipt of a termination action under paragraphs (a) or (b) above, the vendor shall promptly discontinue all affected work (unless the notice directs otherwise) and deliver or otherwise make available to the local government all data, drawings, reports specifications, summaries and other such information, as may have been accumulated by the vendor in performing this contract, whether completed or in process.

Failure of the Vendor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Vendor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Vendor of such non-compliance.

28. Advertising

Subject to Chapter 119, Florida Statutes, Vendor will not publicly disseminate any information concerning the Agreement without prior written approval from the County, including, but not limited to mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

29. Use of County Logo

Pursuant to, and consistent with, Bay County Ordinance 2-150, Vendor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of Bay County, Florida.

30. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The bid form and attachments are next.
c. The initial bid provisions are final priority.

31. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

32. Governing Law & Venue

The parties hereby agree that the only laws that apply to this Contract are those of the State of Florida and U.S. Government. The parties waive the privilege of venue and agree that all litigation between them in the state courts will take place exclusively in the Fourteenth Judicial Circuit in and for Bay County, Florida and that all litigation between them in the federal courts will take place exclusively in the United States District Court or United States Bankruptcy Court for the Northern District of Florida. Mediators must be certified by the State of Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of this 20th day of August, 2026.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
Clara Y. Pease, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

ODYSSEY MANUFACTURING CO.

By: _____
(Authorized Representative)

Its: General Manager

State of FLORIDA
County of HILLSBOROUGH

This Contract was acknowledged and subscribed before me the undersigned notary this 10TH day of AUGUST, 2026, by PATRICK ALLMAN, as GENERAL MANAGER of ODYSSEY MANUFACTURING and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

Exhibits:
1. Sodium Hypochlorite Specifications
2. Vendor's Response to ITB 26-37
3. Insurance Requirements

CHRISTOPHER SALVATORE CASTELLANO
Notary Public - State of Florida
Commission # HH 698000
My Comm. Expires Jul 14, 2029
Bonded through National Notary Assn.

EXHIBIT 1
LIQUID SODIUM HYPOCHLORITE
BID SPECIFICATIONS

GENERAL REQUIREMENT

The intent and purpose of this specification document (the "Specification") is for the Vendor to furnish and deliver liquid sodium hypochlorite (12.5 Trade Percent Available Chlorine) FOB destination in accordance with the American Water Works Association's (AWWA's) Standard B300-10 for hypochlorite, except as modified or supplemented herein, to the Bay County Utility Services Department.

DELIVERY REQUIREMENTS

Vendor shall make "normal" deliveries within two (2) calendar (i.e., not "working" days) days after receipt of order and must make "emergency" deliveries within 24 hours. An emergency delivery is defined as a delivery which is necessary in order to prevent Bay County from running out of sodium hypochlorite in less than 24 hours. Bay County shall endeavor to minimize the number of "emergency" deliveries.

All deliveries of liquid sodium hypochlorite shall be freight prepaid, F.O.B. to each Bay County facility.

Delivery time of day shall be arranged upon placement of order. Deliveries made to unmanned facilities must be coordinated with Bay County so the driver can gain access to the facility.

All deliveries of liquid sodium hypochlorite shall be made by properly cleaned carrier tank truck to the locations specified in paragraph 5 below.

Packaging and shipment of liquid sodium hypochlorite shall conform to all current regulations of the State of Florida, the United States Department of Transportation and all other applicable regulatory agencies.

All delivery personnel must have company cell phones to facilitate deliveries to unmanned and manned facilities. Experience has shown this to be critical to effective coordination of deliveries to the various Bay County facilities.

Bay County reserves the right to change quantities and delivery dates at its discretion with a 24-hour notice.

The Vendor shall be responsible for pumping liquid sodium hypochlorite into the storage tanks at the delivery sites and shall provide all necessary hoses, fittings, air-padding, pumps, etc. required to safely and efficiently "offload" the liquid sodium hypochlorite into designated storage tanks. Vendor shall be responsible for ascertaining the correct storage tanks and fill point locations to prevent accidental discharge of the product into the wrong storage tank(s).

The Vendor shall be responsible for any spills resulting from the failure of its or its subcontractor's delivery equipment or from failure of attendant delivery personnel in the proper performance of their duties. Proper performance shall require attendant delivery personnel's constant inspection and observation of unloading operations and knowledgeable response to problems or emergencies, which would most commonly be expected to occur. Bay County reserves the right to refuse any and all deliveries made with equipment that is poorly maintained and/or leaking sodium hypochlorite.

The tanks or trailers shall be clean and free of residue that may contaminate the Vendor's product or impede the unloading process. It is the Vendor's responsibility to verify the cleanliness of the transporting equipment before loading. All appurtenant valves, pumps, and discharge hoses used for the delivery of sodium hypochlorite shall be supplied by the Vendor and shall be clean and free from contaminating material. Bay County may reject a load if the equipment is not properly cleaned. Vendor shall furnish Bay County an approved, leak-free connection device between the trailer and its intake receptacle. The Vendor shall observe the entire filling operation at each delivery site and shall immediately report any spills caused during the filling operations. The Vendor shall take immediate and appropriate actions to clean up any spilled liquid sodium hypochlorite. If the spill is not cleaned up, Bay County will hire a certified hazardous material handling company to clean up the spill, and the cost of such service will be charge to the Vendor and deducted from the amount due to the Vendor. If Bay County's unloading equipment such as pipe, valves or level indication and alarms should fail and the spillage is not the fault of the Vendor or its subcontractor, the Vendor shall be relieved of cleanup of the spill.

Delivery Shipments shall be rejected which fail to meet any of the requirements of the Specification. In the event a delivery shipment is rejected, upon notification to the Vendor that the shipment is rejected, Vendor shall be required to ship a replacement delivery to the affected location within four (4) hours from time of notification. Failure to provide replacement product that meets the Specification within the specified time period will constitute failure to comply with the delivery requirements set forth in this document.

DELIVERY LOCATIONS

Delivery sites and quantities are subject to deletions or additions as necessary to meet the water production demands of Bay County.

Split deliveries to multiple locations will be coordinated and accepted by Bay County to encourage economical delivery of product via bulk tankers dependent on storage capacities at time of delivery.

Liquid sodium hypochlorite consumption at each location is an estimate only and Bay County shall not be bound by these amounts in its contract with Vendor.

Delivery Locations:

Bay County Water Treatment Plant, 3400 Transmitter Road, Panama City, Florida, 32404. The water treatment plant has four (4) 8,000-gallon storage tanks. Approximate delivery requirement: 5,000 gallons every 7 days.

Military Point AWTF, 100 Lagoon Road, Tyndall AFB, FL 32403.
The Military Point AWTF has two (2) 1,200-gallon storage tanks. Approximate delivery requirement: 1,000 gallons every 4 weeks.

North Bay WWTF, 1121 Fred Anderson Road, Panama City, FL 32409
The North Bay WWTF has two (2) 2,550-gallon storage tanks. Approximate delivery requirement: 1,500 gallons every 4 weeks.

LOCATION	STORAGE CAPACITY	ESTIMATED ANNUAL QUANTITY
Bay County WTP 3400 Transmitter Road Panama City, FL 32404	4 - 8,000 GALLONS	200,000 GALLONS
Military Point AWTF 100 Lagoon Road Tyndall AFB, FL 32403	2 – 1,200 GALLONS	13,000 GALLONS
North Bay WWTF 1121 Fred Anderson Road Panama City, FL 32409	2 – 2,550 GALLONS	19,500 GALLONS

PRODUCT MATERIAL REQUIREMENTS
Hypochlorite supplied under this contract shall be tested and certified as meeting the Specification, the AWWA Standard B300-10 and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects.

It is the responsibility of the Vendor to inform Bay County that its NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification shall constitute sufficient grounds for immediate termination of the contract between Bay County and Vendor.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 120 Grams per Liter (GPL) available chlorine equivalent (a.k.a., 12.0 Trade Percent Available Chlorine) and shall be consistent as determined by chemical analysis.

Product shall be a clear straw colored liquid with no visible cloudiness, impurities, or sediment. It shall contain no soluble materials or organic substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water treated with the liquid sodium hypochlorite.

Liquid sodium hypochlorite delivered under this Specification shall have a minimum of 0.20 percent by weight sodium hydroxide and a maximum of 0.40 weight percent sodium hydroxide.

Liquid sodium hypochlorite delivered under this contract shall meet the following containment concentration limits:

Iron	< 0.3 mg/L
Copper	< 0.03 mg/L
Nickel	< 0.03 mg/L
Chlorate	< 2,000 mg/L
Bromate	< 20 mg/L
Perchlorate	< 20 mg/L

The delivery time of the shipment shall not exceed 72 hours from the time of manufacture of the liquid sodium hypochlorite.

The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1000 ml when applying the *"Suspended Solids Quality Test for Bleach Using the Vacuum Filtration"* Method co-developed by Dr. Bernard Bubnis of NovaChem and previously referenced in this Specification.

QUALITY ASSURANCE, SAFETY AND TRAINING

Sampling and Testing

All Sampling and Testing shall be in accordance with EPA and AWWA B300-10 standards and in accordance with the documents titled: "*The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration",* distributed by Powell Fabrication and Manufacturing, Inc. and available at http://www.powellfab.com.

The approved laboratories are listed below for all sampling and testing whether during the proposal period or after award. No other Laboratory shall be used unless expressly authorized as an Addendum to the proposal issued by Bay County amending the Specification or an amendment to the contract between Bay County and Vendor.

NovaChem Laboratories(formerly Novatek)
5172 College Corner Pike
PO Box 608
Oxford, Ohio 45056
Ph: 513-523-3605
Fax: 513-523-4025

Thornton Laboratories
1145 East Cass Street
Tampa, Florida 33602
Ph: 813-223-9702
Fax: 813-223-9332
Attn: Steve Thickett

Sampling and Testing Prior to Unloading: The Vendor's delivery trailer shall have a sample port to provide a sample for analysis. At the sole discretion of Bay County, the Vendor's delivery personnel (driver) may be asked to provide a sample of liquid sodium hypochlorite before the shipment is unloaded. Bay County will supply the sample container and the driver shall collect the sample from the tank truck and turn it over to Bay County. The sample shall be considered representative of the lot. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to quick analyses to ensure that it meets basic conditions of the specification with respect to specific gravity,

weight percent of sodium hypochlorite, sodium hydroxide, and suspended solids. Any lot tested by Bay County that fails to comply with the Specification shall constitute grounds for rejection of that lot. No payment shall be made for hypochlorite that is rejected. The Vendor or its subcontractors shall allow 60 minutes for this testing to be completed. If testing cannot be completed within the 60-minute period, Bay County shall allow the Vendor to unload the shipment. In the event that the load is rejected, the Vendor shall have four (4) hours to supply another shipment. In the event that the Vendor is unable or unwilling to supply another shipment within this time period, Bay County has the right to procure a shipment from another source and this will failure to deliver shall constitute a second rejection. Three rejections of a lot or shipment during any period of this contract shall constitute automatic termination of the Vendor's supply contract with Bay County.

Sampling and Test of Shipment after Unloading. Bay County reserves the right to subject samples of the liquid sodium hypochlorite to complete analyses to ensure that it meets EPA specifications, AWWA B300-10 specifications, and the Specification. Three failures during any period of this contract shall constitute automatic termination of the Vendor's supply contract with Bay County.

Certified Analysis. Vendor shall supply an affidavit, signed by a corporate designated official, certifying that the liquid sodium hypochlorite furnished by the Vendor, complies with all applicable requirements of this Specification and AWWA Standard B300-10, latest revision. The affidavit shall also indicate compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Manufacturer's Laboratory Delivery Reports

A certified report from the manufacturer shall be submitted for each liquid sodium hypochlorite delivery to Bay County.

The report shall contain the following data:

- Date and Time of Manufacture
- Percent by Weight Sodium Hypochlorite
- Percent by Weight Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No deliveries will be accepted by Bay County unless accompanied by said certified laboratory report for the specific batch of liquid sodium hypochlorite delivered showing the above data and that it conforms to the Specification. Regardless of whether at different delivery sites, failure to comply with this provision three (3) times during the contract period shall constitute sufficient grounds for termination of the contract between Bay County and Vendor.

Tank Cleanings

At any time during the performance of this Agreement, if Bay County has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tank, the Vendor shall cleanout the tank at no charge to Bay County within seven (7) days, unless such

timeframe is extended by Bay County. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant. The Vendor shall submit a procedure to Bay County for approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of Bay County. Failure of the Vendor to clean out the tank within seven (7) days after being served notice (or within any extension of this timeframe specified by Bay County) shall be cause for immediate termination of the sodium hypochlorite supply between Bay County and the Vendor.

OCCUPATIONAL HEALTH AND SAFETY

Vendor Safety Requirements

Vendor must ensure delivery personnel's compliance with all OSHA requirements, including personal protective equipment for Vendor delivery personnel, including without limitation chemical goggles, transparent face shield and hard hat, rubber gloves, rubber boots, and rubber or plastic-coated fabric apron or slicker suit. Vendor delivery personnel must wear at minimum, chemical goggles and rubber gloves when handling hoses and valves.

Vendor delivery personnel must remain within a safe proximity while the transfer is in progress and continuously monitor for leaking hoses, connections, or other problems. It is the responsibility of Vendor delivery personnel to contain leaks and to report any and all spills.

Safety Data Sheets. In compliance with Chapter 442 Florida Statutes, any chemical delivered from a Vendor, must be accompanied by a Safety Data Sheet (SDS).

Technical Assistance and Safety Training

Safe Handling and Equipment Operation Training.

On an annual basis, the Vendor shall provide an appropriate safe handling and equipment operation training course for chemicals, to all current Bay County operations personnel for a minimum of 0.2 continuing education units (CEU's) for their State of Florida water and wastewater licenses The Vendor shall provide this assistance at no charge to Bay County.

Technical Assistance. The Vendor shall provide engineering and technical assistance, as needed, regarding the application of its product and disposal and handling of residues and sludge produced by the application of liquid sodium hypochlorite in the water and wastewater treatment process. The Vendor shall provide this assistance at no charge to Bay County.

TERMINATION

In addition to the various statements in this specification stating the grounds for automatic termination of the Vendor's contract to supply liquid sodium hypochlorite to Bay County, and in addition to any other remedies, including the right to obtain cover and charge Vendor for the costs of cover, Vendor's failure to comply with this specification three (3) times over the duration of this contract shall constitute sufficient

grounds for termination of the contract by Bay County. These failures, any three of which can result in termination of the contract, include but are not limited to, failure to deliver in a timely manner, failure to deliver with proper equipment, failure of the liquid sodium hypochlorite to meet the specification at any time, failure to provide a certificate of analysis, failure to comply with the safety and OSHA requirements of the specification, failure to provide drivers with company cell phones, failure to provide requested technical assistance and/or training and failure to respond in a timely manner to any Bay County emergency.

EXHIBIT 2
VENDOR'S RESPONSE TO ITB 26-37

EXHIBIT "A"

Bay County, FL

Purchasing

Karen Grindle, Chief Procurement Officer

840 W 11th Street, Panama City, FL 32401

[ODYSSEY MANUFACTURING CO] RESPONSE DOCUMENT REPORT

ITB No. 26-37

26-37 Liquid Sodium Hypochlorite

RESPONSE DEADLINE: July 14, 2026 at 2:00 pm

Report Generated: Tuesday, July 14, 2026

Odyssey Manufacturing Co Response

CONTACT INFORMATION

Company:
Odyssey Manufacturing Co

Email:
pallman@odysseymanufacturing.com

Contact:
Patrick Allman

Address:
1484 Massaro Blvd.
Tampa, FL 33619

Phone:
(813) 635-0339

Website:
N/A

Submission Date:
Jul 10, 2026 10:40 AM (Central Time)

ADDENDA CONFIRMATION

Addendum #1
Confirmed Jun 19, 2026 9:48 AM by Patrick Allman

QUESTIONNAIRE

1. **Please provide price per gallon in currency format ie: $xx.xx****
Maximum response length: 7 characters

$1.75

2. **Respondent Submittals***
Please Upload your COMPLETE response, including any and all required forms listed in the solicitation and the corresponding attachments.

Odyssey_Mfg.Co.BidPacket_ITB26-37-compressed.pdf

3. **I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.***
Confirmed

EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

July 14, 2026

Ms. Karen Grindle
Chief Procurement Officer
Bay County
840 W. 11th Street
Suite 2500
Panama City, FL 32401

RE: **BAY COUNTY ITB 26-37 LIQUID SODIUM HYPOCHLORITE**

Encl:
1) Bid Form
2) Order Placement Information
3) Addendum Acknowledgement
4) Affidavit of Compliance with Section 287.138, F.S.
5) Affidavit of Compliance with Section 787.06, F.S.
6) Anti-Collusion Clause
7) Bidder Qualifications
   a) Proposal Sample (Thornton Laboratories)
   b) NSF Sample Results (Certification and Affidavit)
   c) Reference and Past Performance
   d) Emergency Response
   e) Safety and Reliability
   f) Training (CEU Documentation)
   g) Safety Data Sheet (SDS) and Material Specifications
8) Certification Regarding Scrutinized Companies List
9) Conflict of Interest Disclosure Form
10) Drug Free Workplace
11) Subcontractors
12) COI
13) W-9
14) State of Florida Certificate of Status
15) Authority to Sign Bid Letter
16) Affidavit of Compliance
17) E-Verify

Dear Ms. Grindle,

Odyssey Manufacturing Co. (Odyssey) is pleased to submit our proposal for the above-referenced Invitation to Bid (ITB) for the supply of liquid sodium hypochlorite to Bay County. In accordance with your instructions, we have enclosed all requested documentation. Odyssey takes no exceptions to the Specification or any of the bid documents.

Odyssey Manufacturing is pleased to offer Bay County a delivered price of $1.75 per gallon for its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the initial one-year term of the

contract. In addition to guaranteed pricing, Odyssey agrees to provide unlimited technical support to Bay County as exemplified by examples listed below. The purpose of this offer is to add additional value to Bay County as it evaluates the proposals it receives.

Enclosures (1) through (18) are provided to assist Bay County bid evaluation. Additionally, Odyssey makes the following claims and warrants:

- Enclosers (1) through (6) are required submittals as outlined in ITB 26-37.
- Enclosure (7) contains the following:
  - Laboratory results from Thornton Laboratories.
  - NSF-60 certification for Odyssey's Ultrachlor sodium hypochlorite.
  - NSF-60 affidavit of compliance.
  - (10) references of current customers.
  - Past performance: Odyssey has no "terminations" or "debarments" over the past (10) years.
  - Emergency response documentation as part of Bay County's Emergency Preparedness Planning and Spill Response Plan.
  - Safety and reliability documentation including Florida & U.S. DOT inspection results and OSHA Form 300A/300 logs for the past (5) years.
  - Documentation that Odyssey is certified to provide Continuing Education.
  - Safety Data Sheet (SDS) and Material Specifications sheet.
- Enclosures (8) through (10) are required submittals as outlined in ITB 26-37.
- Enclosure (11) will show that Odyssey will not use subcontractors or affiliates in the performance of any work under this proposal. This is in sharp contrast to other suppliers in the marketplace, all of whom use third-party driving companies.
- Enclosures (12) through (17) contain the following:
  - COI showing Bay County as an additional insured.
  - Current W-9.
  - State of Florida Certificate of Status for Odyssey.
  - Authority to Sign Bid Letter.
  - Affidavit of Compliance stating that Odyssey's sodium hypochlorite will comply with AWWA Standard B300-18 and NSF Standard 60.
  - E-Verify documentation.

Sodium hypochlorite is the only product that Bay County will purchase that has a very short shelf life. The shelf life is greatly impacted by the quality of the sodium hypochlorite. Product impurities such as metals and sludges are a significant source of this decomposition. One could easily feed twice as much product with poorer quality bleach. A 10% savings on unit cost could be overshadowed by a 50% increase in usage. Thus, differences between manufacturers in their manufacturing and delivery process can have a dramatic effect on the actual consumption. Additionally, the initial delivered strength can also impact the level of consumption. This means cost savings to the customer! Odyssey's unique manufacturing process results in significantly higher quality sodium hypochlorite that does not break down and decompose like other sodium hypochlorite manufacturers.

Over the past twelve years, Odyssey has provided superior service to Bay County including never missing a delivery, providing emergency support on numerous occasions and providing a significant amount of technical assistance ***including numerous equipment repairs and deliveries.*** As you know, we are the only chemical manufacturer/distributor that is open for manufacturing and deliveries 24 hours a day and 7 days a week (including holidays). Odyssey can be reached at 800-ODYSSEY or facsimile (813) 630-2589. Additionally, Odyssey also agrees to provide unlimited technical assistance with Bay County's operations at no additional charge. Such assistance includes, but is not limited to, operator training sessions, startup services, site inspections, drawing review, engineering, and design. Odyssey has performed over twenty-five hundred chemical system installations in the State of Florida and assisted with numerous others. This is more than any other chemical supplier and more than any other engineer of contractor in the State combined. We are the only chemical supplier who has a licensed engineering firm (Odyssey Engineering Co.) and is a licensed general and plumbing contractor (specializing in chemical system design, permitting, installation, and maintenance).

Please call our customers to compare Odyssey's Ultrachlor with other suppliers! Because of its short shelf life, buying a superior quality sodium hypochlorite will result in significant savings. We have examined your specifications and can comply with all requirements. We hereby provide written assurance of compliance with OSHA, EPA, NSF, and AWWA regulations and consent to provide samples to Bay County for testing if requested. We also agree to provide a safe handling training course and "refresher courses" of **all** your chemicals for the duration of the contract. We have never failed to or refused to make a chemical delivery for any product we have been awarded a purchase order for. Lastly, we agree to provide unlimited technical assistance. We take no exceptions to the bid documents. You may take a sample of our sodium hypochlorite at any time from any one of your facilities or from one of our trucks at the time of delivery. Please call me if you have any questions at 1-800-ODYSSEY or cellular at (813) 335-3444 or visit our website at www.odysseymanufacturing.com. Thank you for your consideration.

Sincerely,

Patrick H. Allman
General Manager

BID CHECKLIST

The checklist is provided as a courtesy and may not be all inclusive of items required within this invitation to bids.

The following bid forms may be submitted electronically through OpenGov. Bidders submitting paper bids may download all documents from the Purchasing Department's Opengov Procurement page: https://procurement.opengov.com/portal/baycountyfl

- ✓ BID FORM
- ✓ ADDENDUM ACKNOWLEDGEMENT
- ✓ AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN
- ✓ AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES, HUMAN TRAFFICKING ATTESTATION
- ✓ ANTI-COLLUSION CLAUSE
- ✓ BIDDER QUALIFICATION
- ✓ CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
- ✓ CONFLICT OF INTEREST DISCLOSURE FORM
- ✓ DRUG FREE WORKPLACE
- ✓ SUB-CONTRACTORS
- ✓ SAFETY DATA SHEETS
- ✓ MATERIAL SPECIFICATIONS

ATTACHMENT
REQUIRED FORMS

ENCLOSURE

1

EXHIBIT "A"

BID FORM
ITB NO: 26-37

This proposal of ODYSSEY MANUFACTURING CO., hereinafter called "BIDDER," organized and existing under the laws of the State of DELAWARE doing business as A CORPORATION (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Vendor agrees to perform the entire work as indicated on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **price per gallon of Liquid Sodium Hypochlorite delivered** is:

One Dollar Seventy Five Cents
(Words)

($ 1.75)

Submitted By: ODYSSEY MANUFACTURING CO.
Name of Firm/Vendor Submitting This Bid

Bid Prepared By: PATRICK H. ALLMAN
Name of Individual Who Prepared This Bid

Contact Email: PALLMAN@ODYSSEYMANUFACTURING.COM

Address: 1484 MASSARO BLVD., TAMPA, FL 33619

Phone: 813-635-0339

Signature of Authorized Representative of Firm/Vendor

7.8.26
Date

SEAL (If bid is by Corporation)

ENCLOSURE

2

ORDER PLACEMENT INFORMATION

Order Placement Information:

Each bidder shall indicate the name, address, e-mail, and telephone number for the purpose of placing orders.

Order Placement Information:

Patrick H. Allman
Contact Person

813-635-0339
Telephone Number

1484 MASSARO BLVD., TAMPA, FL 33619
Address

ORDERS@ODYSSEYMANUFACTURING.COM
E-mail

ENCLOSURE

3

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED 6/18/26

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: OLYMPIC MANUFACTURING CO.

Authorized Signature: [signature]

Printed Name: PATRICK H. ALLMAN

Title: GENERAL MANAGER

Date: 7.8.26

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

EXHIBIT "A"

BOARD OF COUNTY COMMISSIONERS

DANIEL RAFFIELD
DISTRICT I

ROBERT CARROLL
DISTRICT II

DOUG CROSBY
DISTRICT III

DOUGLAS MOORE
DISTRICT IV

CLARA Y. PEASE
DISTRICT V

JOEL B. SCHUBERT
COUNTY MANAGER

June 18, 2026

Prospective Respondents

RE: Addendum #1 26-37 Liquid Sodium Hypochlorite

Please accept this as Addendum No. 1 for the above referenced solicitation.

For clarification purposes the anticipated schedule for the Board Meeting for recommended award will be Tuesday, August 4, 2026.

The following questions have been received, the County's answers follow in **bold.**

1. Please provide the current pricing/supplier for the sodium hypochlorite. **See attached.**
2. Please provide the previous bid tab results for our records. **See attached.**

All respondents shall acknowledge receipt of this addendum by signing and submitting, with their submittal, the addendum acknowledgement form included in the submittal package.

Regards,

Ken Longstreet
Grant Procurement Administrator
Bay County Purchasing Department
(850) 248-8270
purchasing@baycountyfl.gov

EXHIBIT "A"

Bay County Board of County Commissioners
Bid Tabulation Sheet
22-72 Liquid Sodium Hypochlorite

Opened by: Scott Nabers ; Tabulated by: Shelly Taunton **Opening: Tuesday, September 6, 2022 @ 2:01 pm**

Vendor	Price Per Gallon	Bid Form	Addendum Acknowledgement	Anti-Collusion	Cert. Regarding Scrutinized Co.	Conflict of Interest	Bidder Qualification	Idential Tie Bids / Drug Free Workplace	Sub-Contractors	Safety Data Sheet/ Material Specifications
Odyssey Manufacturing Company	$1.35	Y	Y	Y	Y	Y	Y	Y	Y	Y
Allied Universal Corporation	$1.89	Y	Y	Y	Y	Y	Y	Y	Y	Y
Univar Solutions USA, Inc.	No Bid									

Y (yes) or N (no) or √, indicates only if documents are included with the response at the time of the opening, and is not an indication that documents are properly completed or determined to be responsive.

EXHIBIT "A"

BOARD OF COUNTY COMMISSIONERS
TOMMY HAMM DISTRICT I
ROBERT CARROLL DISTRICT II
WILLIAM T. DOZIER DISTRICT III
DOUGLAS MOORE DISTRICT IV
CLAIR PEASE DISTRICT V
ROBERT J. MAJKA COUNTY MANAGER

July 7, 2025

Odyssey Manufacturing Company
Attn: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

CONTRACT RENEWAL – 22-72 Liquid Sodium Hypochlorite

Dear Mr. Allman:

In accordance with the terms and conditions stated in the contract to provide Sodium Hypochlorite, Bay County has elected to renew this contract for one additional one-year term with an increase in bid price from $1.65 to $1.69 per gallon delivered, effective October 1, 2025.

Your signature below will serve as an acknowledgement on behalf of Odyssey Manufacturing Company that your services will remain uninterrupted through September 30, 2026.

If you agree to this renewal, sign the acknowledgement below and **return this original along with current Certificates of Insurance to the attention of the Purchasing Department at the address shown above** no later than July 31, 2025.

Please contact the Bay County Purchasing Department at (850) 248-8270 if you have questions regarding this matter.

Sincerely,

Robert J. Majka, County Manager
Bay County Board of County Commissioners

ACKNOWLEDGEMENT:

The undersigned acknowledges that Bay County has renewed this contract for one additional one-year term and services are to remain uninterrupted through September 30, 2026.

Signature	GENERAL MANAGER Title
PATRICK H. ALLMAN Printed Name	8 July 2025 Date

ENCLOSURE

4

EXHIBIT "A"

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138, FLORIDA STATUTES, CONTRACTING WITH FOREIGN ENTITIES OF CONCERN

Before me, the undersigned authority, personally appeared (Name of Affiant) PATRICK H. ALLMAN, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) GENERAL MANAGER of (Business Name) ODYSSEY MANUFACTURING CO. which does business in the State of Florida, hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 287.138, Florida Statues, certifies that (1) Nongovernmental Entity is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Nongovernmental Entity, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Nongovernmental Entity is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in § 287.138(1)(c), Florida Statutes.

3. This Affidavit is executed by the Nongovernmental Entity accordance with § 287.138, Florida Statutes, for the purposes of preventing Bay County, Florida, from entering contracts with foreign entities of concern which would provide Nongovernmental Entity access to an individual's personal identifying information.

Signed and Delivered on this 8TH day of JULY, 2026.

Signature of Affiant

PATRICK H. ALLMAN
Printed Name of Affiant

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8TH day of JULY, 2026, by PATRICK H. ALLMAN.

Personally Known OR Produced Identification
Type of Identification Produced

(Notary Signature)

(SEAL)

CHRISTOPHER SALVATORE CASTELLANO
Notary Public - State of Florida
Commission # HH 698000
My Comm. Expires Jul 14, 2029
Bonded through National Notary Assn.

ENCLOSURE

5

AFFIDAVIT OF COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES, HUMAN TRAFFICKING ATTESTATION

Before me, the undersigned authority, personally appeared (Name of Affiant) PATRICK H. ALLMAN, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) GENERAL MANAGER of (Business Name) ODYSSEY MANUFACTURING CO. which does business in the State of Florida, hereinafter called the "Nongovernmental Entity."

2. Nongovernmental Entity, pursuant to § 787.06(13), Florida Statues, certifies that 1) neither Nongovernmental Entity nor any of its subsidiaries or affiliates uses coercion for labor or services, as terms are defined in § 787.06, Fla. Stat., as may be amended from time to time; (2) Nongovernmental Entity will immediately notify Bay County, Florida, if, at any time in the future, Nongovernmental Entity does use coercion for labor or services, and understands that pursuant to such notification no contracts may be executed, renewed, or extended between the parties; and (3) Nongovernmental Entity has read the foregoing attestation, confirms the facts stated in it are true, ad are made for the benefit of, and reliance by, Bay County, Florida.

Signed and Delivered on this 8th day of July, 2026.

Signature of Affiant

Patrick H. Allman
Printed Name of Affiant

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 8TH day of JULY, 2026, by PATRICK H. ALLMAN.

Personally Known OR Produced Identification

Type of Identification Produced

(Notary Signature)

(SEAL)

CHRISTOPHER SALVATORE CASTELLANO
Notary Public - State of Florida
Commission # HH 698000
My Comm. Expires Jul 14, 2029
Bonded through National Notary Assn.

ENCLOSURE

6

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: ODYSSEY MANUFACTURING . COM

Authorized Signature:

Printed Name: PATRICK H. ALLMAN

Title: GENERAL MANAGER

Date: 7.8.26

ENCLOSURE

7

BIDDER QUALIFICATION

In order to satisfy the County regarding the Bidder's qualifications, the Bidder shall provide the below information regarding previous work comparable with the proposed work in size, capacity, and complexity. The County may also consider any previous County projects. Following receipt of bids, each Bidder shall be prepared to furnish such additional information as the County may reasonably request regarding Bidder's equipment and personnel. The information provided shall constitute an integral part of the bid.

Proposal Sample: Each prospective Proposer shall submit a 1500 ml "chilled" sample of their product representative of their manufacturing process from Proposer's manufacturing facility which would serve the customer to one of the approved testing laboratories listed in the Specification for analysis within the past ninety (90) days. The laboratory shall ascertain whether the Proposer's product is in compliance with this Specification for available chlorine, % sodium hypochlorite, excess caustic, iron, copper, nickel, chlorate, bromate, perchlorate and suspended solids (based on Filter Test time). The manufacturer's location shall be annotated on the sample results. The cost of the analysis shall be borne by Proposer. The results of the analysis shall be submitted with the Proposer's proposal.

NSF Sample Results: Each prospective Proposer shall submit a copy of the three most recent years of complete NSF sample results of their product from the manufacturing facility supplying their product which would serve the customer. Bay County shall use these results to ensure compliance with the Specification. The results of the NSF sample analysis shall be submitted with the Proposer's proposal. Failure to submit this information or meet the requirements of the Specification shall result in Proposer being disqualified.

Other Samples: Bay County reserves the right to take samples from Proposer's other customers to ensure that the Proposer's sample and delivery equipment is in compliance with all the requirements of this Specification and such a sample shall be judged representative of the Proposer's quality. Bay County may choose to obtain a sample from any of Proposer's customers to ensure compliance with the Specification. In such event, Bay County shall bear the cost of any analysis. Based on this compliance check, failure to meet the requirements of this Specification shall result in Proposer being disqualified.

References and Past Performance: Each prospective Proposer shall submit a list of at least ten (10) references to include phone numbers that use or have used its sodium hypochlorite at both water and wastewater treatment plants in the past five years. The Reference List shall list actual users at the water and wastewater plants and not purchasing agents. Additionally, each Proposer shall provide the names of any customers where its contract was terminated early (e.g., debarred) for safety, quality, or service issues for any product it supplies over the past ten (10) years. Failure to supply these lists shall result in Proposer being disqualified.

Emergency Response: As part of its Emergency Preparedness Planning and Spill Response Plan, each prospective Proposer shall submit a list with 24-hour access phone numbers of at least two degreed engineers (preferably Chemical Engineers) listing their degree, college or university and year of graduation, experienced in sodium hypochlorite operations to provide emergency support services on a 24/7 basis in the event of a spill, equipment failure or other emergency. In addition, each Proposer shall furnish a list of ten (10) emergency service calls they made to a customer outlining the details of the emergency and the Proposer's emergency response with a point of contact and phone number to verify the details. Failure to submit either list including its specific requirements shall result in Proposer being disqualified.

Safety and Reliability: As part of assessing the Bidder's reliability and safety record, the prospective Bidder shall include all regulatory actions including but not limited to, copies of any fines, correspondence and consent orders relating to the operation of ALL of its manufacturing and distribution facilities that serve the Florida market (this does not pertain to FDOT fines or fees) for the past ten (10) years. The Proposer shall submit a copy of its most recent Florida & United States DOT inspection results. Additionally, the Proposer shall submit a copy of its OSHA Form 300A/300 logs for the past five (5) years (if the Proposer utilizes a third party driving company or affiliated company, then they shall submit the OSHA 300 logs for that company as well). Logs shall be submitted for the *entire* company in addition to any subsidiaries or subcontractors who will serve the Contractor. The Proposer shall also provide a detailed listing of all accidents, incidents, releases, spills, vehicle accidents involving death or injury and National Response Center Notifications ("Safety Incidents") for all chemicals it delivers or manufacturers for the past five (5) years. Failure to disclose the Regulatory Actions, OSHA 300 logs or Safety Incidents shall result in Proposer being disqualified from bidding on this product.

Training: Each Proposer shall provide documentation that it is able to provide continuing Education units (CEU's) for water and wastewater operators for annual chemical system training.

Safety Data Sheet (SDS) and Material Specifications: Bidders shall submit with their bid a Safety Data Sheet and material specification (components and analysis) with typical properties for Sodium Hypochlorite and guarantee that all deliveries will meet the specifications on the sheets.

7A

EXHIBIT "A"

THORNTON LABORATORIES
TESTING & INSPECTION SERVICES, INC.

1145 E. Cass St, Tampa, FL 33602
Phone: 813-223-9702 Fax: 813-223-9332
WWW.THORNTONLAB.COM

21-Apr-2026

Report for: Odyssey Manufacturing Co.
1484 Massaro Blvd.
Tampa, FL 33619
Attn: Patrick Allman

Sample Identification:
Bleach
Id: Sodium Hypochlorite - Bid Sample

Date Received: 09-Apr-2026

Laboratory Number: 478059

CERTIFICATE OF ANALYSIS
OFFICIAL ANALYSIS *

Method	Parameter	Result	Units
AWWA B-300			
	Sodium Hypochlorite (NaOCl)	11.08	%
	Available Chlorine (Cl2)	10.55	%
	Sodium Hydroxide (NaOH)	0.32	%
	Specific Gravity @ 60 oF	1.1702	
ASTM			
	Sodium Carbonate (Na_2CO_3)	0.10	%
AOAC 2006.03 (mod)			
	Copper (Cu)	< 0.03	ppm
	Iron (Fe)	0.72	ppm
	Nickel (Ni)	< 0.03	ppm
S.M.4110B +			
	Chlorates	< 100	ppm
	Bromates	< 2	ppm
	Perchlorates	< 10	ppm
NOVATEK			
	Filtration Test Time / 1 liter	77	seconds

* *Average of closely agreeing duplicate determinations.*
\+ *Analysis by Precision Petroleum Labs.*

THORNTON LABORATORIES
Steve Fickett, III

Thornton Laboratories Testing & Inspection Services, Inc. responsibility for the above analysis, opinions, or interpretations is limited to the invoice amount.

EXHIBIT "A"

NovaChem

Laboratories, Inc

Date: 7 June 2021

Call for results over the phone
513-523-3605

Odyssey Bleach Analysis Results
Received 27 May 2021

Parameter		
Wt% NaOCl	11.24	
GPL Available Chlorine	124	
Trade %	12.4	
Wt% NaOH	0.381	
Calculated pH	13.0	
Wt% Na_2CO_3	0.160	
Density, g/mL	1.1598	
Bromate ion, mg/L	<5	DL = 5 mg/L
Chlorate ion, mg/L	468	DL = 100 mg/L
Perchlorate ion, mg/L	<5	
Iron, mg/L	0.07	DL = 0.02 mg/L
Copper, mg/L	0.02	DL = 0.02 mg/L
Nickel, mg/L	<0.02	DL = 0.02 mg/L
Chloride ion, g/L	75	
Sodium, g/L (estimate)	53	
Wt% Suspended Solids	0.003	
Total Dissolved Solids, g/mL	0.80	
Filter Test (1,000 mL)	1 min 03 sec (Millipore 0.8 uM, type AWWP)	

B.P. Bubnis B.P. Bubnis 7 June 2021

5172 College Corner Pike, P.O. Box 638, Oxford, Ohio 45056
Tel: 513-523-3605, FAX: 513-523-4025
www.novachemlabs.com
E-Mail: bbubnis@novachemlabs.com

EXHIBIT "A"

Powell Solutions
740 East Monroe Rd.
St. Louis, MI 48880

Phone: (989) 681-2158
Toll Free: (888)-800-2310

Customer:	Odyssey/ Pat Allman	Test Verification By:	A. Bach
Date Sample Received:	11/11/2022	Verification Date:	12/29/2022
Customer ID:		(Purchase Order, RMA#, Etc)	
Powell ID:	3231	(Sales Order, RMA#, Etc)	

Powell Titration procedure/ AWWA-ANSI B300 Sec. 5 based

	Date Test:	11/11/2022		11/11/2022	
	Sample:	Bleach Sample 1		Bleach Sample 2	
Parameter	Mol. Form.	Wt%	GPL	Wt%	GPL
Wt% NaOCl:	NaOCl	11.21 %wt	130.0 gpl	11.08 %wt	128.5 gpl
Wt% NaCl:	NaCl	8.87 %wt	102.8 gpl	8.76 %wt	101.6 gpl
Wt% NaOH:	NaOH	0.20 %wt	2.3 gpl	0.21 %wt	2.5 gpl
Wt% Na2CO3:	Na2CO3	0.15 %wt	1.7 gpl	0.14 %wt	1.6 gpl
Density:		1.1598	1,159.8 gpl	1.1600	1,160.0 gpl
pH:		12.44		12.42	
GPL Available Cl2:			123.8 gpl		122.4 gpl
Trade %:		12.4 %		12.2 %	

Notes: Approximate Solids: 0.010 mass%
Appromate 1,000 mL Fiter time: 75 seconds

ND: Not Detectable

EPA 300.1 Ions	Date Test:	11/23*, 12/20- 12/22 (2022)		11/23*, 12/20- 12/22 (2022)		Detction Limit (DL)
		(Note- Reflect Ion contents; not molecular forms)				
Species	Mol. Form	wt%	mg/L	wt%	mg/L	mg/L
Fluoride	F^-	0.011	132.62	0.002	26.00	0.02
Chlorite	$ClO2^-$	ND	ND	ND	ND	0.02
Bromate	BrO_3^-	0.001	15.00	ND	ND	0.02
Chloride	Cl^-	5.378	62,375.09	5.315	70,244.24	0.02
Nitrite	NO2-	ND	ND	ND	ND	0.02
Bromide	Br^-	0.005	61.04	0.006	74.09	0.02
Chlorate*	ClO_3^-	0.048	553.00	0.047	544.00	0.02
Nitrate	NO_3^-	ND	ND	ND	ND	0.02
Phosphate	PO_4^{3-}	ND	ND	ND	ND	0.02
Sulfate	SO_4^{2-}	0.007	84.33	0.071	826.00	0.02

Notes: Chlorate testing conducted 11/23/2022, other tests were conducted when all other anion standards available.

ND: Not Detectable

EPA 200.7 Metals	Date Test:	12/19/2022		12/19/2022		Reporting Limit (RL)
Species	Mol. Form	wt%	mg/L	wt%	mg/L	mg/L
Antimony	Sb	ND	ND	ND	ND	0.75
Arsenic	As	ND	ND	ND	ND	0.75
Barium	Ba	0.00003	0.34	ND	ND	0.15
Beryllium	Be	ND	ND	ND	ND	0.15
Cadmium	Cd	ND	ND	ND	ND	0.15
Calcium	Ca	0.00002	0.27	0.00006	0.69	0.15
Chromium	Cr	ND	ND	ND	ND	0.15
Copper	Cu	ND	ND	ND	ND	0.15
Iron	Fe	ND	ND	ND	ND	0.15
Lead	Pb	ND	ND	ND	ND	0.15
Magnesium	Mg	ND	ND	ND	ND	0.15
Manganese	Mn	ND	ND	ND	ND	0.15
Nickel	Ni	ND	ND	ND	ND	0.15
Strontium	Sr	ND	ND	ND	ND	0.15
Silicon	Si	ND	ND	ND	ND	1.50
Zinc	Zn	ND	ND	ND	ND	0.15

7B

EXHIBIT "A"

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	26-MAY-2026
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sodium Hypochlorite 12.5 Trade Percent | Liquid		
Trade Designation	Sodium Hypochlorite 12.5 Trade Percent		
Test Type	Annual Collection		
Job Number	A-00536871		
Project Number	W1018777		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 26-MAY-2026

Scott E. Randall - Senior Manager Commercial Water

This report shall not be reproduced, except in its entirety, without the written approval of NSF. This report does not represent NSF Certification or authorization to use the NSF Mark. Authorization to use the NSF Mark is limited to products appearing in the Company's Official NSF Listing (www.nsf.org). The results relate only to those items tested, in the condition received at the laboratory.

General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite 10.8% and 12.5% w/w
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Sodium Hypochlorite 12.5 Trade Percent

---

Sample Id: **S-0002305779**
Description: Sodium Hypochlorite 12.5 Trade Percent | Liquid
Sampled Date: 30-Apr-2026
Received Date: 30-Apr-2026
Quenched Date: 23-MAR-2026 03:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000892	Date exposure completed	13-MAY-2026
MUL	94 mg/L		
Density Value Applied	1.17 g/mL		
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3\ ml} * \frac{1\ g}{10^3\ mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3 ml, 1 g = 10^3 mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	1100	1100	ug/L	100	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

Sample Id: **S-0002305781**
Description: Sodium Hypochlorite 12.5 Trade Percent | Liquid
Sampled Date: 14-May-2026
Received Date: 30-Apr-2026

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0992	Date exposure completed	14-MAY-2026
Preparation method used	B	Final volume of solution	0.25 L
MUL	94 mg/L	Mass of material used	237 mg
Compound Reference Key:	SPAC		

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Sample Id: S-0002305781

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF

Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(0.99)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	100	Pass
Chloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	3	Pass
Vinyl Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
Bromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Chloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	40	Pass
Trichlorofluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Methylene Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Chloroform	ug/L	ND(2)	0.9	ND(2)	ND(0.2)	[TTHM]	
Bromochloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	20	Pass

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Sample Id: S-0002305781

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
1,1-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Carbon Tetrachloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Trichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Bromodichloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Dibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.4	Pass
trans-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.4	Pass
1,1,2-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Tetrachloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Chlorodibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Chlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Bromoform	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
Carbon Disulfide	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(2.0)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(2.0)	700	Pass
Toluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	6	Pass
Ethyl Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	14	Pass
m+p-Xylenes	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	[Xylenes]	
o-Xylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[Xylenes]	
Styrene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	70	Pass
n-Propylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Bromobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
2-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
4-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3,5-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
tert-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		

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Sample Id: S-0002305781

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
1,2,4-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
sec-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
p-Isopropyltoluene (Cymene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,3-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
n-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Hexachlorobutadiene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.9	Pass
1,2,3-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Naphthalene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.9	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 30-APR-2026 to 21-MAY-2026

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EXHIBIT "A"

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
1-800.NSF.MARK | +1-734.769.8010 | www.nsf.org

EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	15-AUG-2025
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Ultrachlor | Liquid		
Trade Designation	Ultrachlor		
Test Type	Annual Collection		
Job Number	A-00504169		
Project Number	W0943387		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 15-AUG-2025

Scott E. Randall - Senior Manager Commercial Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite 10.8%
Lot Number/Product Identifier: 714FEED25
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Ultrachlor

Sample Id: **S-0002243087**
Description: Ultrachlor | Liquid
Sampled Date: 06-Aug-2025
Received Date: 31-Jul-2025

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.100	Date exposure completed	06-AUG-2025
Preparation method used	B	Final volume of solution	0.25 L
MUL	94 mg/L	Mass of material used	235 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	2	ND(1)	2	0.2		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	130	Pass
Manganese	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	12	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.1)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Aluminum	ug/L	ND(10)	ND(10)	ND(10)	ND(1.0)	290	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	3	Pass

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Sample Id: S-0002243087

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	40	Pass
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Chloroform	ug/L	ND(1)	0.7	ND(1)	ND(0.1)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	600	Pass

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Sample Id: **S-0002243087**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.0)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(1.0)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	6	Pass
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.3	Pass
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.1)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.7	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0002243088**
Description: Ultrachlor | Liquid
Sampled Date: 14-Jul-2025
Received Date: 31-Jul-2025
Quenched Date: 14-JUL-2025 00:00

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0000900	Date exposure completed	31-JUL-2025
MUL	94 mg/L		
Density Value Applied	1.17 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: S-0002243088

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\,L}{10^3\,ml} * \frac{1\,g}{10^3\,mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3 ml, 1 g = 10^3 mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	1200	1200	ug/L	110	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 31-JUL-2025 to 13-AUG-2025

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EXHIBIT "A"

789 N. Dixboro Rd. Ann Arbor, MI 48105, USA
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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	06-MAR-2024
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sodium Hypochlorite 10.94% | Liquid		
Trade Designation	Sodium Hypochlorite 10.94%		
Test Type	Annual Collection		
Job Number	A-00473432		
Project Number	W0869933		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 06-MAR-2024

Scott E. Randall - Senior Manager Commercial Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Sodium Hypochlorite 10.94%

Sample Id: **S-0002086790**
Description: Sodium Hypochlorite 10.94% | Liquid
Sampled Date: 26-Feb-2024
Received Date: 16-Feb-2024

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0929	Date exposure completed	26-FEB-2024
Preparation method used	B	Final volume of solution	0.25 L
MUL	94 mg/L	Mass of material used	253 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF

Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Chloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	3	Pass
Vinyl Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
Bromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Chloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	40	Pass

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Sample Id: **S-0002086790**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Methylene Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
cis-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Chloroform	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Bromochloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	20	Pass
1,1-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Carbon Tetrachloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Trichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Bromodichloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Dibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Tetrachloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Chlorodibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Chlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Bromoform	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
Carbon Disulfide	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	600	Pass
Methyl Ethyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	700	Pass
Toluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	6	Pass

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Sample Id: **S-0002086790**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	14	Pass
m+p-Xylenes	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	[Xylenes]	
o-Xylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[Xylenes]	
Styrene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	70	Pass
n-Propylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Bromobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
2-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
4-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3,5-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
tert-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
sec-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
p-Isopropyltoluene (Cymene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,3-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
n-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Hexachlorobutadiene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Naphthalene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0002086791**
Description: Sodium Hypochlorite 10.94% | Liquid
Sampled Date: 14-Feb-2024
Received Date: 16-Feb-2024
Quenched Date: 14-FEB-2024 00:00

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0000897	Date exposure completed	16-FEB-2024
MUL	94 mg/L		
Density Value Applied	1.16 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0002086791**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10^3 ml, 1 g = 10^3 mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	380	380	ug/L	34	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 16-FEB-2024 to 05-MAR-2024

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date 03-APR-2023
Customer Name	Odyssey Manufacturing Company	
Tested To	NSF/ANSI/CAN 60	
Description	Sodium Hypochlorite | Liquid	
Trade Designation	Sodium Hypochlorite	
Test Type	Annual Collection	
Job Number	A-00444175	
Project Number	W0805362	
Project Manager	Lena Hope	

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 03-APR-2023

Scott E. Randall - Senior Manager Commercial Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite 11.1-12.5% w/w
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Sodium Hypochlorite

Sample Id: **S-0001992317**
Description: Sodium Hypochlorite | Liquid
Sampled Date: 13-Mar-2023
Received Date: 07-Mar-2023

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.0949	Date exposure completed	13-MAR-2023
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	495 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Chloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	3	Pass
Vinyl Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
Bromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Chloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	40	Pass

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Sample Id: **S-0001992317**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Methylene Chloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,2-Dichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Chloroform	ug/L	ND(2)	0.9	ND(2)	ND(0.2)	[TTHM]	
Bromochloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	20	Pass
1,1-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Carbon Tetrachloride	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Trichloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Bromodichloromethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Dibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
cis-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3-Dichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Tetrachloroethylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Chlorodibromomethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
Chlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	1	Pass
Bromoform	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	60	Pass
Carbon Disulfide	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Methyl Ethyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(20)	ND(5)	ND(20)	ND(1.9)	700	Pass
Toluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	6	Pass

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Sample Id: **S-0001992317**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	14	Pass
m+p-Xylenes	ug/L	ND(4)	ND(1)	ND(4)	ND(0.4)	[Xylenes]	
o-Xylene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	[Xylenes]	
Styrene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	70	Pass
n-Propylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
Bromobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
2-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
4-Chlorotoluene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,3,5-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
tert-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
sec-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
p-Isopropyltoluene (Cymene)	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,3-Trimethylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
n-Butylbenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)		
1,2,4-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	7	Pass
Hexachlorobutadiene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.3	Pass
Naphthalene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	10	Pass
Benzene	ug/L	ND(2)	ND(0.5)	ND(2)	ND(0.2)	0.5	Pass
Total Trihalomethanes	ug/L	ND(0.5)	0.9	ND(0.5)	ND(0.05)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0001992319**
Description: Sodium Hypochlorite | Liquid
Sampled Date: 06-Mar-2023
Received Date: 07-Mar-2023
Quenched Date: 6-MAR-2023 11:00

Tox Normalization Information:

Calculated NF	0.0000890
MUL	94 mg/L
Density Value Applied	1.17 g/mL
Compound Reference Key:	SPAC

Lab Normalization Information:

Date exposure completed	07-MAR-2023

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Sample Id: **S-0001992319**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- *Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)*
- *Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- *Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid*
- *Unit conversion: 1 L = 10 ml, 1 g = 10 mg;*

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	880	880	ug/L	78	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

↑

Not Detectable

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 07-MAR-2023 to 30-MAR-2023

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EXHIBIT "A"

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EVALUATION REPORT

Send To: 25070
Mr. Patrick Allman
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619

Facility: 25071
Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa FL 33619
United States

Result	**PASS**	Report Date	11-FEB-2022
Customer Name	Odyssey Manufacturing Company		
Tested To	NSF/ANSI/CAN 60		
Description	Sodium Hypochlorite 12.5 Trade Percent | Liquid		
Trade Designation	Sodium Hypochlorite 12.5 Trade Percent		
Test Type	Annual Collection		
Job Number	A-00414411		
Project Number	W0716556		
Project Manager	Lena Hope		

This report documents the testing of the referenced product to the requirements of NSF/ANSI/CAN Standard 60 (Drinking Water Treatment Chemicals - Health Effects). This standard establishes minimum requirements for chemicals, the chemical contaminants, and impurities that are added to drinking water from drinking water treatment chemicals. Contaminants produced as by-products through reaction of the treatment chemical with a constituent of the drinking water are not covered by this Standard. Reference the "About the Standard" section at the end of this report for additional information about NSF/ANSI/CAN Standard 60 and the products covered under this Standard.

Thank you for having your product tested by NSF International.

Please contact your Project Manager if you have any questions or concerns pertaining to this report.

Report Authorization Scott E. Randall **Date** 11-FEB-2022

Scott E. Randall - Technical Operations Manager, Water

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General Information

Standard: NSF/ANSI/CAN 60

Chemical Name: Sodium Hypochlorite
Maximum Use Level: 94 mg/L
Monitor Code: A
Physical Description of Sample: Liquid
Tested DCC Number: DA02366
Trade Designation/Model Number: Sodium Hypochlorite 12.5 Trade Percent

Sample Id: **S-0001878375**
Description: Sodium Hypochlorite 12.5 Trade Percent | Liquid
Sampled Date: 03-Feb-2022
Received Date: 27-Jan-2022

Tox Normalization Information:		Lab Normalization Information:	
Calculated NF	0.0949	Date exposure completed	03-FEB-2022
Preparation method used	B	Final volume of solution	0.5 L
MUL	94 mg/L	Mass of material used	495 mg
Compound Reference Key:	SPAC		

Normalization Calculation:

Normalized Result = Test Result (ug/L) * NF Where NF = MUL (mg/L) * $\frac{\text{Final Volume Of Solution (L)}}{\text{Mass of Material Used (mg)}}$

- *MUL = Maximum Use Level;*
- *Mass of Material Used = The mass of sample analyzed in the laboratory;*
- *Final Volume of Solution = The volume of water used to dilute the sample;*
- *An additional factor may be used to adjust the analytical result to field use conditions to account for product carryover, flushing, or other assumptions stipulated with the use of the product. If an additional factor is used, it is included in the information above.*

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Metals II in water by ICPMS (Ref: EPA 200.8)							
Arsenic	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	1	Pass
Barium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	200	Pass
Beryllium	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.4	Pass
Cadmium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.5	Pass
Chromium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)		
Copper	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	130	Pass
Mercury	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Lead	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.5	Pass
Antimony	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	0.6	Pass
Selenium	ug/L	ND(1)	ND(1)	ND(1)	ND(0.09)	5	Pass
Thallium	ug/L	ND(0.2)	ND(0.2)	ND(0.2)	ND(0.02)	0.2	Pass
Volatile Organic Compounds (Ref: EPA 524.2)							
Dichlorodifluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Chloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	3	Pass
Vinyl Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
Bromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Chloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	40	Pass

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Sample Id: S-0001878375

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Trichlorofluoromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	50	Pass
Trichlorotrifluoroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Methylene Chloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,1-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.7	Pass
trans-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
2,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,2-Dichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Chloroform	ug/L	2	2.3	ND(1)	ND(0.09)	[TTHM]	
Bromochloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	9	Pass
1,1,1-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	20	Pass
1,1-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Carbon Tetrachloride	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Trichloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
1,2-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Bromodichloromethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Dibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
cis-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
trans-1,3-Dichloropropene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,1,2-Trichloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3-Dichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Tetrachloroethylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Chlorodibromomethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
Chlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
1,1,1,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	1	Pass
Bromoform	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[TTHM]	
1,1,2,2-Tetrachloroethane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.2	Pass
1,2,3-Trichloropropane	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	4	Pass
1,3-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
1,4-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7.5	Pass
1,2-Dichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	60	Pass
Carbon Disulfide	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	70	Pass
Methyl-tert-Butyl Ether (MTBE)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	8000	Pass
tert-Butyl ethyl ether	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	2000	Pass
Methyl Ethyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.95)	400	Pass
Methyl Isobutyl Ketone	ug/L	ND(10)	ND(5)	ND(10)	ND(0.95)	700	Pass
Toluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	6	Pass

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Sample Id: **S-0001878375**

Testing Parameter	Units	Sample	Control	Result	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab (Continued)							
Ethyl Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	14	Pass
m+p-Xylenes	ug/L	ND(2)	ND(1)	ND(2)	ND(0.2)	[Xylenes]	
o-Xylene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	[Xylenes]	
Styrene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Isopropylbenzene (Cumene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	70	Pass
n-Propylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
Bromobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
2-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
4-Chlorotoluene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,3,5-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
tert-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
sec-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
p-Isopropyltoluene (Cymene)	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,3-Trimethylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
n-Butylbenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)		
1,2,4-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	7	Pass
Hexachlorobutadiene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.4	Pass
1,2,3-Trichlorobenzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.3	Pass
Naphthalene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	10	Pass
Benzene	ug/L	ND(1)	ND(0.5)	ND(1)	ND(0.09)	0.5	Pass
Total Trihalomethanes	ug/L	1.7	2.3	ND(0.5)	ND(0.047)	8	Pass
Total Xylenes	ug/L	ND(0.5)	ND(0.5)	ND(0.5)	ND(0.05)	9	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

[TTHM] - Acceptance based on Total Trihalomethanes

[Xylenes] - Acceptance based on Total Xylenes

Sample Id: **S-0001878376**
Description: Sodium Hypochlorite 12.5 Trade Percent | Liquid
Sampled Date: 24-Jan-2022
Received Date: 27-Jan-2022
Quenched Date: 24-JAN-2022 13:30

Tox Normalization Information:		**Lab Normalization Information:**	
Calculated NF	0.000000086	Date exposure completed	27-JAN-2022
MUL	94 mg/L		
Density Value Applied	1.2 g/mL		
Compound Reference Key:	SPAC		

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Sample Id: **S-0001878376**

Normalization Calculation:

Normalized Result = Test Result * NF * (10^3 ug/L mg)

Where NF = MUL (mg/L) * Malonic Acid Dilution Correction (ml/ml) * (1/Product Density (g/ml)) * $\frac{1\ L}{10^3 ml} * \frac{1\ g}{10^3 mg}$

- Malonic Acid Dilution Correction = ((Volume of Hypochlorite Sampled + Malonic Acid) / Volume of Hypochlorite Sampled)
*- Volume of Hypochlorite Sampled = (Volume of Hypochlorite Sample Received(ml) - (Malonic Acid (g) * (1 / Density of Malonic Acid (g/ml))))*
- Volume of Hypochlorite Sample Received = Volume of Hypochlorite Sampled + Malonic Acid
- Unit conversion: 1 L = 10 ml, 1 g = 10 mg;

Testing Parameter	Units	Sample	Result	Norm. Units	Norm. Result	Acceptance Criteria(1)	Evaluation Status
Ann Arbor Chemistry Lab							
Oxyhalides in Bleach by LCMS							
Perchlorate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	5	Pass
Chlorate	mg/L	1800	1800	ug/L	160	300	Pass
Bromate	mg/L	ND(1)	ND(1)	ug/L	ND(0.09)	3.3	Pass

1 - If the acceptance criteria is blank and the evaluation status is "Fail", then the criteria used will be noted on the letter accompanying these results.

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Common Terms and Acronyms Used:

Sample.....	Test result on the submitted product sample after prepared or exposed in accordance with the standard.
Control.....	Test result on a laboratory blank sample analyzed in parallel with the sample.
Result.....	Sample test result minus the Control test result.
Normalized Result...	Result normalized in accordance with the test standard to reflect potential at-the-tap concentrations
ND().....	Result is below the detection level of the analytical procedure as identified in the parenthesis.
DCC Number.....	NSF document control code of the registered formulation of the product tested
ug/L.....	Microgram per liter = 0.001 milligram per liter (mg/L)
SPAC.....	Acceptance criteria of the standard (Single Product Allowable Concentration)

References to Testing Procedures:

NSF Reference	Parameter / Test Description
C0931	Oxyhalides in Bleach by LCMS
C1183	Metals II in water by ICPMS (Ref: EPA 200.8)
C4662	Volatile Organic Compounds (Ref: EPA 524.2)

Test descriptions preceded by an asterisk "*" indicate that testing has been performed per NSF International requirements but is not within its scope of accreditation.

Unless otherwise indicated, method uncertainties are not applied in any determinations of conformity. Testing utilizes the requested sections of any referenced standards, which may not be the entire standard.

Dates of Laboratory Activity: 03-FEB-2022 to 09-FEB-2022

Testing Laboratories:

	Id	Address
All work performed at: →	NSF_AA	NSF International 789 N. Dixboro Road Ann Arbor MI 48105

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About the Standard:

NSF/ANSI/CAN Standard 60: Drinking Water Treatment Chemicals - Health Effects

NSF/ANSI/CAN 60 establishes minimum health effects requirements for the chemicals, the chemical contaminants, and the impurities that are directly added to drinking water from drinking water treatment chemicals. It does not establish performance or taste and odor requirements. The standard contains requirements for chemicals that are directly added to water and are intended to be present in the finished water as well as other chemical products that are added to water but are not intended to be present in the finished water. Chemicals covered by this Standard include, but are not limited to, coagulation and flocculation chemicals, softening, precipitation, sequestering, pH adjustment, and corrosion/scale control chemicals, disinfection and oxidation chemicals, miscellaneous treatment chemicals, and miscellaneous water supply chemicals.

The testing performed to this standard is done to estimate the level of contaminants or impurities added to drinking water when the chemical is used at the "Maximum Use Level" under attestment. Prior to testing, information is obtained on the formulation and sources of supply used to manufacture the chemical. This information is then reviewed along with the minimum requirements of the standard to establish the potential contaminants of concern. A representative sample of chemical is obtained for testing. The chemical sample is prepared for analysis through specific methods established in the standard based on the type of chemical and then is analyzed for potential contaminants determined during the formulation review. The laboratory results are normalized to represent potential at-the-tap values and then compared to the "single product allowable concentration" (SPAC) established by the standard. The product is found in compliance with the standard if the normalized value is less than or equal to the allowable concentration.

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EXHIBIT "A"

OFFICIAL LISTING

NSF certifies that the products appearing on this Listing conform to the requirements of NSF/ANSI/CAN 60 - Drinking Water Treatment Chemicals - Health Effects

This is the Official Listing recorded on April 30, 2026.

Odyssey Manufacturing Company
1484 Massaro Boulevard
Tampa, FL 33619
813-635-0339

Facility: Tampa, FL (T1)

Chemical/ Trade Name	Function		Max Use
Sodium Hypochlorite [HY]			
Sodium Hypochlorite 12.5 Trade Percent	Disinfection & Oxidation	94	mg/L
Sodium Hypochlorite 12.5 Weight Percent	Disinfection & Oxidation	84	mg/L
Ultrachlor	Disinfection & Oxidation	94	mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Tampa, FL (T2)

Chemical/ Trade Name	Function		Max Use
Hydrochloric Acid			
Hydrochloric Acid - 18 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 20 Baume	Corrosion & Scale Control	40	mg/L
Hydrochloric Acid - 22 Baume	Corrosion & Scale Control	40	mg/L
Magnesium Hydroxide			
Thioguard	Precipitation Agent pH Adjustment	150	mg/L
Sodium Bisulfite [1]			
38% - 40% Sodium Bisulfite Solution	Dechlorination	50	mg/L
Sodium Chloride [2]			
Sodium Chloride	Electrolytic Chlorination Softener	NA	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L

Note: Additions shall not be made to this document without prior evaluation and acceptance by NSF.

25070

789 N. Dixboro Road, Ann Arbor, Michigan 48105-9723 USA
1-800-NSF-MARK / 734-769-8010
www.nsf.org

50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite [HY]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

[1] This product contains sulfite. Sulfites have been known to cause potentially lethal allergic reactions in sulfite-sensitive individuals. The maximum recommended allowable residual sulfite level in the finished drinking water is 100 ppb (0.1 mg/L).

[2] For electrolytic sodium hypochlorite generator use of this product, the maximum disinfectant feed concentration shall not exceed 10 mg Cl2/L. This requirement limits bromate production in the effluent sodium hypochlorite and is based on the bromide concentration in the salt.

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

Facility: Lantana, FL

Chemical/ Trade Name	**Function**	**Max Use**	
Sodium Hydroxide			
25% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	200	mg/L
50% Sodium Hydroxide	Corrosion & Scale Control pH Adjustment	100	mg/L
Sodium Hypochlorite [HY]			
Ultrachlor 12.5 Trade Percent Sodium Hypochlorite	Disinfection & Oxidation	70	mg/L

[HY] The residual levels of chlorine (hypochlorite ion and hypochlorous acid), chlorine dioxide, chlorate ion, chloramine and disinfection by-products shall be monitored in the finished drinking water to ensure compliance to all applicable regulations. Also, reference the AWWA B300 (Hypochlorites) standard's Recommendations for the Handling and Storage of Hypochlorite Solutions appendix for information on preservation techniques for hypochlorite bleach in transit and storage.

NOTE: Only products bearing the NSF Mark on the product, product packaging, and/or documentation shipped with the product are Certified.

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1-800-NSF-MARK / 734-769-8010
www.nsf.org

7C

EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

Odyssey Manufacturing Co. Sodium Hypochlorite Reference List

- Brandon Hoffman, Bonita Springs Utilities, RO Chief Operator, 239-390-4823
- Jeff Poteet, City of Marco Island, Utilities Director, 239-389-5189
- Gary Loggins, Citrus County, WTP Superintendent, 352-527-7650
- Fred Hemerick, City of Clearwater, WTP Manager, 727-462-6326
- Ryan Alexander, City of Clearwater, Marshall Street WRF Superintendent, 727-224-7726
- David Hawkins, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
- Sean McFarland, Marion County, Operations Manager, 352-479-3191
- Phil Hyer, City of Pompano Beach, WTP Superintendent, 954-545-7030
- Barry Stewart, St. Johns County, WTP Superintendent, 904-209-2645
- Al Purvis, City of Leesburg, WTP Superintendent, 352-728-9843
- Paul Kavanagh, Hillsborough County, Lake Park WTP Manager, 813-264-3836
  Norrise Shellman, Hillsborough County, Central WTP Manager, 813-626-0342
- Verne Hall, City of Sarasota, Operations Manager, 941-365-2200, Ext. 6230
- Paul Noeske, City of Tampa, WTP Manager, 813-344-9224
- David Winkler, City of Largo, WWTP Superintendent, 727-424-7432
- Holly Britt, City of Lake Wales, WTP Supervisor, 863-528-7639
- Bobby Gibbs, Bay County, Utility Director, 850-814-8869
- Johnny Lynn, City of Flagler Beach, WWTP Supervisor, 386-517-2029
- Mike Nevelus, Sarasota County, Bee Ridge WRF Supt., 941-316-1288
- Craven Askew, City of St. Petersburg, NE WWTP Supt., 727-893-7779
  Scott Lewis, City of St. Petersburg, Manager Water Supply, 813-920-2841
- Brian Antonian, City of Dunedin, WWTP Superintendent, 727-298-3256
- Bob Polizzi, City of Edgewater, WTP Superintendent, 386-424-2490
- Mike Powers, TOHO Water Authority, WTP Supervisor, 407-944-5074

7D

EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

Emergency Response

Enclosure 7D contains the information for Odyssey's Emergency Preparedness Planning and Response Plan. Emergency points of contact are Patrick H. Allman, General Manager (cell 813-335-3444) who has a B.S. in Nuclear Engineering 1983 from the University of Virginia and Marvin Rakes, President (cell 813-340-3675) who has a B.S. in Chemical Engineering 1985 from the University of North Carolina State or the on-duty Plant Supervisor (800-ODYSSEY). All technical and engineering assistance would be provided at no charge. As you know, Odyssey Manufacturing Co. has provided Bay County numerous amounts of emergency and technical support/assistance over the past several years at no charge. The following are just a few of the instances that come to mind:

1) 7/8/22 – Provided technical assistance with chemical feed problems at Bay County Booster Station and sent recommended replacement parts up with the next delivery.
2) 4/13/22 – Completed project to upgrade ferric sulfate system at the Bay County WTP. Odyssey was responsible for numerous design improvements
3) 12/9/21 – Completed installation of new 8,000-gallon zinc orthophosphate and HFS tanks and associated piping at the Bay County WTP.
4) 6/30/21 – Got phone call from Bay County WWTP that their UV system had failed and they needed to feed sodium hypochlorite and sodium bisulfite. Went up next day and setup temporary sodium hypochlorite and sodium bisulfite systems. Did FDEP permit as part of the work.
5) 5/25/21 – Completed installation of two new sodium hypochlorite tank and associated piping at the Bay County North WWTP.
6) 7/20/20 – Redesigned and completed installation of new sodium hypochlorite system at the Bay County WTP
7) 7/20/16 – Changed out sodium hypochlorite tank at the Bay County River Camp WWTP
8) 9/26/13 – Provided engineering and technical support and parts to chlorinate Bay County Booster Stations.
9) 8/17/11 – Stopped by and inspected sulfuric acid system at WTP request. Sent recommendations to add quill at injection point on raw water line. This was a critical item that had been left unchecked, would have resulted in repairs that would have taken away the raw water supply to Bay County's water plant for a significant amount of time.
10) 4/6/11 – Sent service technician up on an emergency basis the same day of the call to the North Bay WWTP with 1,100-gallon Snyder captor loaner tank. The existing 4,400-gallon Poly Processing SAFE Tank began leaking alum out of the bottom fitting after

being filled. Odyssey pumped out the alum to our loaner tank and hooked it up. The tank and gasket were fine, but the interior of the tank was all wavy. We installed second gasket. We filled the alum tank with water and bleach (it was filled with alga) and the tank passed this test.

11) 2/22/11 – Provided training at no charge to the operators for the North Bay WWTP on the sodium hypochlorite and bisulfite systems during the initial plant startup period.
12) 10/27/10 – Engineered, permitted, and installed sodium bisulfite and sodium hypochlorite systems at the new North Bay WWTF.
13) 4/4/10 – Provided at no cost engineering analysis with pricing to Paul Lackemacher regarding bulk sodium hypochlorite vs. on-site generation of sodium hypochlorite.
14) 8/13/10 – Completely rebuilt and redesigned the sodium hypochlorite system at the main WWTF resulting in significant savings because it allowed bulk deliveries of sodium hypochlorite in lieu of the more expensive drum deliveries. Additionally, the redesign significantly improved operator safety as well.

EXHIBIT "A"

EMERGENCY RESPONSE CUSTOMER SERVICE REFERENCES

- (7/21/25) Bay County WTP: Got phone call that their 7,000-gallon 93% sulfuric acid tank failed on Monday morning. On Tuesday morning, set up two temporary 2,550-gallon sulfuric acid tanks, pumped over remaining sulfuric acid to these tanks and put the temporary tanks on-service. (Reference: Kevin Maxwell, Lead Operator, 850-630-0137)
- (7/17/25) City of Altamonte Springs WTP #5: Odyssey driver reported that one of the bleach tanks had a 12" horizontal crack on the upper sidewall under one of the flat spots on Tuesday. Odyssey performed immediate engineering analysis and sent crew to drill out each end of the crack with a 1/4" hole to keep the crack from propagating and to allow the tank to remain in service since it was only four years old and past the warranty period. (Reference: Austin Langin, Lead WTP Operator, 321-696-1792)
- (10/1/2024) Town of Highland Beach WTP: Same day emergency response when all of their sulfuric acid pumps down and they could not run the RO Plant. Odyssey technicians were able to get all three pumps up and running. (Reference: David Richard, Chief Operator, 561-756-0689)
- (6/30/24) City of Punta Gorda WTP: Got phone call on Monday morning that sulfuric acid injection line to RO plant had catastrophically failed and their anti-scalant system was inoperable and they could not run the RO plant without damaging their membranes. Dispatched crew which ran new temporary acid injection line and had them up and running by Monday afternoon. (Reference: Dr. Bob Cushing, Carollo Engineers, 941-744-7930 or Steve Leonard, Project Manager, 941-628-6319)
- (6/27/25) Sunshine Water Wekiva WTP: Got a phone call on Friday evening at 5:00 PM that one of their two full 2,500-gallon sodium hypochlorite tanks had failed and was leaking out sodium hypochlorite at a high rate that the tank would be empty by the morning. Dispatched tanker and crew and had bleach pumped out to a tanker by 8:00 PM and delivered it to another Sunshine Water facility. (Reference: Brian Gongre, Central Florida Operations VP, 407-948-9840)
- (10/11/24) Villages NSU, CSU, LSSA and VCSA WWTP's: Made four emergency delivers same day to four Villages WWTP's to prevent them from running out of sodium hypochlorite after Hurricane Milton had come through two days previously when their current hypochlorite supplier was unable to deliver. (Reference: David Fennell, Jacobs WWTP Operations Supervisor, 352-661-4256)
- (7/5/24) Horner Express Longwood Location: Customer pulled out of filling station at Horner Express and was still connected to fill lines. He pulled out all of the fill station plumbing for six stations and put Horner Express out of business. Odyssey responded and had fill station plumbing replaced by the afternoon. (Reference: Dylan Kain, Branch Manager, 407-942-0312)
- (5/10/24) Sunshine Water Mid-County WWTP: Got a phone call on Friday morning that Ferric Sulfate tank had catastrophically failed. Odyssey crews responded that morning and isolated spill and performed initial cleanup actions. We setup temporary 6,550-gallon ferric sulfate tank and were able to save 4,000 gallons. We then coordinated cleanup efforts of ACT on the following Saturday morning. (Reference: Domenic Gentilucci, 407-948-9839)
- (04/12/2024) TOHO Water Authority Camelot West WTP: Responded on Friday afternoon to emergency with regard to leaking sodium hypochlorite tank. Installed temporary Assmann 2,550-gallon double-walled tank and pumped bleach in leaking tank to temporary tank. Sent out replacement tank quote the same day. IMT. (Reference: Mike Cotton, WTP Operations Manager, 407-225-3349).

EXHIBIT "A"

- (7/28/23) Horner Express Melbourne Location: Customer pulled out of filling station at Horner Express and was still connected to fill lines. He pulled out all of the fill station plumbing for four stations and put Horner Express out of business. Odyssey responded and had fill station plumbing replaced by the afternoon. (Reference: Sean Kelley, Branch Manager, 321-367-3357)
- (07/07/2023) Polk County Dinner Lake WTP: Responded same day to emergency call to failed tank. Installed temp 2,550 bleach tank for weekend and transferred over sodium hypochlorite from failed tank and then installed new Assmann 1,050 IMT tank the following Monday. (Dave Harkless, Maintenance Supervisor, 863-220-4369)
- 06/09/2023 10:23a - PHA – TOHO Water Authority South Bermuda WWTP: Odyssey responded on Friday night to emergency call facility was out of compliance on chlorine. Technician discovered bpv/prv had been messed with and chemical was going in a circle. Adjusted valves. TOHO had broken valve on injection quill so replaced broken valve on quill. Odyssey Technician stayed on site for a time to make sure residual came into compliance before leaving. (Reference: Don Vedner, WWTP Manager, 407-501-1259)
- (10/1/22) Lee County Pinewoods RO Plant and Corkscrew WTP, Made two emergency delivers same day to two Lee County WTP's to prevent them from running out of sodium hypochlorite after Hurricane Ian had come through two days previously when their current hypochlorite supplier was unable to deliver. (Reference: Hank Barroso, Operations Manager, 239-826-5619)
- (08/05/2022) Pasco County Shady Hills WWTP. Responded same day to tank leak at Shady Hills WWTP and stopped leak. Sent crew next morning to pump out tank and take to another plant. Provided tank replacement quote. (Reference: Kevin Duffy, WWTP Supervisor, 727-247-0776)
- (11/30/2020) Pasco County Cypress Manor WWT: Performed emergency repair on the suction line feeding the pumps replacing the entire line which was leaking and making the plant inoperable. The feed line (injection piping) was also replaced like for like with ½" pipe while we were there because it was leaking also. (Reference: Gerald Runge, Operations Manager, 727-271-9557)
- (02/05/2021) Hillsborough County Central WTP: Same day emergency response to replace cracked 2" flange on bottom of sodium hypochlorite tank. A Contractor was sandblasting and hit the pipe cracking the flange. (Reference: Norrise Shellman, WTP Manager, 813-539-5839)

7E

EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

Safety and Reliability

Safety and reliability are extremely important and should be a major consideration in the Utility's "informed decision process". Odyssey Manufacturing has only one "Safety Incident" in the past five years. In August 2022, we had the rear brakes on a tanker catch fire while heading south on I-75 near Punta Gorda. The driver was unable to put out the fire with his extinguisher, so the Fire Department responded and put out the fire. The tanker breached from the fire and just over 1,000 gallons of sodium hypochlorite was spilled on the ground. Cleanup was completed. This is the only incident for Enclosure 7E.

Odyssey has not had any regulatory actions including but not limited to, any fines, correspondence, and consent orders relating to the operation of ALL our manufacturing and distribution facilities that serve the Florida market in the past ten (10) years. Included here are the OSHA Form 300A/300 logs for the past five (5) years.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 33619

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 89

Total hours worked by all employees last year: 223,399.73

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: Title: General Manager

Phone: 813-635-0339 Date: 1/16/26

Reset

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Tampa State: Fl

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
								Remained at Work				Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	NONE		/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 330 Hillbrath Drive

City: Lantana State: Fl Zip: 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 7

Total hours worked by all employees last year: 19,169.91

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 1/16/26

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Lantana State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Illness: Skin disorder (2)	Illness: Respiratory condition (3)	Illness: Poisoning (4)	Illness: Hearing loss (5)	Illness: All other illnesses (6)
Reset	None		month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
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Reset			month / day							days	days						
Reset			month / day							days	days						
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name Odyssey Manufacturing Company

Street 250 Central Florida Parkway

City Orlando State Fl. Zip 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees 1

Total hours worked by all employees last year 2,589.57

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive Title General Manager

Phone 813-635-0339 Date 1/16/26

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 25

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
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- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

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- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Orlando State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
								Remained at Work				(M) Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	NONE		month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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Add a Form Page

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Tampa State: Fl

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Illness: Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset 1	[redacted]	Driver	1/5 month/day	On a tank in the loading area	Broke both wrists		●			169 days	days	●					
Reset 2	[redacted]	Driver	9/10 month/day	Fill area at a customer's site	Bleach in eyes		●			49 days	days	●					
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Reset			/ month/day							days	days						
Page totals ▶						0	2	0	0	218	0	2	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	2	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
218	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	2	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment Information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 33619

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment Information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 81

Total hours worked by all employees last year: 214,331.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: General Manager Title

Phone: 813-635-0339 Date: 1/24/2025

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Orlando State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
								Remained at Work				Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory conditions (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	None		/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1)	(2)	(3)	(4)	(5)	(6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 250 Central Florida Parkway

City: Orlando State: Fl Zip: 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 1

Total hours worked by all employees last year: 2,569.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 1/24/2025

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Manufacturing Company

City: Lantana State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Illness: Skin disorder (2)	Illness: Respiratory condition (3)	Illness: Poisoning (4)	Illness: Hearing loss (5)	Illness: All other illnesses (6)
Reset	None		/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 24

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 330 Hillbrath Drive

City: Lantana State: Fl Zip: 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment Information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 7

Total hours worked by all employees last year: 20,816.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 1/24/2025

Reset

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Odyssey Manufacturing Company

Street 250 Central FLorida Parkway

City Orlando State Fl Zip 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemicla Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees 1

Total hours worked by all employees last year 2,629.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company ~~executive~~ Owners/ Manager Title

Phone 813-635-0339 Date 1/26/2024

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Orlando State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
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Reset			month / day							days	days						
Reset			month / day							days	days						
Page totals ▶						0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

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EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 330 Hillbrath Drive

City: Lantana State: Fl Zip: 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 7

Total hours worked by all employees last year: 17,455.50

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 1/26/2024

Reset

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Lantana State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Page totals ▶						0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 33619

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 76

Total hours worked by all employees last year: 201,886.80

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 01/26/2024

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 23

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Tampa State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	None		___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
Reset			___/___ month / day							___days	___days						
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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Add a Form Page

EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 250 Central FLorida Parkway

City: Orlando State: Fl Zip: 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemicla Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 1

Total hours worked by all employees last year: 2,737.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 2/1/2023

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Orlando State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. (Enter the number of days the injured or ill worker was:)		Step 5. (Select one column:)					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Illness: Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Page totals ▶						0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
25	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Establishment information

Your establishment name: Odyssey Manufacturing Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 33619

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacture

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 78

Total hours worked by all employees last year: 208,667.05

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: General Manager

Phone: 813-635-0339 Date: 2/1/2023

Reset

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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EXHIBIT "A"

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
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Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Tampa State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column:					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Remained at Work: Job transfer or restriction (I)	Remained at Work: Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Illness: Skin disorder (2)	Illness: Respiratory condition (3)	Illness: Poisoning (4)	Illness: Hearing loss (5)	Illness: All other illnesses (6)
Reset 1	[redacted]	Driver	9 / 22 month / day	Concrete pad on customer's site	injuried nose, head, shoulder	○	●	○	○	25 days	days	●	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
Reset			/ month / day			○	○	○	○	days	days	○	○	○	○	○	○
					Page totals ▶	0	1	0	0	25	0	1	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

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Establishment information

Your establishment name Odyssey Manufacturing Company

Street 330 Hillbrath Drive

City Lantana State Fl Zip 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Chemical Manufacturer

North American Industrial Classification (NAICS), if known (e.g., 336212)

2819

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees 5

Total hours worked by all employees last year 10,433.25

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive General Manager Title

Phone 813-635-0339 Date 2/1/2023

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 22

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name Odyssey Mfg. Company

City Lantana State Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other Illnesses (6)
Reset	none		month / day							days	days						
Reset			month / day							days	days						
Reset			month / day							days	days						
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Reset			month / day							days	days						
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

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EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
7	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	1	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name: Odyssey Mfg. Company

Street: 1484 Massaro Blvd.

City: Tampa State: Fl Zip: 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypchlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 72

Total hours worked by all employees last year: 173,664.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: [signature] Title: PRESIDENT

Phone: 8136350339 Date: 1/31/2022

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

Reminders:
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Odyssey Mfg. Company

City: Tampa State: Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
1	[redacted]	Driver	8/21 month/day	behind Co. Tanker truck/fill line	bleach in eyes		●			7 days	days	●					
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
			/ month/day							days	days						
Page totals ▶						0	1	0	0	7	0	1	0	0	0	0	0
												Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)

Reset

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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EXHIBIT "A"

OSHA's Form 300A (Rev. 04/2004)

Summary of Work-Related Injuries and Illnesses

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment Information

Your establishment name: Odyssey Mfg. Company

Street: 330 Hillbrath Dr.

City: Lantana State: Fl Zip: 33462

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypchlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

3 2 5 1 8 0

Employment Information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 8

Total hours worked by all employees last year: 13,803.00

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive: PRESIDENT Title

Phone: 8136350339 Date: 1/31/2022

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

Please Record:
- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

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- Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name Odyssey Mfg. Company

City Lantana State Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	(M) Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
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Reset			/ month / day							days	days						
					Page totals ▶	0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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Add a Form Page

EXHIBIT "A"

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Summary of Work-Related Injuries and Illnesses

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

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Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of . . . (M)

(1) Injuries	0	(4) Poisonings	0
(2) Skin disorders	0	(5) Hearing loss	0
(3) Respiratory conditions	0	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

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Establishment information

Your establishment name Odyssey Mfg. Company

Street 250 Central Florida Parkway

City Orlando State Fl Zip 32824

Industry description (*e.g., Manufacture of motor truck trailers*)

Manufacture of Sodium Hypchlorite

North American Industrial Classification (NAICS), if known (e.g., 336212)

325180

Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees 1

Total hours worked by all employees last year 2,761.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive PRESIDENT Title

Phone 8136350339 Date 1/31/2022

Reset

EXHIBIT "A"

OSHA's Form 300 (Rev. 04/2004)

Log of Work-Related Injuries and Illnesses

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Year 20 21

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Please Record:
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- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

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- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name Odyssey Mfg. Company

City Orlando State Fl.

Step 1. Identify the person			Step 2. Describe the case			Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome: Remained at Work)				Step 4. Enter the number of days the injured or ill worker was:		Step 5. Select one column: (M) Illness					
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Death (G)	Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)	Away from work (K)	On job transfer or restriction (L)	Injury (1)	Skin disorder (2)	Respiratory condition (3)	Poisoning (4)	Hearing loss (5)	All other illnesses (6)
Reset	none		/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
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Reset			/ month / day							days	days						
Reset			/ month / day							days	days						
Page totals						0	0	0	0	0	0	0	0	0	0	0	0
												(1) Injury	(2) Skin disorder	(3) Respiratory condition	(4) Poisoning	(5) Hearing loss	(6) All other illnesses

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Add a Form Page

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EXHIBIT "A"

U.S. Department
of Transportation
**Federal Motor
Carrier Safety
Administration**

1200 New Jersey Ave., S.E.
Washington, DC 20590

March 29, 2018

In reply refer to:
USDOT No.: 826347

MARVIN RAKES
PRESIDENT
ODYSSEY MANUFACTURING COMPANY
ODYSSEY MANUFACTURING CO
1484 MASSARO BLVD
TAMPA, FL 33619

Safety Audit Pass

This letter is to inform you that, based on the results of the safety audit conducted on ODYSSEY MANUFACTURING COMPANY on March 21, 2018, the Federal Motor Carrier Safety Administration (FMCSA) has determined that ODYSSEY MANUFACTURING COMPANY may continue to operate in interstate commerce within the United States.

However, for-hire motor carriers cannot operate in interstate commerce unless they obtain operating authority from FMCSA by following the registration procedures described in 49 CFR part 365, unless providing transportation exempt from 49 CFR part 356 registration requirements.

You are reminded that as a new entrant motor carrier FMCSA will continue to monitor and evaluate ODYSSEY MANUFACTURING COMPANY's safety management practices and on-road performance to ensure ODYSSEY MANUFACTURING COMPANY is complying with Federal requirements including the Federal Motor Carrier Safety Regulations (FMCSRs) and applicable Federal Hazardous Materials Regulations (HMRs). ODYSSEY MANUFACTURING COMPANY may be granted permanent registration no earlier than 18 months from the date its USDOT New Entrant registration was originally granted. Failure to comply with applicable requirements may result in the revocation of ODYSSEY MANUFACTURING COMPANY's USDOT New Entrant or permanent registration.

If you have any questions concerning your New Entrant Status, please call your division office number (202) 366-4023.

Sincerely,

Joseph P. DeLorenzo, Director, Office of Enforcement and Compliance

RECEIVED APR 04 2018

EXHIBIT "A"

USDOT#	Legal: ODYSSEY MANUFACTURING COMPANY	Review Date:
826347	Operating (DBA): ODYSSEY MANUFACTURING CO	3/21/2018

Part A - General Information

MC/MX #: **State #:** **Federal Tax ID:** 65-0846345
Review Type: Safety Audit – New Entrant **Location of Review/Audit:** Company Facility in the U. S.
Scope: Entire Operation **Territory:**

Operation Types	Interstate	Intrastate
Carrier:	HM	N/A
Shipper:	N/A	N/A
Cargo Tank:	N/A	

Business: Corporation
Gross Revenue: $50,000,000.00
for year ending: 3/21/2018

Company Physical Address:

1484 MASSARO BLVD
TAMPA, FL 33619, US

Contact Name: Marvin Rakes - President (Officer)
Phone numbers: (1) 813-635-0339 **(2)** **Fax** 813-630-2589
E-Mail Address: pallman@odysseymanufacturing.

Company Mailing Address:

1484 MASSARO BLVD
TAMPA, FL 33619, US

Carrier Classification

Private Property

Cargo Classification

Chemicals

Hazardous Materials

8.0 Corrosive Material	Carried	Bulk

Does carrier transport placardable quantities of HM? Yes - Interstate
Is an HM Permit required? No

Driver Information

	Interstate	Intrastate
< 100 Miles:	0	0
>= 100 Miles:	27	0

Average trip leased drivers/month: 0
Total Drivers: 27
CDL Drivers: 27

Equipment

	Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased
Truck Tractor	0	27	0	Trailer	3	0	0
HM Cargo Tank Trailer	27	0	0				

EXHIBIT "A"

	USDOT#	Legal: ODYSSEY MANUFACTURING COMPANY	Review Date:
	826347	Operating (DBA): ODYSSEY MANUFACTURING CO	3/21/2018

Part A - General Information

Power units used in the U.S.:	27
Percentage of time used in the U.S.:	100

EXHIBIT "A"

	ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part A

Question about this report or the Federal Motor Carrier Safety or Hazardous Material

may be addressed to the Federal Motor Carrier Safety Administration at:

3500 Financial Plaza, Suite 200
Tallahassee, FL 32312-5900
Phone: (850) 942-9338 Fax: (850) 942-9680

This SAFETY AUDIT will be used to assess your safety compliance.

Person(s) Interviewed:

Name: Marvin Rakes	**Title:** President
Name: Patrick Allman	**Title:** General Manager

Safety Investigator Name: MOSLEY

Code: FL0612

EXHIBIT "A"

ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part B - Questions and Answers

An asterisk (*) beside an answer indicates an area of non-compliance by the motor carrier, and negatively affects the results of the audit.

Question	Answer
Factor 1. General Question #1 Section #387.7(a) Acute Does the carrier have the required minimum level of financial responsibility in effect (property carrier)?	Yes
Factor 1. General Question #2 Section #387.7(d) Critical Does the carrier have required proof of financial responsibility (property carrier)?	Yes
Factor 1. General Question #3 Section #387.31(a) Acute Does the carrier have the required minimum level of financial responsibility in effect (passenger carrier)?	N/A
Factor 1. General Question #4 Section #387.31(d) Critical Does the carrier have required proof of financial responsibility (passenger carrier)?	N/A
Factor 1. General Question #5 Section #13901 392.9a(a) Is the motor carrier authorized to conduct interstate operations in the United States?	Yes
Factor 1. General Question #6 Section #390.15(b)(1) Can the carrier provide a complete accident register of recordable accidents for up to 3 years after each accident?	N/A
Factor 1. General Question #7 Section #390.21 Does the carrier know the commercial motor vehicles marking requirements?	Yes
Factor 2. Driver Question #1 Section #391.51(b)(1) Does the carrier maintain driver's application in accordance with 391.21?	Yes
Factor 2. Driver Question #2 Section #391.51(b)(2) Critical Does the carrier maintain a copy of the motor vehicle record received from each State pursuant to 391.23(a)(1)?	Yes
Factor 2. Driver Question #3 Section #391.51(b)(3) Does the carrier maintain the certificate of driver's road test pursuant to 391.31(e) or copy of the license accepted as equivalent to the driver's road test pursuant to 391.33?	Yes
Factor 2. Driver Question #4 Section #391.51(b)(4) Does the carrier maintain the motor vehicle record from each state driver licensing agency to the annual driver record inquiry required by 391.25(a)?	Yes
Factor 2. Driver Question #5 Section #391.51(b)(5) Does the carrier maintain the annual review of the driver's driving record as required by 391.25(c)(2) ?	Yes
Factor 2. Driver Question #6 Section #391.51(b)(6) Does the carrier maintain a list or certificate relating to violations of motor vehicle laws required by 391.27?	Yes
Factor 2. Driver Question #7 Section #391.51(b)(7) Critical Does the carrier maintain the medical examiner's certificate as required by 391.43(g)?	Yes

EXHIBIT "A"

Question	Answer
Factor 2. Driver Question #8 Section #391.51(b)(8) Does the carrier maintain a Skill Performance Evaluation Certificate (SPEC)?	N/A
Factor 2. Driver Question #9 Section #391.53(a) Does the carrier maintain investigations into the driver safety performance history?	Yes
Factor 2. Driver Question #10 Section #391.11(b)(4) Acute Is the carrier using physically qualified drivers?	Yes
Factor 2. Driver Question #11 Section #391.15(a) Acute Is the carrier using any disqualified drivers?	No
Factor 2. Driver Question #12 Section #382.115(a), 382.115(b) Acute Has the carrier implemented an alcohol and/or controlled substances testing program?	Yes
Factor 2. Driver Question #13 Section #382.213(b) Acute Has the carrier used drivers who have used controlled substances?	No
Factor 2. Driver Question #14 Section #382.215 Acute Has the carrier used a driver who has tested positive or has adulterated or substituted a test specimen for a controlled substance?	No
Factor 2. Driver Question #15 Section #382.201 Acute Has the carrier used a driver known to have an alcohol concentration of 0.04 or greater?	No
Factor 2. Driver Question #16 Section #382.505(a) Acute Has the carrier used a driver found to have an alcohol concentration of .02 or greater but less than .04 within 24 hours of being tested?	No
Factor 2. Driver Question #17 Section #382.301(a) Critical Has the carrier ensured that drivers have undergone testing for controlled substances prior to performing a safety sensitive function?	Yes
Factor 2. Driver Question #18 Section #382.303(a) Critical Has the carrier conducted post accident testing on drivers for alcohol?	N/A
Factor 2. Driver Question #19 Section #382.303(b) Critical Has the carrier conducted post accident testing on drivers for controlled substances?	N/A
Factor 2. Driver Question #20 Section #382.305 Acute Has the carrier implemented random testing program?	Yes
Factor 2. Driver Question #21 Section #382.305(b)(1) Critical Has the carrier conducted random alcohol testing at an annual rate of not less than the applicable annual rate or prorated rate of the average number of driver positions?	Yes
Factor 2. Driver Question #22 Section #382.305(b)(2) Critical Has the carrier conducted controlled substance testing at the applicable prorated rate of not less than the applicable annual rate of the average number of driver positions?	Yes

EXHIBIT "A"

Question	Answer
Factor 2. Driver Question #23 Section #40.305(a) Has the carrier conducted the required return-to-duty tests on employees returning to safety-sensitive functions?	N/A
Factor 2. Driver Question #24 Section #40.309(a) Is the carrier conducting follow-up testing as directed by the Substance Abuse Professional?	N/A
Factor 2. Driver Question #25 Section #382.211 Acute Has the carrier used a driver who has refused to submit to an alcohol or controlled substances test required under Part 382?	No
Factor 2. Driver Question #26 Section #382.503 Critical Has the carrier used a Substance Abuse Professional as required by 49 CFR Part 40 Subpart O?	N/A
Factor 2. Driver Question #27 Section #382.601 Does the carrier have a copy of a complete alcohol and drug testing policy?	Yes
Factor 2. Driver Question #28 Section #382.603 Does the carrier have evidence that all designated supervisors have received the required Reasonable Suspicion Supervisor Training?	Yes
Factor 2. Driver Question #29 Section #383.23(a) Critical Has a driver operated a commercial motor vehicle without a current operating license, or a license, which hasn't been properly classed and endorsed?	No
Factor 2. Driver Question #30 Section #383.37(b) Acute Has the motor carrier knowingly allowed it's drivers who's CDLs have been suspended, revoked or canceled by a state, have lost the right to operate a CMV in a State, or have been disqualified from operating a CMV to operate a commercial motor vehicle?	No
Factor 2. Driver Question #31 Section #383.51(a) Acute Has the motor carrier knowingly allowed, required, permitted, or authorized a driver to drive who is disqualified to drive a commercial motor vehicle?	No
Factor 3. Operation Question #1 Section #395.1(e)(1), 395.1(e)(2) Does the carrier have a system for recording hours of duty status on 100/150- mile radius drivers, and are they properly utilizing the 100/150 air-mile radius exemption?	N/A
Factor 3. Operation Question #2 Section #395.8(a) Critical Does the carrier require drivers to make a record of duty status?	Yes
Factor 3. Operation Question #3 Section #395.8(i) Critical Does the carrier require drivers to submit records of duty status within 13 days?	Yes
Factor 3. Operation Question #4 Section #395.8(k)(1) Critical Can the carrier produce records of duty status and supporting documents for selected drivers?	Yes
Factor 3. Operation Question #5 Section #395.3(a)(1) Critical Has the carrier allowed driver(s) to exceed the 11-hour rule? (Property)	No
Factor 3. Operation Question #6 Section #395.3(a)(2) Critical Has the carrier allowed driver(s) to exceed the 14-hour rule? (Property)	No

EXHIBIT "A"

Question	Answer
Factor 3. Operation Question #7 Section #395.3(b)(1) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 60 hours in 7 consecutive days? (Property)	No
Factor 3. Operation Question #8 Section #395.3(b)(2) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 70 hours in 8 consecutive days? (Property)	No
Factor 3. Operation Question #9 Section #395.5(a)(1) Critical Has the carrier allowed driver(s) to exceed the 10 hour rule? (Passenger)	N/A
Factor 3. Operation Question #10 Section #395.5(a)(2) Critical Has the carrier allowed driver(s) to exceed the 15 hour rule? (Passenger)	N/A
Factor 3. Operation Question #11 Section #395.5(b)(1) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 60 hours in 7 consecutive days? (Passenger)	N/A
Factor 3. Operation Question #12 Section #395.5(b)(2) Critical Has the carrier allowed driver(s) to drive after having been on duty more than 70 hours in 8 consecutive days? (Passenger)	N/A
Factor 3. Operation Question #13 Section #395.8(e) Critical Does available evidence indicate a selected driver has prepared a false record of duty status?	No
Factor 3. Operation Question #14 Section #392.2 Critical Does the motor carrier ensure that drivers operate commercial motor vehicles in accordance with the laws, ordinances, and regulations of the jurisdictions in which they are operating?	Yes
Factor 3. Operation Question #15 Section #392.9(a)(1) Critical Does the carrier ensure that drivers are not permitted to drive a vehicle without the cargo properly distributed and adequately secured?	Yes
Factor 3. Operation Question #16 Section #392.4(b) Acute Have any drivers operated a commercial motor vehicle while under the influence of, or in possession of, narcotic drugs, amphetamines, or any other substances capable of rendering the drivers incapable of safely operating motor vehicles?	No
Factor 3. Operation Question #17 Section #392.5(b)(1) Acute Have any drivers operated a commercial motor vehicle while under the influence of, or in possession of, intoxicating beverages?	No
Factor 3. Operation Question #18 Section #392.5(b)(2) Acute Have any drivers operated a commercial motor vehicle within 4 hours of having consumed intoxicating beverages?	No
Factor 3. Operation Question #19 Section #392.80(b)/ 392.82 Have any drivers operated a commercial motor vehicle while engaged in texting or using a handheld mobile device?	No
Factor 4. Maintenance Question #1 Section #396.3(b) Critical Can the carrier produce complete maintenance files for requested vehicle(s)?	Yes
Factor 4. Maintenance Question #2 Section #396.17(a) Critical Does the motor carrier conduct periodic (annual) inspections for selected vehicles?	Yes

EXHIBIT "A"

Question	Answer
Factor 4. Maintenance Question #3 Section #396.19 Is the carrier using qualified inspectors (mechanic) and maintaining evidence of the inspector's qualifications?	Yes
Factor 4. Maintenance Question #4 Section #396.21(b)(1) Can the motor carrier produce evidence of periodic (annual) inspections for selected vehicles?	Yes
Factor 4. Maintenance Question #5 Section #396.11(a) Critical Does the motor carrier require drivers to complete vehicle inspection reports daily?	Yes
Factor 4. Maintenance Question #6 Section #396.11(c) Acute Does the carrier ensure that out-of-service defects listed by the driver in the driver vehicle inspection reports are corrected before the vehicle is operated again?	Yes
Factor 4. Maintenance Question #7 Section #396.9(c)(2) Acute Does the carrier ensure vehicles that have been declared "out-of-service" do not operate before repairs have been made?	Yes
Factor 4. Maintenance Question #8 Section #396.3 Can the carrier explain its systematic, periodic maintenance program?	Yes
Factor 5. Hazmat Question #1 Section #107.608(a) Is the carrier registered with the Pipeline and Hazardous Materials Safety Administration, and do they have copies of all of their registrations for the previous 3 years?	Yes
Factor 5. Hazmat Question #2 Section #173.6 Does the motor carrier transport Materials of Trade (MOT), that follow all the requirements listed in 173.6?	N/A
Factor 5. Hazmat Question #3 Section #171.15 Critical Does the carrier promptly report hazardous materials incidents requiring immediate telephone notice to the appropriate authorities?	N/A
Factor 5. Hazmat Question #4 Section #171.16 Critical Does the carrier file hazardous materials incident reports when required?	N/A
Factor 5. Hazmat Question #5 Section #172.516 Is the motor carrier and its drivers in compliance with the requirements for placarding hazardous materials and display of placards on vehicles?	Yes
Factor 5. Hazmat Question #6 Section #172.604(a) Does the carrier have a contract with a qualified entity to provide emergency response information or does the carrier provide emergency response to spills or incidents?	Yes
Factor 5. Hazmat Question #7 Section #172.700(a) Critical Does the carrier provide HM training for its Hazmat employees?	Yes
Factor 5. Hazmat Question #8 Section #172.704(a) Do the HM training materials cover the minimum required elements?	Yes
Factor 5. Hazmat Question #9 Section #172.704(d) Does the motor carrier have on file the required records for hazardous materials training for each hazardous materials employee?	Yes

EXHIBIT "A"

Question	Answer
Factor 5. Hazmat Question #10 Section #177.817(a) Critical Are the shipping papers used by the carrier properly prepared?	Yes
Factor 5. Hazmat Question #11 Section #177.817(e) Critical Does the carrier maintain proper accessibility for shipping papers?	Yes
Factor 5. Hazmat Question #12 Section #177.841(e) Acute Does the carrier transport packages bearing a poison label in the same vehicle with any foodstuff or feed for humans or animals in violation of the regulations?	N/A
Factor 5. Hazmat Question #13 Section #177.848 Is the motor carrier aware that some hazardous materials may not be transported in the same vehicle with other hazardous material?	N/A
Factor 5. Hazmat Question #14 Section #180.407(a) Critical Has the carrier transported a shipment of HM in a cargo tank that has not been inspected or tested in accordance with 180.407?	No
Factor 5. Hazmat Question #15 Section #180.407(c) Critical Are all of the cargo tanks used for the transportation of hazardous materials periodically inspected and tested in accordance with 180.407?	Yes
Factor 5. Hazmat Question #16 Section #180.415 Critical Are cargo tanks that pass inspections or tests required by 180.407 marked?	Yes
Factor 5. Hazmat Question #17 Section #180.417(a)(1) Critical Has the carrier retained all of the manufacturer's cargo tank data report certificates and related papers, as required?	Yes
Factor 5. Hazmat Question #18 Section #397.13(a) Critical Has the carrier permitted anyone to smoke when within 25 feet of a vehicle containing Class 1 materials, Class 5 materials, or flammable materials classified in Division 2.1, Class 3, Divisions 4.1 and 4.2?	No
Factor 7. Other Question #1 Section #375.211 Does the carrier participate in an Arbitration Program?	N/A
Factor 7. Other Question #2 Section #13702 Does the carrier assess shipper freight charges based upon published tariffs?	N/A
Factor 7. Other Question #3 Section #375.401(c) Does the carrier provide reasonably accurate estimates of moving charges?	N/A
Factor 7. Other Question #4 Section #375.407(a), 375.703(b) Has the carrier avoided "hostage freight" or other predatory practices?	N/A
Factor 7. Other Question #5 Section #387.301(a), 387.301(b) Does the HHG carrier have sufficient levels of public liability and cargo insurance?	N/A
Factor 7. Other Question #6 Section #375.215 Does the carrier have a published tariff and is the motor carrier charging the applicable rate (375.215).	N/A

EXHIBIT "A"

Question	Answer
Factor 7. Other Question #7 Section #375.213 Can the motor carrier identify the five documents required to be given to a prospective individual shipper prior to executing an order for service?	N/A
Factor 7. Other Question #8 Section #49 CFR 37 subpart H Does the carrier have the means to provide accessible over-the-road bus (OTRB) service on a 48-hour advance notice basis by its owned or leased OTRBs?	N/A
Factor 7. Other Question #9 Section #49 CFR 37 subpart H If the carrier does not have the means then does the carrier have an arrangement with another carrier that operates accessible OTRBs?	N/A
Factor 7. Other Question #10 Section #Motorcoach Safety Action Plan Does the over-the-road bus company own or lease a facility for inspection, repair, and maintenance of its vehicles?	N/A
Factor 7. Other Question #11 Section #Motorcoach Safety Action Plan Does the over-the-road bus company have an arrangement or contract for systematic inspection, repair, and maintenance of its vehicles?	N/A

EXHIBIT "A"

	ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part B

Your Proposed Safety Audit Result is: PASS

Explanation of Scoring Methodology

Factor	Failed Questions Critical	Failed Questions Acute	Performance Test Status	Total Points	Factor Status
1. General	0	0	—	0	PASS
2. Driver	0	0	—	0	PASS
3. Operations	0	0	—	0	PASS
4. Maintenance	0	0	PASS — 0.00 %	0	PASS
5. Hazardous Materials	0	0	—	0	PASS
6. Accidents	—	—	PASS — 0.00	—	PASS
SUM	0	0		0	PASS

Result: Carrier has adequate basic safety management controls in place.

NOTE: Carrier has the right to request a review of this determination if there are factual or procedural disputes.

HOW THE SA IS SCORED

FACTORS - The Federal Motor Carrier Safety and Federal Hazardous Material Regulations are categorized into six factors. Multiple questions address the various factors. The Part B Question & Answer Report lists the CFR section numbers related to each question.

CRITICAL/ACUTE - Questions are also defined as CRITICAL, ACUTE or neither depending on the significance of the underlying regulation. Questions are assigned a point value if they are incorrectly answered. Critical = 1 and Acute = 1.5. The point values are summed for each factor. Any factor with a point value of 3 or more is marked "FAILED".

OUT OF SERVICE (OOS) RATE - The Driver/Vehicle OOS rate is used in factor #4 as another question. If there have been at least three level 1, 2, or 5 North American Standard Inspections conducted over the past year, they will be summarized. If the summed OOS rate is 34% or above, one additional point is assigned to that factor.

CRASH FACTOR - Carriers are defined as urban or non-urban in order to compensate for the higher crash risk of urban operations. Urban carriers are defined as those that operate within a 100 air-mile radius. The crash rate for a carrier is calculated as accidents per million miles traveled. Factor #6 is "FAILED" if the urban carrier crash rate exceeds 1.7 or the non-urban carrier crash rate exceeds 1.5.

OVERALL STATUS DETERMINATION - Any carrier with 3 or more "FAILED" factors is deemed to have failed the Safety Audit by having inadequate safety management controls in place to operate in the U.S.

EXHIBIT "A"

	ODYSSEY MANUFACTURING COMPANY (ODYSSEY MANUFACTURING CO dba) USDOT#: 826347	Review Date: 3/21/2018

Part B Requirements and/or Recommendations

1. "Is Your Registration Information Current?"
   FMCSA requires carriers to update their registration data via a MCS-150 form every 24 months. Please review, verify and update your contact information, Vehicle Miles Travelled (VMT) and Power Unit (PU) data to ensure that it is current and accurate, since it is used in the new Carrier Safety Measurement System. You should access the system, review all the information and press the submit button. Once you've done this, the system will record that you've reviewed the information and you will be in compliance with the biennial update requirement.
   https://li-public.fmcsa.dot.gov/LIVIEW/PKG_REGISTRATION.prc_option
2. A complete Educational and Technical Assistance package entitled " A MOTOR CARRIER'S GUIDE TO IMPROVING HIGHWAY SAFETY" is available free on the FMCSA website to assist you in complying with the safety regulations. It contains many forms and documents useful for improving the safety of your operations. Check: www.fmcsa.dot.gov/factsfigs/eta/index.html.

7F

EXHIBIT "A"

FW&PCOA
Organized in 1941

Florida Water & Pollution Control Operators Association, Incorporated

September 8, 2014

ODYSSEY
Attention: Patrick Allman
1484 Massaro Blvd.
Tampa, FL 33619

Dear: Patrick Allman:

We are pleased to inform that FW&PCOA has granted your request for Approval of your CEU Course Offerings. The FW&PCOA course number and Continuing Education Units are as follows:

TITLE	COURSE ID #	CEU's
Sodium Hypochlorite	**DS/DW/WW02070001**	**0.2**
On-Site Generation of Sodium Hypochlorite	**DS/DW/WW02070002**	**0.2**
Disinfection Basic & Chloramination	**DS/DW/WW02070003**	**0.2**
Chemical System Design & Troubleshooting	**DS/DW/WW02070004**	**0.2**
Basic Chemical Handling, Safety & Operation	**DS/DW/WW02070005**	**0.2**

When you have completed your seminar, I need to have the following mailed to me within 15 days of course completion:

Course Completion Record completed with each person that attended the seminar
Course Roster and Sign-in Sheets
Certificate of Completion completed for each student in attendance
Course evaluation form filled out by each student
Payment of $10.00 per student for each course they attended

If you have any further questions please do not hesitate to contact us.

Sincerely,

Shirley Reaves
FW&PCOA Training Office
4401 S. Hopkins Ave. Suite 108
Titusville, FL 32780
Phone (321) 383-96900
Fax (321) 383-9691

7G

EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

ODYSSEY MANUFACTURING CO.

09/30/25

Ultra-Chlor Sodium Hypochlorite Specification

For

12.5 Trade Percent Available Chlorine

Item	Guarantees	Typical Values
Chemical Formula:	NaOCl in water	NaOCl in water
Delivered Grams per Liter:	≥125 GPL	125 - 128 GPL
Delivered Trade Percent	≥12.5	12.5 – 12.8
Specific Gravity Range:	1.159 - 1.172	1.163 - 1.165
% by Weight Excess Sodium Hydroxide:	0.2 – 0.4	0.25 – 0.35
pH:	12.3 – 12.9	12.4 – 12.7
Weight % Sodium Hypochlorite:	≥11.1	11.1 - 11.4
Iron (Fe):	<0.30 mg/L	.1 - .2 mg/L
Copper (Cu):	<0.03 mg/L	Not detectable
Nickel (Ni):	<0.03 mg/L	Not detectable
Manganese (Mn):	<0.03 mg/L	Not detectable
Selenium (Se):	<.02 mg/L	Not detectable
Total Hardness (as calcium carbonate)	<3.0 mg/L	1.0 – 1.5 mg/L
Bromate:	<20 mg/L	0 – 5 mg/L
Perchlorate (At time of manufacture):	<10 mg/L	Not Detectable
Chlorate (At time of manufacture):	<2,000 mg/L	500-1,000 mg/L
Viscosity (Varies with temperature):	1.75 – 2.50 centipois	1.75 – 2.50 centipois
Specific Heat:	.90 - .94 Cal./gm/deg C	.91 - .93 Cal./gm/deg C
Thermal Conductivity :	.2 - .4 W/m/deg C	.3 - .35 W/m/deg C
Suspended Solids Test (e.g. Filter Test):	<3 minutes	.9 – 1.25 minutes
Appearance:	Greenish-yellow liquid	Greenish-yellow liquid

Note: Product is certified to meet ANSI/NSF Standard 60 and is in compliance with ANSI/AWWA Standard B300-10.

EXHIBIT "A"

REVISED 01/01/26

ODYSSEY
MANUFACTURING CO.

SODIUM HYPOCHLORITE (ULTRA CHLOR)

SAFETY DATA SHEET

SECTION I - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

1.1 Product identifier
Product name: ULTRA CHLOR
Product code(s): 8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Synonyms: Sodium Hypochlorite Solution, Bleach Solution, Bleach Liquor, Hypo-solution, Bleach, Liquid Bleach
REACH Registration Number: The materials in this product have been registered according to Regulation (EC) 1907/2006.

1.2 Relevant identified uses of the substance or mixture and uses advised against
Uses: Cleaner, Disinfectant, Biocide and Sanitizer
Uses Advised Against: None

1.3 Details of the Supplier and of the Safety Data Sheet (SDS)
Odyssey Manufacturing Co.
1484 Massaro Boulevard
Tampa, Florida 33619
+1-813-635-0339 (24 hours)

1.4 Emergency telephone number:
1-800-ODYSSEY (Florida)
1-813-635-0339 (Outside Florida)
1-813-340-9093 (Control Room Cell Phone)

SECTION II - HAZARDS IDENTIFICATION

2.1 Classification of substance or mixture
Classification REGULATION (EC) No 1272/2008
Skin Corrosiveness: IB; Skin Irritant: 2
Eye Irritant: 2
Aquatic Acute: 1
Description: Clear, greenish-yellow liquid; chlorine-like odor. Irritating to eyes, skin and respiratory system. Can cause burns to all areas contacted.

2.2 Label elements
Labeling Regulation (EC) No 1272/2008
Hazard pictograms

Signal word: **DANGER**
Hazard statements:

H314 – Causes severe skin burns and eye damage
H319 – Causes serious eye irritation
H400 – Very toxic to aquatic life

[Prevention] P260 – Do not breathe dusts or mists.
P264 – Wash hands or any exposed skin areas thoroughly after handling.
P273 – Avoid release to the environment.
P280 – Wear protective gloves/protective/clothing/eye protection/face protection.

[Response] P301 + P330 + P331 – IF SWALLOWED: Rinse mouth. Do NOT induce vomiting.
P303 + P361 + P353 – IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower.
P363 – Wash contaminated clothing before reuse.
P304 + 340 – IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing.
P310 – Immediately call a POISON CENTER or doctor/physician.
P305 + P351 + P338 – IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P337 – If eye irritation persists: Get medical advice/attention.
P391 – Collect spillage.

[Storage] P405 – Store locked up.

[Disposal] P501 – Dispose of container in accordance with local/regional/national/international regulations.

Classification according to Directive 67/548/EEC or Directive 1999/45/EC

Risk phrases:
R31 – Contact with acids liberates toxic gas.
R34 – Causes burns.
R36/38 – Irritating to eyes and skin.
R50 – Very toxic to aquatic organisms.

Safety phrases:
S1/2 – Keep locked up and out of the reach of children.
S26 – In case of contact with eyes, rinse immediately with plenty of water and seek medical advice.
S28 – After contact with skin, wash immediately with plenty of soap-suds.
S37/39 – Wear suitable gloves and eye/face protection.
S45 – In case of accident or if you feel unwell, seek medical advice immediately (Show the label whenever possible).
S50 – Do not mix with acids or other incompatible materials (refer to section 10).
S60 – This material and its container must be disposed of as hazardous waste.

Additional labeling: EUH031 – Contact with acids liberates toxic gas.

SECTION III - COMPOSITION, INFORMATION ON INGREDIENTS

3.1 Substances

Chemical nature: Sodium hypochlorite, aqueous solution

% by Weight	Ingredient	CAS Number	EC Number	Index Number	EC Classification
10.0 – 11.4	Sodium Hypochlorite	7681-52-9	231-668-3	017-011-00-1	C, R34; R31: N, R50
0.1 – 0.4	Sodium Hydroxide	1310-73-2	215-185-5	011-002-00-6	Xi, 36/38
88.2 - 89.9	Water	7732-18-5	231-791-2		

3.2 Mixtures - Not applicable

SECTION IV - FIRST AID MEASURES

4.1 Description of first aid measures

Inhalation: If product vapors or mists cause respiratory irritation or distress, move the exposed person to fresh air immediately. If breathing is difficult or irregular, administer oxygen; if respiratory arrest occurs, start artificial respiration by trained

personnel. Loosen tight clothing such as a collar, tie, belt or waistband. If symptoms persist, seek medical attention immediately.

Eyes: Immediately flush eyes with large amounts of water for 15 minutes, occasionally lifting upper and lower lids. Remove contact lenses after the first 5 minutes and continue washing. Obtain immediate medical attention, preferably from an ophthalmologist.

Skin: Flush skin with large amounts of water while removing contaminated clothing. Wash affected area with soap and water. Wash contaminated clothing and shoes thoroughly before reuse. Seek prompt medical attention if rash develops.

Ingestion: Rinse mouth with water. Do not induce vomiting unless directed to do so by medical personnel. Never give anything by mouth to an unconscious person. Get medical attention immediately.

4.2 Most important symptoms and effects, both acute and delayed

Potential health symptoms and effects

Eyes: Causes severe eye irritation and burns. Symptoms include redness, pain, itching, burning sensation and tearing. Material is extremely destructive to eyes, mucous membranes and surrounding tissues.

Skin: Causes severe skin irritation and burns. Symptoms include redness, pain, itching and burning sensation. May be harmful if absorbed through the skin.

Inhalation: Vapors and mists may be harmful is inhaled, causing sore throat and cough. Material is extremely destructive to the tissue of the mucous membranes and upper respiratory tract.

Ingestion: May cause severe gastrointestinal tract irritation with abdominal pain, burning sensation, cough, diarrhea, sore throat and vomiting. May cause burns and irritation to mucous membranes of the mouth and to tissues of the digestive tract.

Chronic: Repeated or prolonged contact with spray mist may produce chronic eye irritation, severe skin irritation and/or respiratory tract irritation leading to frequent attacks of bronchial infection.

SECTION V - FIRE FIGHTING MEASURES

5.1 Extinguishable media

Suitable methods of extinction: Material does not burn. Use fire extinguishing media appropriate for surrounding materials.

Unsuitable methods of extinction: None listed

5.2 Special hazards arising from the substance or mixture

Closed containers may explode (due to the build-up of pressure) when exposed to extreme heat. During emergency conditions overexposure to toxic decomposition products may cause a health hazard. Fire may cause the evolution of chlorine, hydrogen chloride gas and chlorine oxides. Symptoms may not be immediately apparent. Obtain immediate medical attention.

5.3 Advice for firefighters

Full protective equipment including self-contained breathing apparatus should be used. Water may be used to cool closed containers to prevent pressure build-up and possible autoignition or explosion when exposed to extreme heat. If possible, firefighters should control run-off water to prevent environmental contamination.

SECTION VI - ACCIDENTAL RELEASE MEASURES

6.1 Personal precautions, protective equipment and emergency procedures

Avoid breathing vapors/mists. Avoid contact with skin and eyes. Wear appropriate protective clothing designated in Section 8. Ventilate the area. Evacuate personnel to safe areas.

6.2 Environmental precautions

Avoid dispersal of spilled material or run-off and prevent contact with soil and entry into drains, sewers or waterways. Contain and recover liquid when possible.

6.3 Methods and materials for containment and cleaning up

Cover drains. Cover with a large quantity of inert absorbent (e.g. sand, vermiculite, kitty litter, dry earth). Do not use combustible materials such as saw dust. Collect product using a shovel and place into approved container for proper disposal as hazardous waste. For large spills use water spray to divert vapor drift. Observe possible material restrictions (section 7.2 and 10.5). Clean contaminated area with water. Do not mix with other cleaning agents that may liberate chlorine gas vapors.

US Regulations (CERCLA) require reporting spills and releases to soil water and air in excel of reportable quantities. Reportable quantity (RQ) for hypochlorite solutions is 45.36 kg (100 lbs).

Reportable Quantity (RQ): 100 lbs or 45.36 kg (approximately 100 gal or 378.5 L of Odyssey Ultrachlor 12.5 Trade Percent

sodium hypochlorite). In the event of a spill (e.g. defined as any release to the environment), call Odyssey Manufacturing and/or the emergency contact numbers as soon as possible for assistance.

*****For releases higher than the Reportable Quantity (RQ), you must notify the State Emergency Response Commission at *(800) 320-0519* *AND* the National Response Center at *(800) 424-8802 or (202) 267-2675* *within 15 minutes*!!!*****

In the event of a spill, contact either hazardous chemical response company or Odyssey Manufacturing for assistance. Odyssey Manufacturing Co. has a contract with American Compliance Technology, Inc. (ACT) out of Bartow, Florida to perform emergency response and hazardous material and environmental services cleanup for its facilities, its transportation vehicles and its customer's facilities and transportation vehicles. They can be reached at 800-226-0911.

6.4 Reference to other sections

For indications about waste treatment, see section 13.

SECTION VII - HANDLING AND STORAGE

7.1 Precautions for safe handling

Observe label precautions. Avoid contact with skin and eyes. Wear all appropriate protective equipment specified in Section 8. Wash thoroughly after handling. Keep containers closed when not in use. Use proper equipment for listing and transporting all containers.

Advice on protection against fire and explosion

Material is non-flammable and non-combustible.

7.2 Conditions for safe storage, including any incompatibilities

Keep in cool, dry, ventilated storage areas in closed containers. Protect against physical damage. Isolate from incompatible substances. Do not store near acids, heat, oxidizable materials or organics.

Store in a receptacle equipped with a vent. Transfer only to approved containers having correct labeling. Containers that have been opened should be carefully resealed and kept upright to prevent leakage. Do not take internally. Keep locked up and out of reach of children.

7.3 Specific end uses

Apart from the uses mentioned in section 1.2, no other specific uses are stipulated.

SECTION VIII - EXPOSURE CONTROLS AND PERSONNEL PROTECTION

8.1 Control parameters

Components	CAS Number	OSHA	ACGIH	AIHA (WEEL)
Sodium Hypochlorite	7681-52-9	2 mg/m^3 TWA; skin	0.5 ppm as CL_2 TWA; 1 ppm as CL_2 STEL, A4	2 mg/m^3 STEL
Sodium Hydroxide	1310-73-2	2 mg/m^3 TWA	2 mg/m^3 Ceiling	

8.2 Exposure controls

Engineering Measures: Technical measures and appropriate working operations should be given priority over the use of personal protective equipment. Use adequate ventilation. Local exhaust is preferable. See section 7.1.

Individual protection measures: Wear protective clothing to prevent repeated or prolonged contact with product. Protective clothing needs to be selected specifically for the workplace, depending on concentrations and quantities of hazardous substances handled. The chemical resistance of the protective equipment should be enquired at the representative supplier.

Hygiene measures: Facilities storing or using this material should be equipped with an eyewash station and safety shower. Change contaminated clothing. Preventive skin protection is recommended. Wash hands thoroughly after use, before eating, drinking or using the lavatory and at the end of the workday.

Eye/face protection: Wear tightly fitting protective goggles and a face shield (8-inch minimum). Refer to 29 CFR 1910.133, ANSI Z87.1 or European Standard EN 166.

Hand Protection: Wear gloves recommended by glove supplier for protection against materials in section 3. Gloves must be inspected prior to use. Gloves should be impermeable to chemicals and oil. Breakthrough time of selected gloves must be greater than the intended use period. Use proper glove removal technique (without touching glove's outer surface) to avoid skin contact with this product.

Other protective equipment: Wear impervious, protective chemical resistant clothing including boots, gloves, lab coat, apron or coveralls as appropriate to the situation to prevent skin contact.

Respiratory Protection: Always use an approved respirator when vapor/aerosols are generated. Where risk assessment shows air-purifying respirators are appropriate use a full-faced respirator with multi-purpose combination (US) or type ABEK (EN 14387) respirator cartridges as a backup to engineering controls. If the respirator is the sole means of protection, use a full-face supplied air respirator. Use respirators and components tested and approved under appropriate government standards such as NIOSH (US) or CEN (EU).

Environmental exposure controls: Do not empty into drains.

SECTION IX - PHYSICAL AND CHEMICAL PROPERTIES

9.1 Information on basic physical and chemical properties

Appearance	Clear, greenish yellow colored liquid
Odor	Pungent, chlorine-like
Odor Threshold	No data available
Molecular Weight	74.44 (sodium hypochlorite)
Chemical Formula	NaOCl (sodium hypochlorite)
pH	11 – 13
Freezing Point	-13.9° C (7° F)
Initial Boiling Point	100° C (212° F) – lowest known value
Evaporation Rate	<1 (BuAc = 1)
Flammability (solid, gas)	No data available
Flash Point	No data available
Autoignition Temperature	No data available
Decomposition Temperature	110° C (230° F)
Lower Explosive Limit (LEL)	No data available
Upper Explosive Limit (UEL)	No data available
Vapor Pressure	No data available
Vapor Density	No data available
Relative Density	1.15 – 1.17 g/ml (9.597 – 9.764 lb/gal) @ 60 ° F
Viscosity	No data available
Solubility in Water	Complete
Partition Coefficient: n-octanol/water	No data available
Volatiles by Volume @ 70° F	No data available; decomposes leaving salt solution

9.2 Other data - No data available

SECTION X - STABILITY AND REACTIVITY

10.1 Reactivity

Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition.

10.2 Chemical stability

Stable under recommended storage conditions. Slowly decomposes on contact with air. Rate increases with the concentration and temperature. Exposure to sunlight accelerates decomposition. Sodium hypochlorite becomes less toxic with age.

10.3 Possibility of hazardous reactions

Avoid excessive heat and sources of ignition. Flammable hydrogen may be generated from contact with metals such as: aluminum, brass, tin, zinc and alloys of these metals. Avoid contact with acids, halogenated organics, organic nitro compounds

and glycols. Hazardous gases may be generated from contact with acids, ammonium hydroxide (aqua ammonia) or cleaners containing ammonia compounds. Violent reactions may occur with some organic compounds. Sodium hypochlorite reacts readily with various reducing sugars (e.g. fructose, galactose, maltose, dry whey solids) to produce carbon monoxide. Precautions should be taken including atmospheric monitoring of the tank to ensure safety of personnel. Hazardous polymerization will not occur.

10.4 Conditions to avoid

Light, heat, air and contact with incompatible materials (see section 10.5).

10.5 Incompatible materials

Ammonia, amines, ammonium salts, aziridine, methanol, phenyl acetonitrile, cellulose, ethyleneimine, organic materials, oxidizable metals/powdered metals, acids, soaps and bisulfates. Forms shock-sensitive mixtures with certain other materials.

10.6 Hazardous decomposition products

Thermal decomposition products include chlorine gas, hydrogen chloride gas, hydrochloric acid, sodium oxide. Decomposition rate increases with temperature.

SECTION XI - TOXILOGICAL INFORMATION

11.1 Information on toxicological effects

Acute Oral Toxicity (Sodium Hypochlorite)

TDLo - 1gm/ kg oral (woman)
TDLo - 45mg/kg intravenous (man)
LD_{50} - 5,800 mg/kg (mouse)
LD_{50} - 140 mg/kg - 9 week(s) continuous oral (rat)

Acute inhalation toxicity

May cause severe bronchial irritation, sore throat with possible blistering, coughing, stomatitis, nausea, labored breathing, shortness of breath and pulmonary edema. 10-20 mg/m3 causes burning of the nose and throat; 40-60 mg/m3 may be fatal. If sufficient amounts are absorbed, may cause effects as detailed in acute ingestion.

Acute dermal toxicity

Extent of damage depends on concentration, pH, and volume of solution and duration of contact. May cause redness, pain, blistering, itchy eczema and chemical burns. Sensitization reactions are possible in previously exposed persons.

Skin irritation

Skin irritation - 24 h (Rabbit)

Eye irritation

Rabbit, Adult – 10 mg, moderate irritation

May cause redness, pain, and blurred vision. Solutions of 5% splashed in human eyes have caused a burning sensation and later only slight superficial disturbance of the corneal epithelium which cleared completely in the next day or two without special treatment. However, one animal study reports a 5% solution causing only moderate irritation with clearing within 7 days. A higher concentration of 15% tested on rabbit eyes caused immediate severe pain, hemorrhages, rapid onset of ground-glass appearance of the corneal epithelium, moderate bluish edema of the whole cornea, chemosis and discharge for several days. Such eyes have sometimes healed in 2-3 weeks with slight or no residual corneal damage but they had neovascularization of the conjunctiva and distortion of the nictitating membrane by scarring.

Sensitization

May cause allergic skin reaction

Genotoxicity in vitro

No data available

Mutagenicity

Mutation in micro organisms – Salmonella typhimurium 1mg / plate (-S9)
DNA repair – Escherichiacoli 20 µg/ disc;

DNA damage – Esoherichiacoli 420 µmol/L
Phage inhibition capacity – Esoherichiacoli 103 µg/ well
Micronucleus test - non-mammalian species multiple 200 ppb
Cytogenetic analysis - non-mammalian species multiple 120 µg/ L
Cytogenetic analysis – human lymphocyte 100 ppm 24hour(s)
Sister chromatid exchange – human embryo 149 mg/ L
Cytogenetic analysis – hamster lung 100 mg/ L

Aspiration hazard
No test data available. Risk of serious damage to lungs by aspiration.

Specific organ toxicity - single exposure
No data available

Specific organ toxicity - repeated exposure
May cause allergic skin reactions, dermatitis (allergic and contact) and asthma or bronchitis. Sensitization reactions are reported in individuals who are exposed in small amounts through their water supply. High doses have caused sperm abnormality in mice.

Additional information
RTECS: Not available

11.2 Further information

Ingestion: May cause irritation and erosion of the mucous membranes, vomiting (possibly bloody) and abdominal pain and spasms. A drop in blood pressure, shallow respiration, edema (possibly severe) of pharynx, larynx, and glottis, confusion, convulsions, delirium and coma may occur. Cyanosis and circulatory collapse are possible. Esophageal or gastric perforation and strictures are rare. Death may occur, usually due to complications of severe local injury such as toxemia, shock, perforations, hemorrhage, infection and obstruction. Massive ingestions may produce fatal hyperchloremic metabolic acidosis or aspiration pneumonitis.

Further data: Handle in accordance with good industrial hygiene and safety practice.

Chronic Effects
Persons with impaired respiratory function may be more susceptible to the effects of this substance.

Sodium Hypochlorite (hypochlorite salts) is listed by IARC as a Group 3 Carcinogen – Not classifiable as to its carcinogenicity to humans. Sodium Hydroxide is not listed by IARC. None of the components of this product are listed as carcinogens by ACGIH, IARC, NTP or OSHA. No data is available regarding its mutagenicity and/or teratogenicity of this material, nor is there any available data that indicates it causes adverse developmental and/or fertility effects.

SECTION XII - ECOLOGICAL INFORMATION

12.1 Toxicity Aquatic Ecotoxicity:
This product is very toxic to aquatic organisms.

Aquatic Ecotoxicity:

Acute and prolonged toxicity to fish:	LC_{50} – Pimephales promelas (Fathead minnow) 96 h: 0.22 – 0.62 mg/L LC_{50} – Oncorhynchus clarki (Cutthroat trout) 96 h: 0.94 µg/L (mortality)
Acute toxicity to aquatic invertebrates:	EC_{50} – Daphnia magna (Water flea), 96 h: 2.1 mg/L LC_{50} – Protozoan phylum (Protozoa), 7 h: 31.6 µg/L
Acute toxicity to aquatic plants:	LC_{50} – Algae, phytoplankton, algai mat (Algae), 96 h: 90 µg/L (mortality) EC_{50} – Desmodesmus subspicatus (Green algae), 24 h: 28 mg/L
Acute phytotoxicity, aquatic plants:	Biomass reduction – Potamogeton crispus (Curled pond weed), 35h: 23 µg/L
Acute toxicity, miscellaneous aquatic:	Chlorophyll Threshold, Aquatic community, 28 d: 2.1 µg/L

12.2 Persistence and degradability
Biodegradability
The methods for determining the biological degradability are not applicable to inorganic substances.

12.3 Bioaccumulation potential

Partition coefficient, n-octanol in water: Data not available
Bioaccumulation is not expected

12.4 Mobility in soil

Product is mobile in water.

12.5 Results of PBT and vPvB assessment

PBT/vPvB assessment is not available as chemical safety assessment was not conducted.

12.6 Other adverse effects

Additional ecological information

This material is a very toxic to aquatic life. Do not allow material to run into surface waters, wastewater or soil.

SECTION XIII - DISPOSAL CONSIDERATIONS

13.1 Waste treatment methods

The generation of waste should be avoided or minimized whenever possible. This material is subject to disposal regulations under U.S. EPA 40 CFR Parts 261 and 262. Container should be disposed of in a safe way as empty containers may contain product residue. Leave chemicals in original containers. No mixing with other waste. Handle unclean containers like the product itself. Incinerate in an approved facility. Do not incinerate closed container. Dispose of in accordance with the Directive 2008/98/EC as well as other national, federal, state/provincial and local laws and regulations.

No waste code according to the European Waste Catalogue can be assigned for this product, as the intended use dictates the assignment. The waste code is established in consultation with the regional waste disposer.

SECTION XIV - TRANSPORT INFORMATION

US DOT (Domestic Ground Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
Packing Group:	III
NAERG:	Guide #154
Packaging Authorizations:	Non-Bulk: 49 CFR 173.203; Bulk: 49 CFR 173.241
Packaging Exceptions:	49 CFR 173.154

IMO/IMDG (Water Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Marine Pollutant:	NO
EMS Number:	F-A, S-B

ICAO/IATA (Air Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III
Quantity Limitations:	49 CFR 175.75 - Cargo Aircraft Only: 60L Passenger Aircraft: 5L

RID/ADR (Rail Transportation)

Proper Shipping Name:	Hypochlorite Solutions
Hazard Class:	8 (As classified by 49 CFR 173 due to destruction over time of steel and aluminum)
UN/NA#:	UN1791
Packing Group:	III

Marine Pollutant: Yes (Refer to Refer to 171.4 and 172.322 for further guidance)

Signal Word: DANGER
Hazard Symbols: **GHS05**, GHS09 (GHS); C, N (EEC)

SECTION XV - REGULATORY INFORMATION

15.1 Safety, health and environmental regulations/legislation specific for substance or mixture

U. S. Federal Regulations

OSHA Hazard Communication Standard: This material contains "Hazardous Chemicals" as defined by the OSHA Hazard Communication Standard (29 CFR 1910.1200).

OSHA PSM: Not regulated under OSHA Process Safety Management Standard (PSM) 29 CFR 1910.119

EPA RMP: Not regulated under EPA Risk Management Standard (RMP) 40 CFR Part 68

EPA FIFRA: This product is a registered Pesticide under the Federal insecticide, Fungicide and Rodenticide Act (FIFRA) 40 CFR Part 150

TSCA Status: All components of this product are listed on the Toxic Substance Control Act (TSCA) Inventory. This product not subject to TSCA 12(b) Export Notification.

Superfund Amendments and Reauthorization Act (SARA)

SARA Section 311/312 Hazard Categories: This product is subject to the reporting requirements of Section 311/312 of the Emergency Planning and Community Right-to Know Act of 1986.

Acute: Yes **Chronic:** No **Fire:** No **Reactive:** No

SARA 313 Information: None of the chemicals in this product exceed the threshold (de minimis) reporting levels established by Section 313 of the Emergency Planning and Community Right-to Know Act of 1986.

SARA 302/304 Extremely Hazardous Substance: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

SARA 302/304 Emergency Planning & Notification: No components of the product exceed the threshold (de minimis) reporting levels established by of these sections of Title III of SARA.

Comprehensive Response Compensation and Liability Act (CERCLA): This product contains the following CERCLA reportable substances:

Sodium Hypochlorite (CAS # 7681-52-9), RQ – 45.36 kg (100 lbs)

Sodium Hydroxide (CAS # 1310-73-2), RQ – 453.59 kg (1,000 lbs)

**Special Note: The Reportable Quantity (RQ) of Ultra-CHLOR Solution is approximately 100 gallons*

Clean Air Act (CAA)

This product does not contain any chemicals that are listed as Hazardous Air Pollutants (HAPs) designated in CAA Section 112 (b).

This product does not contain any Class 1 Ozone depletors.

This product does not contain any Class 2 Ozone depletors.

Clean Water Act (CWA)

Sodium hypochlorite, sodium hydroxide and hypochlorite solutions are listed as Hazardous Substances under the CWA.

None of the chemicals in this product are listed as Priority Pollutants under the CWA.

None of the chemicals in this product are listed as Toxic Pollutants under the CWA.

U.S. State Regulations

California Prop 65, Safe Drinking Water and Toxic Enforcement Act of 1986: This product contains no chemical(s) known to the state of California to cause cancer or other reproductive harm.

Other U.S. State Inventories:

Sodium hypochlorite (CAS #7681-52-9) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, MA, MN, NY, NJ, PA.

Sodium hydroxide (CAS #1310-73-2) is found on the following State Hazardous Substance Inventories and/or Right-to-Know lists: CA, DE, ID, MA, MN, NY, NJ, PA, WA, WI.

Canada

WHMIS Hazard Symbol and Classification:

Class E – Skin Irritant

Canadian Controlled Products Regulations (CPR): This product has been classified in accordance with the hazard criteria of the Controlled Products Regulations, and the SDS contains all the information required by the Controlled Products Regulations.

Canadian Ingredient Disclosure List (IDL): Sodium hypochlorite and sodium hydroxide are listed on the IDL.

Canadian National Pollutant Release Inventory (NPRI): None of the ingredients in this product are listed on the NPRI.

European Economic Community

WGK, Germany (Water danger/protection): 2

Chemical Inventory Lists

Country	Inventory Name	Inventory Listing*
United States	Toxic Substance Control Act (TSCA)	Yes
Canada	Domestic Substance List (DSL).	Yes
Canada	Non-Domestic Substance List (NDSL)	Yes
Europe	Inventory of New and Existing Chemicals (EINECS)	Yes
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
New Zealand	New Zealand Inventory of Chemicals (NZIoC)	Yes
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
Philippines	Philippines Inventory of Chemicals and Chemical Substances (PICCS)	Yes

*"Yes" indicates that all components of this product are in compliance with the inventory requirements administered by the governing country.
*"No" indicates that one or more components of this product are not on the inventory and are not exempt from listing.

SECTION XVI - OTHER INFORMATION

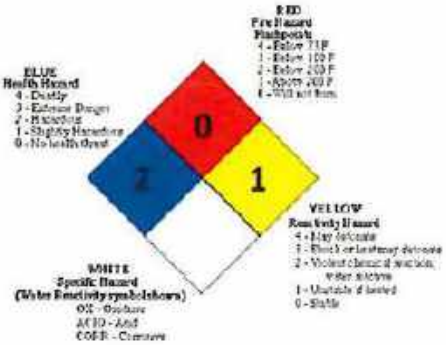
Hazardous Material Information System (HMIS)

HEALTH	2
FLAMMABILITY	0
REACTIVITY	1
PERSONAL PROTECTION	H

HMIS / NFPA Hazard Rating Legend

* = Chronic Health Hazard	2 = MODERATE
0 = INSIGNIFICANT	3 = HIGH
1 = SLIGHT	4 = EXTREME

National Fire Protection Association (NFPA)



For additional information, contact our technical service department.

Information contained in this SDS refers only to the specific material designated and does not relate to any process or use involving other materials. This information is based on data believed to be reliable, and the Product is intended to be used in a manner that is customary and reasonably foreseeable. Since actual use and handling are beyond our control, no warranty, express or implied, is made and no liability is assumed by Odyssey Manufacturing in connection with the use of this information.

ENCLOSURE

8

EXHIBIT "A"

CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Respondent Vendor Name: ODYSSEY MANUFACTURING CO.

Vendor FEIN: 65-0946345

Vendor's Authorized Representative Name and Title: PATRICK H. ALLMAN, GENERAL MANAGER

Address: 1484 MASSARO BLVD.

City: TAMPA State: FL ZIP: 33619

Phone Number: 813-635-0339

Email Address: PALLMAN@ODYSSEYMANUFACTURING.COM

Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are participating in a boycott of Israel, are on the Scrutinized Companies that Boycott Israel list, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Both lists are created pursuant to Section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the sector entitled "Respondent Vendor Name" is not participating in a boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and has not been engaged in business operations in Cuba or Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: PATRICK H. ALLMAN, GENERAL MANAGER

Date: 7.8.26

ENCLOSURE

9

EXHIBIT "A"

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your firm), or "no". If yes, give person(s) name(s) and position(s) with your firm.

YES_____ NO X

NAME(S)	POSITION(S)
N/A	N/A

Name of Firm: ODYSSEY MANUFACTURING CO.

Authorized Signature: [signature]

Printed Name: PATRICK H. ALLMAN

Title: GENERAL MANAGER

Date: 7.8.26

ENCLOSURE 10

DRUG FREE WORKPLACE

To have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

___X___ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: OOKSTEK MANUFACTURING CO.

Authorized Signature: [signature]

Printed Name: PATRICK H. ALLMAN

Title: GENERAL MANAGER

ENCLOSURE

11

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor Name and Address: N/A

Work to be performed and $ amount:

Subcontractor Name and Address: N/A

Work to be performed and $ amount:

Subcontractor Name and Address: N/A

Work to be performed and $ amount:

Subcontractor Name and Address: N/A

Work to be performed and $ amount:

Name of Firm: ODYSSEY MANUFACTURING CO.

Authorized Signature:

Printed Name: PATRICK H. ALLMAN

Title: GENERAL MANAGER

Date: 7.8.24

*Complete additional forms if needed to list all subcontractors

ENCLOSURE

12

EXHIBIT "A"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: MCrifasi@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins Co	27960
INSURER B : Zenith Insurance Company	13269
INSURER C : Tokio Marine America Insurance Company	10945
INSURER D : Ace American Ins Co	22667
INSURER E :	
INSURER F :	

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

ODYSMAN-02

COVERAGES **CERTIFICATE NUMBER:** 409772427 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	G24092975 017	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY	Y	Y	H08450377	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired PD						PIP-Basic	$ 10,000
A	X UMBRELLA LIAB X OCCUR			G24092987 017	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		Z066828622	1/1/2026	1/1/2027	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Pollution ($5k Ded)Claims made			G24092999 017	10/1/2025	10/1/2026	Each Poll Condition A	$1,000,000
A	Prof ($25k Ded) R/D 10/1/09			G24092975 017	10/1/2025	10/1/2026	Ea Prof Occurrence Ag	$1,000,000
C	Rented & Leased Equip			IM500179901	8/1/2025	8/1/2026	R/L Any one Item/Ded	300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit $5,000,000 and follows form: (Umbrella/Excess covers the General Liability, Auto Liability, Workers Compensation and Pollution/Professional policies)
Stephen Sidelko - Secretary - Excluded under Workers Compensation
RE: Contract 22-72 Liquid Sodium Hypochlorite Supply ; Bay County Board of Commissioners is additional insured on general liability and auto liability on a primary non-contributory baiss when required by written contract. Waiver of subrogation applies on the general liability and auto liability when required by written contract. 30 Days Notice of Cancellation will be given to Bay County Board of Commissioners.

CERTIFICATE HOLDER

Bay County Board of Commissioners Att: Risk Management
840 West 11th Street
Panama City FL 32401
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "A"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): 863-688-5495 FAX (A/C, No): 863-688-4344
E-MAIL ADDRESS: MCrifasi@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins Co	27960
INSURER B : Zenith Insurance Company	13269
INSURER C : Tokio Marine America Insurance Company	10945
INSURER D : Ace American Ins Co	22667
INSURER E :	
INSURER F :	

INSURED
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

ODYSMAN-02

COVERAGES **CERTIFICATE NUMBER:** 1501604674 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual X XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	G24092975 017	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Hired PD	Y	Y	H08450377	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			G24092987 017	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	Z066828622	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A C	Pollution ($5k Ded)Claims made Prof ($25k Ded) R/D 10/1/09 Rented & Leased Equip			G24092999 017 G24092975 017 IM500179901	10/1/2025 10/1/2025 8/1/2025	10/1/2026 10/1/2026 8/1/2026	Each Poll Condition A Ea Prof Occurrence Ag R/L Any one item/Ded	$1,000,000 $1,000,000 300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit $5,000,000 and follows form: (Umbrella/Excess covers the General Liability, Auto Liability, Workers Compensation and Pollution/Professional policies)
Stephen Sidelko - Secretary - Excluded under Workers Compensation
RE: Sodium Bisulfite Piggyback Contract; Bay County Board of County Commissioners is additional insured on the general liability and auto liability on a primary non-contributory basis if required by written contract. Waiver of subrogation applies on general liability, auto liability and workers compensation when required by written contract. 30 Days Notice of Cancellation will be given to Bay County Board of Commissioners.

CERTIFICATE HOLDER

Bay County Board of County Commissioners
840 West 11th Street
Panama City FL 32401
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ENCLOSURE

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EXHIBIT "A"

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

ODYSSEY MANUFACTURING CO

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

1484 MASSARO BLVD

Requester's name and address (optional)

6 City, state, and ZIP code

TAMPA, FL 33619

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

6 5 – 0 8 4 6 3 4 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Date 1/6/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ENCLOSURE

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EXHIBIT "A"

State of Florida
Department of State

I certify from the records of this office that ODYSSEY MANUFACTURING CO. is a Delaware corporation authorized to transact business in the State of Florida, qualified on June 30, 1998.

The document number of this corporation is F98000003732.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on February 20, 2026, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of May, 2026

Secretary of State

Tracking Number: 0425534527CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ENCLOSURE

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EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

January 2, 2026

Re: **CORPORATE RESOLUTION FOR AUTHORITY TO SIGN BIDS, BID FORMS, CONTRACTS, BONDS, LITIGATION DOCUMENTS & PERMITS ON BEHALF OF ODYSSEY MANUFACTURING CO.**

To Whom It May Concern,

WHEREAS, the Board of Directors of Odyssey Manufacturing Co. has determined it to be in the best interest of the Corporation to establish a Corporate Resolution. Be it: RESOLVED, The undersigned hereby certifies that Patrick H. Allman, its General Manager, is authorized to sign the following documents on behalf of Odyssey Manufacturing Co: (1) Bids and all bid forms; (2) All sales, purchase and lease agreements and any documents associated with these agreements; (3) Any documents relating to the sale or transfer of any product or asset; (4) Any bonds of any type; (5) Any permit or regulatory documents; (6) Any documents related to litigation by or for Odyssey Manufacturing Co.; and (7) Any financial documents relating to company finances, loans, line of credit and leases. Additionally, the undersigned is the duly elected and qualified Secretary and the custodian of the books and records and seal of Odyssey Manufacturing Co., a corporation duly formed pursuant to the laws of the state of Delaware and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on January 2, 2026, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 5th day of April, 2026.

Stephen Sidelko, Secretary

Marvin T. Rakes, President

CORPORATE SEAL

ENCLOSURE

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EXHIBIT "A"

ODYSSEY
MANUFACTURING CO.

AFFIDAVIT OF COMPLIANCE FOR

BAY COUNTY FLORIDA

ITB NO. : 26-37

This is to certify that as required, all sodium hypochlorite to be furnished under this Bid/Proposal will comply with AWWA Standard B300-18 (the most recent standard available at the time of this Bid/Proposal) as such may be amended and also the Specification for this bid. Further, this is to certify that all sodium hypochlorite to be furnished under this Bid/Proposal will comply with NSF Standard 60 and is certified by NSF as such. Further, the sodium hypochlorite supplied under this bid/proposal is in compliance with Water Chemicals Codex directives, latest revision, for impurity limits.

Patrick H. Allman

General Manager

Attest

Secretary

ENCLOSURE

17

E-Verify

Welcome
Patrick Allman

MENU

Company Information

Company Name
Odyssey Manufacturing Company

Company ID Number
367873

Doing Business As (DBA) Name
--

DUNS Number
086891541

Physical Location

Address 1
1484 Massaro Blvd.

Address 2
--

City
Tampa

State
FL

Zip Code
33619

County
HILLSBOROUGH

Mailing Address

Address 1
--

Address 2
--

City
--

State
--

Zip Code

--

Additional Information

Employer Identification Number
650846345

Total Number of Employees
20 to 99

Parent Organization
--

Administrator
--

Organization Designation

Employer Category
None of these categories apply

View / Edit

NAICS Code
325 - CHEMICAL MANUFACTURING

View / Edit

Total Hiring Sites
1

View / Edit

Total Points of Contact
2

View / Edit

View Original MOU Template

View MOU

Last Login: 12/09/2020 10:40 AM

U.S. Department of Homeland Security

U.S. Citizenship and Immigration Services

Enable Permanent Tooltips

Accessibility

Download Viewers

EXHIBIT "A"

E-Verify

Company ID Number: 367873

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Odyssey Manufacturing Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 367873

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 367873

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

Company ID Number: 367873

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

E-Verify

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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

EXHIBIT "A"

E-Verify

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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **Odyssey Manufacturing Company**	
Patrick Allman	
Name (Please Type or Print)	Title
Electronically Signed	**10/27/2010**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**10/27/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Odyssey Manufacturing Company**
Company Facility Address:	**1484 Massaro Blvd.**
	Tampa, FL 33619
Company Alternate Address:	
County or Parish:	**HILLSBOROUGH**
Employer Identification Number:	**650846345**

EXHIBIT "A"

E-Verify

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North American Industry Classification Systems Code:	325
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Marjorie K ODonnell**
Telephone Number: **(813) 635 - 0339** Fax Number: **(813) 630 - 2589**
E-mail Address: **modonnell@odysseymanufacturing.com**

Name: **Patrick H Allman**
Telephone Number: **(813) 335 - 3444** Fax Number: **(813) 630 - 2589**
E-mail Address: **pallman@odysseymanufacturing.com**

EXHIBIT 3
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Vendor for the protection of all persons, including employees, and property. The Vendor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Vendor acknowledges that such stoppage will not shift responsibility for any damages from the Vendor to the County.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Vendor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. These insurance requirements shall not limit the liability of the Vendor. All subcontractors are subject to the same coverages and limits as the Vendor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Vendor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, the Vendor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Vendor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. The Vendor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Vendor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of the Vendor or any other insurance of the Vendor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Vendor shall purchase and maintain workers' compensation insurance for all workers' compensation obligations imposed by state law and employer's liability limits of at least **$500,000 each accident and $500,000 each employee/$500,000 policy limit for disease**. The Vendor shall also purchase any other coverages required by law for the benefit of employees. The vendor shall provide Certificates of Insurance to the County indicating that the vendor meets all the requirements of Florida Statute 440.02(14)(d).

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

The Vendor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent vendors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

The Vendor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Vendor. **The County shall be named as an Additional Insured, Primary and Non-Contributory for both General Liability and Business Auto Liability with Waiver of subrogation included with respects to both General Liability and Business Auto.**

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Vendor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage the Vendor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Vendor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Vendor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claims

made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Vendor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Vendor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Vendor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Vendor shall provide for the County an owners protective liability insurance policy (preferably through the Vendor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Vendor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Vendor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure,

such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all vendors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Vendor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in the Vendor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Vendor's Equipment Coverage**

Vendor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Vendor. All risks coverage is preferred. The contract may declare self-insurance for vendor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Other Party’s employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Vendor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Vendor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Vendor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

EXHIBIT "A"

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Vendor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Vendor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **Watercraft Liability Coverage**

Because the Vendor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Vendor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☒ **Pollution Legal Liability Coverage** **$1,000,000.00**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

EXHIBIT "A"
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/10/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
91 Lake Morton Drive
Lakeland FL 33801

License#: 2081754

CONTACT NAME: Michele Crifasi
PHONE (A/C, No, Ext): 863-688-5495 **FAX (A/C, No):** 863-688-4344
E-MAIL ADDRESS: MCrifasi@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Westchester Surplus Lines Ins Co	27960
INSURER B : Zenith Insurance Company	13269
INSURER C : Tokio Marine America Insurance Company	10945
INSURER D : Ace American Ins Co	22667
INSURER E :	
INSURER F :	

INSURED
ODYSMAN-02
Odyssey Manufacturing Co.
1484 Massaro Blvd
Tampa FL 33619

COVERAGES **CERTIFICATE NUMBER:** 1755813023 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY**	Y	Y	G24092975 017	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Contractual						MED EXP (Any one person)	$ 10,000
	X XCU						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
D	**AUTOMOBILE LIABILITY**	Y	Y	H08450377	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X Hired PD						PIP-Basic	$ 10,000
A	X **UMBRELLA LIAB** [X] OCCUR			G24092987 017	10/1/2025	10/1/2026	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [ ] RETENTION $							$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		Z066828622	1/1/2026	1/1/2027	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)**						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A A C	Pollution ($5k Ded)Claims made Prof ($25k Ded) R/D 10/1/09 Rented & Leased Equip			G24092999 017 G24092975 017 IM5001799-02	10/1/2025 10/1/2025 8/1/2026	10/1/2026 10/1/2026 8/1/2027	Each Poll Condition A Ea Prof Occurrence Ag R/L Any one item/Ded	$1,000,000 $1,000,000 300,000/1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Total Umbrella/Excess Liability Limit $5,000,000 and follows form: (Umbrella/Excess covers the General Liability, Auto Liability, Workers Compensation and Pollution/Professional policies)
Stephen Sidelko - Secretary - Excluded under Workers Compensation
RE: Contract 26-37 Liquid Sodium Hypochlorite Supply ; Bay County Board of Commissioners is additional insured on general liability and auto liability on a primary non-contributory baiss when required by written contract. Waiver of subrogation applies on the general liability and auto liability when required by written contract. 30 Days Notice of Cancellation will be given to Bay County Board of Commissioners.

CERTIFICATE HOLDER

Bay County Board of Commissioners Att: Risk Management
840 West 11th Street
Panama City FL 32401
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT “B”
INSURANCE REQUIREMENTS

The certificate must state the City of Lake City as the Certificate Holder

- Commercial General Liability insurance to provide coverage of not less than $1,000,000.00 combined single limit per occurrence and annual aggregate, where generally applicable, and must include premises operations, independent contractors, products/completed operations, broad form property damage, blanket contractual and personal injury endorsements.

- Business Vehicle/Umbrella Liability insurance with a minimum limit of $200,000 per occurrence, and $300,000 for all claims arising out of the same incident or occurrence, for property damage and personal injury; please note that these limits may change according to Florida law and the protections afforded to the City pursuant to sovereign immunity for liability.

- Statutory Workers' Compensation insurance as required by the State of Florida.

EXHIBIT "C"

ODYSSEY
MANUFACTURING CO.

August 24, 2026

Ms. Brenda Karr
Procurement Director
City of Lake City
205 N Marion Ave
Lake City, FL 32055

Re: **PROPOSAL TO SUPPLY BULK SODIUM HYPOCHLORITE TO THE CITY OF LAKE CITY UTILITIES DEPARTMENT FOR FY 2027**

Encl: (1) Bay County Sodium Hypochlorite "Piggyback" Package

Dear Brenda,

Odyssey Manufacturing Co. has been supplying the City of Lake City sodium hypochlorite for the past twenty-two years. Currently, the City of Lake City is being served under a piggyback arrangement using Bay County's sodium hypochlorite contract at a unit price of $1.69 per gallon which expires on September 30, 2026. This contract has no more renewals and so Bay County recently bid their sodium hypochlorite supply and awarded it to Odyssey at a new price of $1.75 per gallon effective October 1, 2026.

As such, effective October 1, 2026, Odyssey proposes to continue to sell the City of Lake City its Ultrachlor 12.5 Trade Percent sodium hypochlorite for the firm lump sum price of $1.75 per gallon using the new piggyback from Bay County. This price is fixed and there are no fuel surcharges or delivery fees. This contract expires September 30, 2027. The contract has three one-year renewals remaining. I have attached a copy of the original bid package, our bid, the contract, the award letter and the bid tab. The point of contact for Bay County to validate any of this information is Karen Grindle, Purchasing Director, and she can be reached at (850) 248-8270. This proposal to piggyback is made with the understanding that Odyssey Manufacturing would continue to supply your utility's bulk sodium hypochlorite needs for its Utilities. As part of the chemical supply, Odyssey will continue to provide technical assistance to your facilities as we have done in the past.

Thanks for your consideration. Please do not hesitate to contact me at (813) ODYSSEY or cellular (813) 335-3444 if I can be of further assistance. We appreciate your support and continued business.

Sincerely,

Patrick H. Allman
General Manager

C: C. Pridgeon, WWTP
M. Osborne, WTP

File Attachments for Item:

18. City Council Resolution No. 2026-136 - A resolution of the City of Lake City, Florida authorizing and directing the disbursement of Economic Development Assistance funds to the City and Columbia County Board of County Commissioners to Lake City 47, LLC, a Florida Limited Liability Company; recognizing the use of said funds in furtherance of that certain economic development project commonly identified as the "Cornerstone Project"; making certain findings of fact in support of the City authorizing the disbursement of said funds; directing the City Manager to disburse said funds in accordance herewith; repealing all prior resolutions in conflict; and providing an effective date.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
SECTION	
ITEM NO.	

SUBJECT: **Lift Station Construction and Design, Cornerstone at 47 Development,**

DEPT / OFFICE: City Manager

Originator: Dee Johnson		
City Manager Don Rosenthal	**Department Director** Don Rosenthal	**Date** 9/30/2026

Recommended Action:

Approve $370,000 incentive to Lake City 47, LLC

Summary Explanation & Background:

Lake City 47, LLC requested additional incentives from Columbia County offset lift station construction costs of approximately $1,122,000 to $1,152,858 and keep the Cornerstone Project on schedule. As an additional incentive, the County will contribute $370,000.00 to the construction of the Lift Station, matching the City of Lake City's monetary contribution to that project total cost. It is understood and agreed that the Lift Station shall provide service beyond the Company's project and will serve a public and economic development purpose.

Alternatives:

Not approve

Source of Funds:

410.78.536-060.63

Financial Impact:

City $370,000 County $370,000 Lake City 47, LLC $412,858.40 Approximately $1,122,000 to $1,152,858

Exhibits Attached:

Cornerstone Crossing Summary of Lift Station Construction Expenses Paid by Owner

NFPS
PO BOX 3823
LAKE CITY, FL 32056
PHONE (386) 752-4675
FAX (386) 752-4674
www.nfps.net

September 29, 2026

Clay Martin
Attorney, City of Lake City

Re: Lift Station Construction and Design, Cornerstone at 47 Development, Lake City, FL

Mr. Martin,

North Florida Professional Services, Inc. provided professional services in connection with the above-referenced project and prepared the attached Opinion of Probable Cost in the amount of $1,122,000 dated May 29, 2025.

C.A. Boone Construction was hired by the Owner to complete the construction. The Owner provided the project construction ledger in the amount of $1,152,858.40. The final construction costs are generally consistent with the anticipated costs identified in the Opinion of Probable Cost, subject to the normal variations that may occur during the course of construction.

If you have questions or need additional information, please do not hesitate to contact the project manager, Tori Humphries, or myself.

Respectfully,

Gregory G. Bailey, PE

CORNERSTONE LIFT STATION & FORCE MAIN IMPROVEMENTS OPINION OF PROBABLE COSTS NFPS Project No. L250226COR					
Item	**Description**	**Qty**	**Unit**	**Unit Cost**	**Total Cost**
1	Mobilization	1	LS	$88,700	$89,000
2	Erosion Control	1	LS	$2,000	$2,000
3	Site Clearing & Grading	1	LS	$10,000	$10,000
4	8" C900 (DR18) Force Main	300	LF	$70	$21,000
5	8" Fittings & Appurtenances - Wasterwater	1	LS	$1,050	$2,000
6	8" Gate Valve	2	EA	$3,500	$7,000
7	8" PVC (DR 18) Water Main	300	LF	$70	$21,000
8	8" Fittings & Appurtenances - Water	1	LS	$1,050	$2,000
9	8" Reduced Pressure Backflow Preventer	1	EA	$10,000	$10,000
10	8" x 1.5" Service Saddle with Corp Stop	1	EA	$1,000	$1,000
11	1.5" PVC (Sch 80) Water Service	40	LF	$20	$1,000
12	1.5" Reduced Pressure Backflow Preventer	1	EA	$1,500	$2,000
13	1.5" Washdown Station	1	LS	$1,000	$1,000
14	Package Lift Station with Controls	1	EA	$300,000	$300,000
15	Propane Generator with ATS	1	EA	$130,000	$130,000
16	Site Electrical for Lift Station	1	LS	$60,000	$60,000
17	8' Chain Link Security Fence with Gate	220	LF	$80	$18,000
18	Asphalt Access Drive	1,212	SY	$230	$279,000
19	Restoration & Grassing	1	LS	$20,000	$20,000
				CONSTRUCTION SUBTOTAL	**$976,000**
				Construction Contingency (15%)	$146,000
				Construction Total	$1,122,000
				Engineering/Permitting	$66,000
				CONSTRUCTION TOTAL	**$1,122,000**

Engineer's Opinion of Probable Construction Cost is made on the basis of Engineer's experience and qualifications; and represents Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, since Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Construction Cost prepared by Engineer.

Date Prepared: 5/29/2025

Cornerstone Crossing Summary of Lift Station Construction Expenses Paid by Owner

Budget Category payable name	Contractor scope	Amount
C A Boone		$ 1,056,382.33
North Florida Professional Services		$ 58,041.33
Clay Electric service connections		$ 10,634.74
Florida Fill and Grading		$ 12,800.00
Permitting/ survey		$ 15,000.00
Total Paid Lift Station Costs		**$ 1,152,858.40**

CM/rrp
09/30/26

RESOLUTION NO 2026 - 136

CITY OF LAKE CITY, FLORIDA

A RESOLUTION OF THE CITY OF LAKE CITY, FLORIDA AUTHORIZING AND DIRECTING THE DISBURSEMENT OF ECONOMIC DEVELOPMENT ASSISTANCE FUNDS OF THE CITY AND THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS TO LAKE CITY 47, LLC, A FLORIDA LIMITED LIABILITY COMPANY; RECOGNIZING THE USE OF SAID FUNDS IN FURTHERANCE OF THAT CERTAIN ECONOMIC DEVELOPMENT PROJECT COMMONLY IDENTIFIED AS THE "CORNERSTONE PROJECT"; MAKING CERTAIN FINDINGS OF FACT IN SUPPORT OF THE CITY AUTHORIZING THE DISBURSEMENT OF SAID FUNDS; DIRECTING THE CITY MANAGER TO DISBURSE SAID FUNDS IN ACCORDANCE HEREWITH; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake City ("City") has identified the development of economic opportunities for the Lake City community and its residents as a paramount objective of the City in furtherance of the public or community interest, the City's interests, and for public welfare (the "Objective"); and

WHEREAS, in furtherance of the Objective the City and the Columbia County Board of County Commissioners (the "County") created and adopted an interlocal service boundary agreement to encourage the efficient growth and development of lands at and around the interchange at Interstate 75 and State Road 47 (the "ISBA Area"); and

WHEREAS, an initial development project applying for annexation into the ISBA Area for further development at the ISBA Area was the Cornerstone retail project ("Cornerstone") being developed by Lake City 47, LLC, a Florida limited liability company (the "Developer"); and

WHEREAS, Cornerstone, when fully developed will increase by millions of dollars the value of the property on which it is situated, create hundreds of jobs in retail, professional, and restaurant establishments, and act as a catalyst for the development of surrounding lands; and

WHEREAS, to promote Cornerstone's development the City previously budgeted three hundred seventy thousand dollars ($370,000) in economic assistance to facilitate the construction of a sewer lift station to serve Cornerstone and other future development in and around the ISBA Area (the "City Contribution"); and

WHEREAS, to promote Cornerstone's development the County awarded funds of up to three hundred seventy thousand dollars ($370,000) as an economic development infrastructure grant to facilitate the construction of a sewer lift station to serve Cornerstone and other future development in and around the ISBA Area (the "County Contribution"); and

WHEREAS, the Developer, the City Manager, and the County conceptually agreed the City and the County would each assist the Developer in funding the construction of said lift station, in that the City and the County would each provide one-third of the cost of construction of said lift station up to a cap of three hundred seventy thousand dollars ($370,000) each (the "Agreed Contribution Cap"); and

WHEREAS, the County disbursed its authorized economic development infrastructure grant funds in the amount of three hundred seventy thousand dollars ($370,000) to the City for further disbursement to the Developer upon confirmation of construction costs and construction integrity; and

WHEREAS, the Developer has completed the construction of said lift station at an estimated approximate cost of one million one hundred twenty two thousand dollars ($1,122,000), one third of which amount exceeds the Agreed Contribution Cap; and

WHEREAS, the Developer has applied to the City for disbursement of the City Contribution and the County Contribution to the Developer; and

WHEREAS, the City finds the Developer has fulfilled the Developer's commitments and conditions necessary to receive disbursement of the City Contribution and the County Contribution; and

WHEREAS, disbursing the City Contribution and the County Contribution to the Developer in furtherance of the development of Cornerstone furthers and fulfills the Objective; now therefore

BE IT RESOLVED by the City Council of the City of Lake City, Florida:

1. Disbursing the City Contribution and the County Contribution to the Developer in furtherance of the development of Cornerstone furthers and fulfills the Objective; and

2. In furtherance thereof, the City Manager is directed to take all necessary action to disburse funds totaling seven hundred forty thousand dollars ($740,000) to the Developer, such funds representing the City Contribution and the County Contribution; and

3. All prior resolutions of the City Council of the City of Lake City in conflict with this resolution are hereby repealed to the extent of such conflict; and

4. This resolution shall become effective and enforceable upon final adoption by the City Council of the City of Lake City.

APPROVED AND ADOPTED, by an affirmative vote of a majority of a quorum present of the City Council of the City of Lake City, Florida, at a regular meeting, this ___ day of October, 2026.

BY THE MAYOR OF THE CITY OF LAKE CITY, FLORIDA

_____
Noah E. Walker, Mayor

ATTEST, BY THE CLERK OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA:

_____
Audrey E. Sikes, City Clerk

APPROVED AS TO FORM AND LEGALITY:

_____
Clay Martin, City Attorney

File Attachments for Item:

19. Discussion and Possible Action - Freedom Monuments in Olustee Park - The Columbia County Board of County Commission has requested the use of Olustee Park to erect the Freedom Monuments. The monuments were donated. If the location is approved, Columbia County is requesting for the City to pay 1/2 of the quoted price to install the Freedom Monuments in Olustee Park. The cost for the structure for the monuments to sit on is $76,650.00. The County would pay half $38,325.00 and they are requesting for the City to pay the other half $38,325.00.

MEETING DATE

CITY OF LAKE CITY
Report to Council

COUNCIL AGENDA	
ITEM NO.	

SUBJECT: Freedom Monuments Location/Funding

DEPT / OFFICE: City Manager

Originator: Don Rosenthal		
City Manager Don Rosenthal	**Department Director** Don Rosenthal	**Date** 9/23/2026

Recommended Action:
Approve location and funding

Summary Explanation & Background:
The BOCC (Columbia County) has requested the use of Olustee Park to erect "The Freedom Monuments" (See Attached). If the location is approved, they are requesting that the city pay ½ of the quoted price to install The Freedom Monuments in Olustee Park (Map attached). The monuments were donated. The cost is for the structure for the monuments to sit on. The quoted price total is $76,650.00. The county is paying half ($38,325.00), and they are asking the city to pay the other half ($38,325.00).

Alternatives:

Not approve the location of the project
Not fund the project.

Source of Funds:
CRA

Financial Impact:
$38,325

Exhibits Attached:
Quotes for the project
Monument Literature

THE CHARTERS OF FREEDOM

DECLARATION OF INDEPENDENCE • UNITED STATES CONSTITUTION • BILL OF RIGHTS

Our Founding Fathers authored the Declaration of Independence, the United States Constitution, and the Bill of Rights. These three founding documents are known as 'The Charters of Freedom'.

These three documents declare:

- We are an independent people;
- We are governed as a Democratic Republic;
- We are secure in our freedom and rights as citizens of the United States of America.

Foundation Forward is an educational, nonprofit organization that builds Charters of Freedom settings in communities across the country. These settings are replicas of the displays of our founding documents as seen in the National Archives in Washington, D.C. These settings are built to last 300-500 years.

Our Mission is to teach and preserve American history and civics, so all will know how our governement is meant to serve and protect We the People.

Grade school children are taking field trips to their local Charters of Freedom setting to learn about American history and civics. These field trips are remarkable life experiences for our young future leaders and they truly love them!

chartersoffreedom.com

THE CHARTERS OF FREEDOM

OUR STORY

It all started in the Fall of 2011 when Vance and Mary Jo Patterson were in Washington, D.C. They decided to go to the National Archives because they had never seen the Declaration of Independence and the United States Constitution.

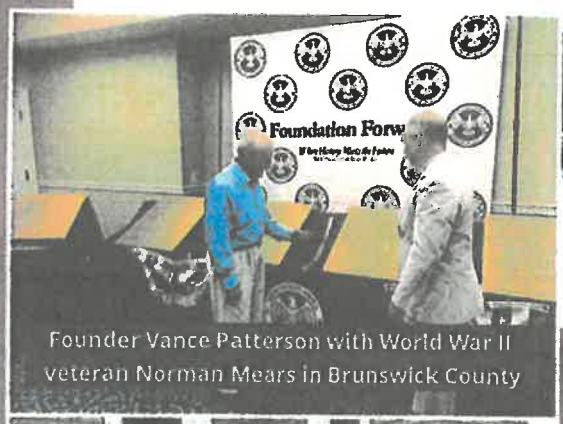
Vance recalls, "Seeing something our Founding Fathers had actually penned and then seeing their signatures, Thomas Jefferson, Benjamin Franklin, John Adams, Rutledge, Wilson, and the others, I just got goosebumps. And, then when we moved over to see the Constitution and those three words, We the People, I got a lump in my throat. I looked over at Mary Jo and she had tears in her eyes. It was, really, an emotional experience for us."

The next year, back home in western North Carolina, Vance was thinking about the experience and the thought came to him, "What if I could duplicate that experience we had in Washington when we saw the founding documents for the first time? What if I could bring that experience back to the citizens of Burke County?"

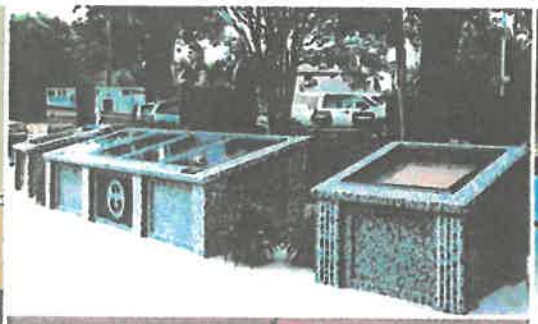
Two years later, on July 2, 2014, Vance and Mary Jo gifted and dedicated the first Charters of Freedom setting outside of Washington, D.C. to the children, veterans, and citizens of Burke County, on the Historic Courthouse green in downtown Morganton, NC. This was only the beginning.

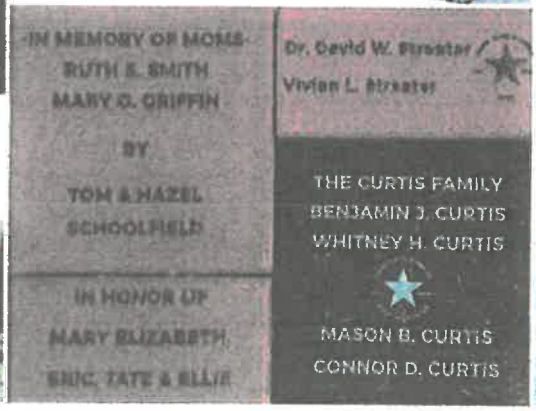
In 2013, the Pattersons started Foundation Forward, Inc. a 501(c)(3) nonprofit educational project to promote civics education and preserve American history. Over 30 settings have been dedicated across the country. Locations include North Carolina, South Carolina, Kentucky, Indiana, Illinois, Nebraska, South Dakota, and as far west as Nevada.

The long-term goal is to place Charters of Freedom settings in as many communities as possible over the next 10 years.



Founder Vance Patterson with World War II veteran Norman Mears in Brunswick County



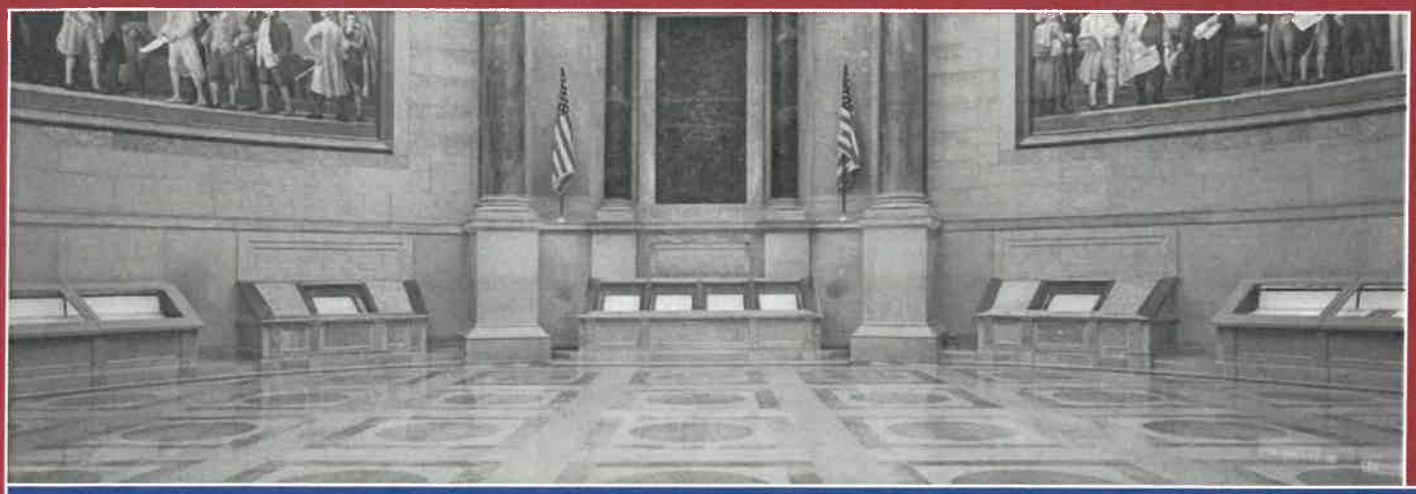


Contact us for more information, or to get involved!

Foundation Forward, Inc.
227 Main Street West
Valdese, NC 28690

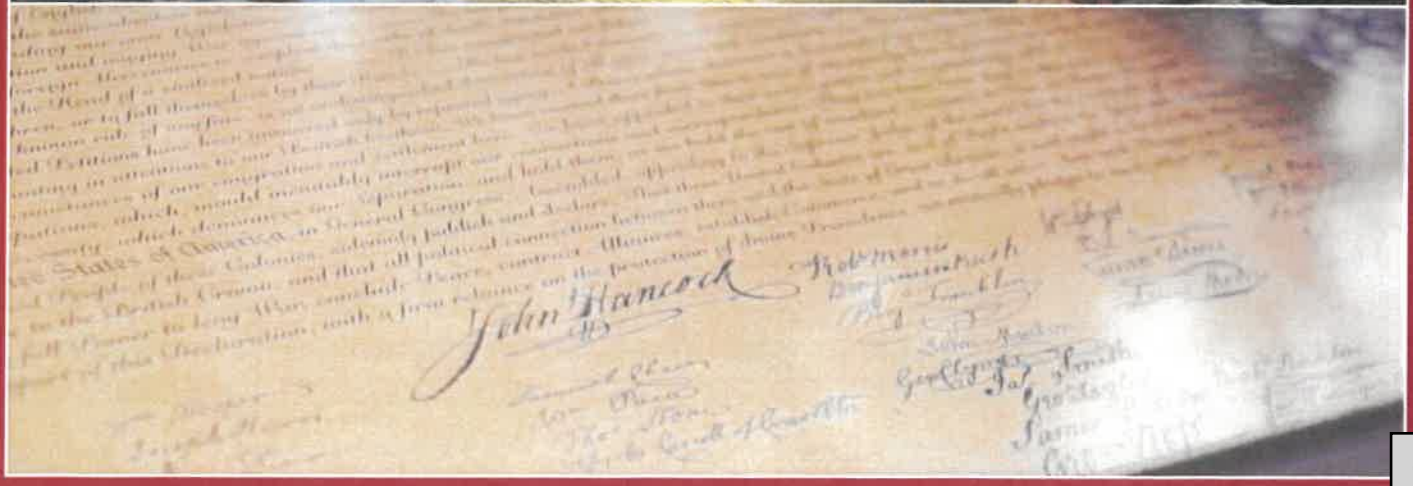
828-522-1400
info@chartersoffreedom.com
chartersoffreedom.com

ACCESS ★ EDUCATION ★ COMMUNITY



THE CHARTERS OF FREEDOM

DECLARATION OF INDEPENDENCE ★ UNITED STATES CONSTITUTION ★ BILL OF RIGHTS



Foundation Forward, Inc.

An Educational, Nonprofit, 501(c)(3) Organization

Charters of Freedom Settings

Burke County #1, Morganton, North Carolina
First Charters of Freedom setting outside of Washington, D.C.
Polished Granite. Dedicated July 2, 2014

Burke County #2, Valdese, North Carolina
First setting to include Civil Rights Amendments
Foundation Forward Education Park
Dedicated May 20, 2022

Cherokee County, Murphy, North Carolina
Polished Granite
Dedicated September 17, 2014

Caldwell County, Lenoir, North Carolina
Local Brick with Cast Stone Cap and Chambers
Dedicated July 3, 2019

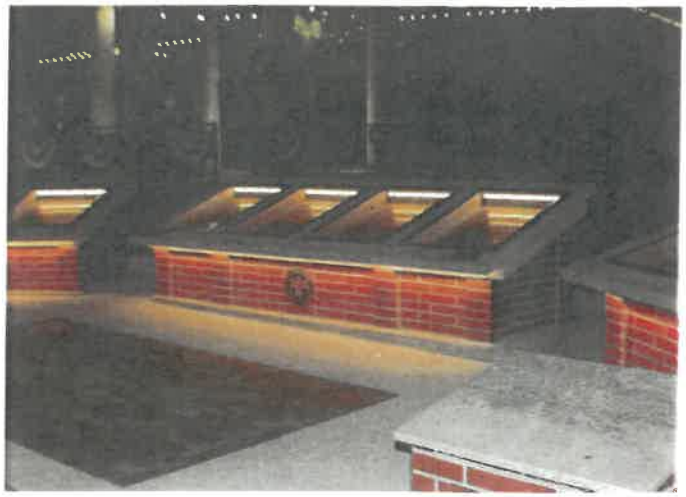
Cabarrus County #1, Harrisburg, North Carolina
Cast Stone Fascia with Cast Stone Cap and Chambers
Dedicated November 11, 2019

Henderson County, Hendersonville, North Carolina
Special Stone Fascia with Cast Stone Cap and Chambers
Dedicated September 19, 2018

Where history meets the future.

Charters of Freedom Settings

Halifax County, Halifax, North Carolina
Local Brick with Cast Stone Cap and Chambers With Halifax Resolves on the far left. Dedicated April 12, 2019



Hamilton County, Noblesville, Indiana
Local Brick with Indiana Limestone Cap and Chambers; Internally lighted with Donor Pedestals.
Dedicated September 28, 2019

Kenton County, Crescent Springs, Kentucky
Formed and Marble-Dyed Concrete
Completed Fall 2021

Howard County, Kokomo, Indiana
Indiana Limestone Setting
Dedicated September 26, 2015

Ashe County, Jefferson, North Carolina
Local Brick with Cast Stone Cap and Chambers
Dedicated November 5, 2018

Polk County, Columbus, North Carolina
Local Brick with Cast Stone Cap and Chambers
Dedicated September 17, 2019

828-522-1400
chartersoffreedom.com

Our Story

It all started in the Fall of 2011 when Vance and Mary Jo Patterson were in Washington, D.C. They decided to go to the National Archives because they had never seen the Declaration of Independence and the United States Constitution.

Vance recalls, "Seeing something our Founding Fathers had actually penned and then seeing their signatures, Thomas Jefferson, Benjamin Franklin, John Adams, Rutledge, Wilson, and the others, I just got goosebumps. And, then when we moved over to see the Constitution and those three words, *We the People*, I got a lump in my throat. I looked over at Mary Jo and she had tears in her eyes. It was, really, an emotional experience for us."

The next year, back home in western North Carolina, Vance was thinking about the experience and the thought came to him, "What if I could duplicate that experience we had in Washington when we saw the founding documents for the first time? What if I could bring that experience back to the citizens of Burke County?"

Two years later, on July 2, 2014, Vance and Mary Jo gifted and dedicated the first Charters of Freedom setting outside of Washington, D.C. to the children, veterans, and citizens of Burke County, on the Historic Courthouse green in downtown Morganton, NC. This was only the beginning.

In 2013, the Pattersons started Foundation Forward, Inc. a 501(c)(3) nonprofit educational project to promote civics education and preserve American history. Over 30 settings have been dedicated across the country. Locations include North Carolina, South Carolina, Kentucky, Indiana, Illinois, Nebraska, South Dakota, and as far west as Nevada.

The long-term goal is to place Charters of Freedom settings in as many communities as possible over the next 10 years.

Where history meets the future.

Our Mission

Our Founding Fathers authored the Declaration of Independence, the United States Constitution, and the Bill of Rights. These three founding documents are known as:

The Charters of Freedom

These three documents declare:

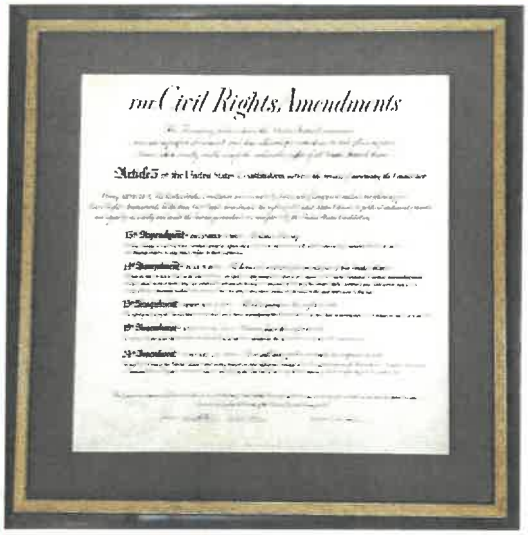
- We are an independent people;
- We are governed as a Democratic Republic;
- We are secure in our freedom and rights as citizens of the United States of America.

Foundation Forward is an educational, nonprofit organization that builds Charters of Freedom settings in communities across the country. These settings are replicas of the displays of our founding documents as seen in the National Archives in Washington, D.C. These settings are built to last 300-500 years.

Our Mission is to teach and preserve American history and civics, so all will know how our government is meant to serve and protect *We the People*.

Grade school children are taking field trips to their local Charters of Freedom setting to learn about American history and civics. These field trips are remarkable life experiences for our young future leaders and they love them!

Civil Rights Amendments



The Civil Rights Amendments Document is an original historic work of art commissioned by Foundation Forward, Inc. of North Carolina. Our founder, Vance Patterson, tells the story of how these important amendments came to be added to our Charters of Freedom projects:

> "Over the past decade, when I'd be going around the country making presentations to counties offering the gift of a Charters of Freedom setting, I'd sometimes get the question, 'What about the other amendments?' And I knew what they were talking about – the **13th, 14th, and 15th Amendments. The 13th abolishes slavery, the 14th guarantees citizenship, and the 15th guarantees the right to vote.** And I'd say something like, 'Well, those are very important, but they aren't part of the Charters of Freedom, so they're not part of the gift.' Sometimes the discussion that followed would get in the way of them accepting the gift.
>
> Well, over the years, I began to realize this was about a lot more than just displaying the founding documents. It's about education, and it's important that people know these civil rights are in place now, for all people.
>
> So, I did some research and learned that there was no document known as The Civil Rights Amendments. Not only that, but there are two more amendments that needed to be included:
>
> - **The 19th - Women's Suffrage**
> - **The 24th (which was the result of the 1964 Civil Rights Act) - No Poll Tax**
>
> In November 2020, I commissioned the nationally-known calligraphy artist John Stevens, of Winston Salem, North Carolina, to take my proposed wording and make it into a document styled after the Bill of Rights. John researched the 18th-century writing styles, the materials used, and the format for documents of that era.
>
> It took John over five months to complete the project, which, being an entrepreneur, I thought was a little long, but Mr. Stevens produced a true work of historic art!"

Your Civil Rights Amendments

History Government Civics

It's amazing how many people come to the Charters of Freedom setting, read the documents and say, "That's all there is to our Constitution . . . only four pages?"

You would not believe how many people do not know that our first approved Ten Amendments are our Bill of Rights! Many citizens do not realize the First Amendment, which guarantees Freedom of Speech, Freedom of Assembly, Freedom of the Press, and the Freedom and Right to Petition the Government is only 45 words!

After the presentation dedication ceremony of Your Charters of Freedom setting, schoolteachers will begin bringing their 3rd-5th-grade classes on field trips to see these founding documents in a proper setting. While students are there, they learn about American history, at the time of our County's founding. Schoolchildren will learn about government and how it is to serve and protect, *We the People*. Students will also learn about civics and how they can participate in local, state, and national programs, to serve our Country. This is now happening in communities across the Country where students and others have their Charters of Freedom setting. The students love it!

"Our hope is that our future leaders will come from communities with their own Charters of Freedom," says Vance. "They will grow up not just talking about the Constitution and Bill of Rights in Washington, but talking about *their* Constitution and *their* Bill of Rights, the ones they grew up with, right in their home community. And they will know how government is supposed to work to protect and serve *We the People*."

Access and Community

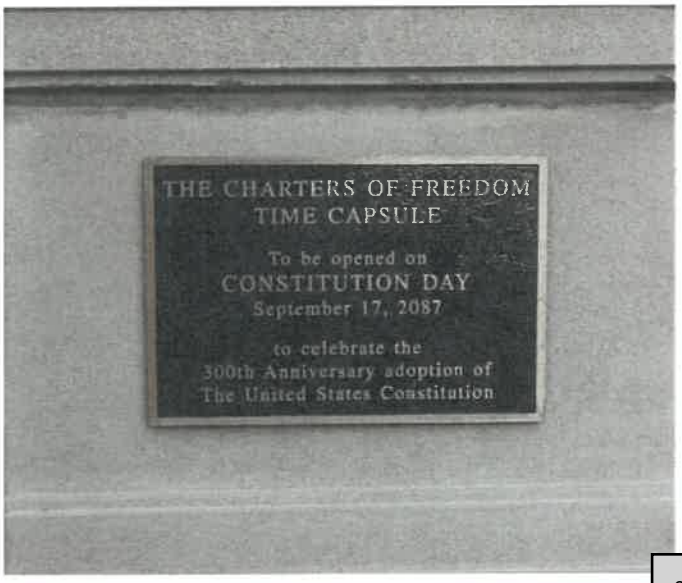
Not everyone can get to our nation's capital to see the Declaration of Independence, the United States Constitution, and the Bill of Rights. "It took me over 60 years to get to the National Archives in Washington, D.C. to see our founding documents," Founder Vance Patterson explains. "Even though it's free and open to the public, most people will never see and experience these documents in a proper setting."

The goal of Foundation Forward is to bring these documents to local communities in life-sized replicas of the settings in the National Archives. Your Charters of Freedom setting will be placed in a location central to the community, with high visibility, high foot traffic, and easy access for schoolchildren and veterans. They are built to last 300 to 500 years!

Your Charters of Freedom will be a firm basis on which to teach and preserve American history surrounding the time of our country's founding. Civics and government can be taught so all will know how our government is meant to serve and protect *We the People*.

Veterans will feel a renewed sense of pride and comfort because they swore an allegiance to the United States Constitution.

On the 300th anniversary of our United States Constitution Day, September 17, 2087, your community will participate in the opening of the vaults containing the time capsules, along with all the other communities around the country.



Where history meets the future.

Dedications and Celebrations

The dedication and gifting of the Charters of Freedom is a historic event for the community.

PRESENTATION OF COLORS

PRAYER

PLEDGE

HIGH SCHOOL BANDS & CHOIRS

HIGH SCHOOL STUDENTS

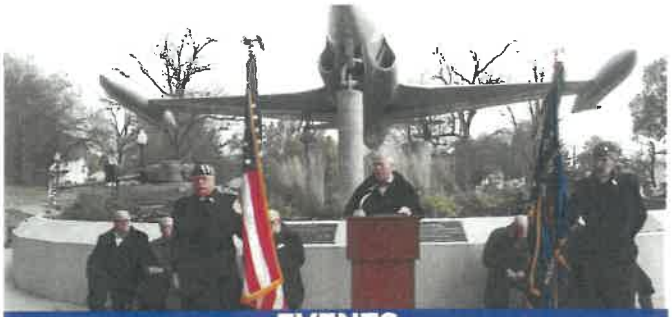
COLLEGE STUDENTS

FAMILIES

DEDICATION CANNON SALUTE

SCOUTS FIRING CANNON SALUTE

HONORED SPEAKERS



EVENTS

Where History Meets the Future

Foundation Forward, Inc. moved into our new corporate headquarters in 2018, and our thoughts soon turned toward the question of what to do with the additional property next to our building. After several months of discussions and planning, we decided that we wanted to convert the space into a park. It would not be just any park, however, it would be an Education Park, promoting learning about American History and Civics, state and local government, our Armed Forces, and more! We wanted to build something that would be a great enhancement to the community, a place where our citizens can learn, honor, reflect, and celebrate. **Thus, the first Foundation Forward Education Park, "Where History Meets the Future," was created!**

At the front of the park is a unique Charters of Freedom setting. This includes a life-size display of the Declaration of Independence, United States Constitution, and Bill of Rights, and was the first setting in the nation to include a beautiful display of the Civil Rights Amendments. Each document is on ¼" etched bronze and weighs over 60 lbs. To commemorate the addition of the new display to this and future settings, framed copies of the Civil Rights Amendments were created and are being presented to all counties in the United States that have existing Charters of Freedom settings.

In front of the Charters of Freedom setting is a Field of Honor where you can purchase a brick or polished granite paver to honor those in your family, organizations, or other important parts of your life.

At the four corners of the front of the park are The Founding Fathers of Education, Thomas Jefferson, Benjamin Franklin, James Madison, and John Adams. All life-size statues, from 5'4" Madison to 6'3" Jefferson, are of museum-quality bronze and are depicted at the age they were when the U.S. Constitution was signed into law. Jefferson is 44, Franklin is 81, Madison is 36, and Adams is 51.

Moving past the Charters of Freedom setting, you go through the sliding gate and under the "Where History Meets the Future" sign. Following the blue, white, and yellow pathway to the right, you will travel the American Revolution Timeline, which begins with the tragic events of the Boston Massacre. As you continue, you'll see significant battles and events in the North on the right, and then see how the war shifted to the South on the left. The two come together after the Battle of Yorktown with the displays of the United States Constitution and Bill of Rights.

If you were to go to the left after you pass through the gate and follow the red, white, and blue pathway, you'll see how our government was formed to Serve and Protect We The People. All branches of the government are displayed and detailed into their departments and divisions. Federal, State, County, and City are shown along this wall.

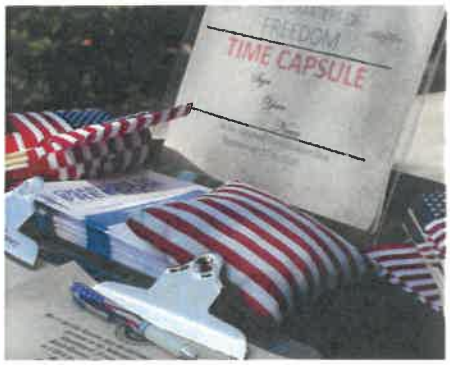
At the back of the park, you will find the displays dedicated to the United States Armed Forces. All six military service branches (Army, Navy, Marines, Air Force, Coast Guard, and Space Force) have their flags on individual poles. These flags fly above a memorial wall, where mounted brass plates show the names of Burke County service members who have died in action since 1941. Included in this tribute are pedestals with bronze plaques stating each service's Motto, Creed, and War Cry. At the center of the wall is a statue of General George Washington, depicted at the age of 55, when he finished his military career.

Other park features include a burbling water fountain, a brick wishing well, benches, and planters with indigenous plants.

Foundation Forward Education Park

828-522-1400
chartersoffreedom.com

Founder Vance Patterson with World War II veteran Norman Mears in Brunswick County



Memorial Tribute for Mark Finegan

whose tireless effort brought the Charters of Freedom to Hamilton County, Noblesville, Indiana in September 2019.

All Honor To His Name.

FOUNDATION FORWARD, INC.
A 501 (C)(3)
227 MAIN STREET WEST
VALDESE, NC 28690

Chairman Tim Murphy
Columbia County Administration Building
135 NE Hernando Ave Suite 203
Lake City, Fla 32055

The citizens of your county, and all 67 counties of Florida, have been given an "America250" Gift from Foundation Forward of Burke County, North Carolina. This gift consists of Seven Laser-Etched Documents of The Charters of Freedom and Civil Rights Amendments. The Charters of Freedom are your Declaration of Independence, United States Constitution, and Bill of Rights. These documents are on laser-etched 3/16" stainless steel plates, each weighing over 40 lbs.

The purpose of this gift is Education: education to preserve American history at the time of the founding of our country and education in Civics, so all of your citizens will know how government - Federal, State, and Local - is meant to serve and protect We The People.

With the enclosed sets of prints, construction videos, printed instructions, and pictures you can see how to display your Charters of Freedom and Civil Rights Amendments in a setting similar to that used in the Rotunda of the National Archives in Washington, D.C.

Foundation Forward, Inc. a 501(C)(3) has already gifted 75 Charters of Freedom settings in 17 states across the country over the past 12 years, including the Reagan Presidential Library in Simi Valley, CA and Jimmy Carter National Historic Site in Plains, GA. If you would like to see an already existing Charters of Freedom and Civil Rights setting in Florida, you can visit The Riverfront Esplanade at Daytona Beach.

Having your Charters of Freedom and Civil Rights Amendments documents in a proper setting will give the citizens of your community a place to gather to Celebrate, Honor, and Reflect. Other ways to display these documents would be up to your Board of Commissioners and the Citizens of your county.

Watch the enclosed videos, review the prints and literature, visit our website at Chartersoffreedom.com and discuss the possibilities for your county.

This can be An Outstanding "America250" Project for your community!

Questions can be answered by visiting our website, or by calling 828-522-1400.

Sincerely,

Vance Patterson
Founder
Foundation Forward, Inc.
Chartersoffreedom.com

The Freedom Monuments – Installation

All Seasons Planning Inc. ---------- Total $25,750.00
(Proposal for Paver Installation at the Olustee Park)

Ron David Plastering, LLC----------Total $10,588.00
(Proposal for Stucco)

Charles Custom Memorials----------Total $28,312.00
(Proposal of Installing Plaques on Granite as well as mounting)

Pillars Welding and Trade Services----------Total $12,000.00
(Quote for Fabrication and Installation of 8 Aluminum Stands)

Installation of Total Cost $76,650.00

All Seasons Planning Inc.

CGC 1517099

July 10, 2026

Proposal for Paver installation at the Columbia County Courthouse Park for Constitutional Plaques

Services to include in base price:

- Excavation of 9" of existing materials within existing 1,500sf area bounded by concrete walks shown in attached graphic of work area
- Installation of 6" crushed Concrete Fines, graded and compacted.
- Relocation of water or other conflicting utilities is not included
- Installation of Pine Hall Red beveled fired brick pavers 4"x8"x 2.25" to be sand set on new crushed concrete fine base
- Final cleanup, joint sanding and excess work material removal is included.
- Work includes all labor and materials for paver scope only during 8-5 normal M-F week
- EXCLUSIONS- No design or construction of plaque bases or related elements, county to provide security fence and signage for public safety, require 3 parking space access blocked off for truck and material access during construction, not responsible for any utility relocations or damage repair, not responsible for lost time due to weather delays.

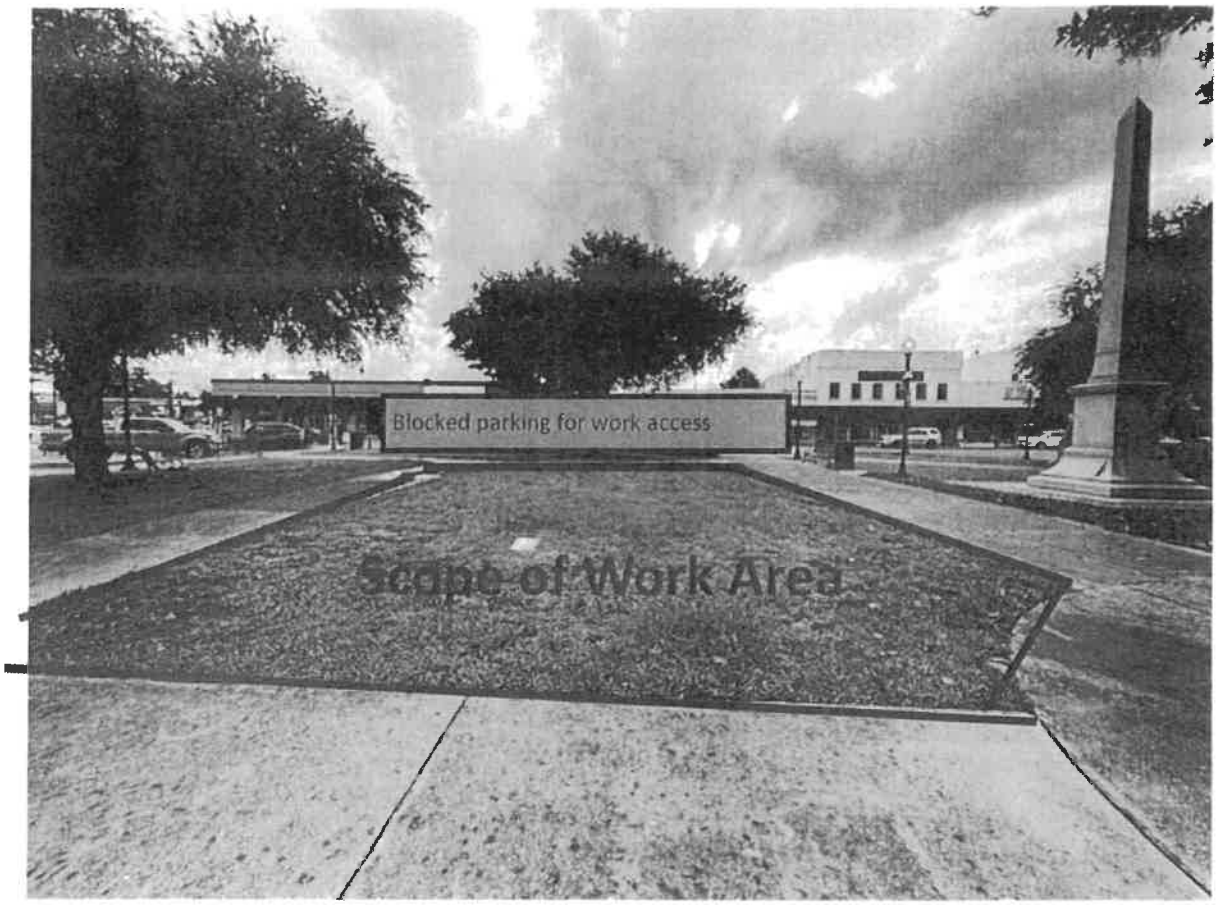
Total Cost- $25,750.

A 30% Deposit ($7725) is required to secure special order materials, progress billing based on completion.

ACCEPTANCE:

_____ DATE James R. Juber - 7-10-26

2356 SW Little Rd. Lake City, FL 32024 386) 755-3608 O (386) 867-4970 C
jim@allseasonsplanning.com



OUTLINED WORK AREA SCOPE IS SHADED.

Approximately 1,500sf of fired clay pavers on 6" crushed concrete fines. Work includes removal of approximately 9" of existing sod and soil and installation of 2.25" thick clay pavers sand set on leveling course and final joint sanding and cleanup. Note scope exclusions on proposal by All Seasons Planning, Inc., a 30 year local company—installer of existing Court House pavers

Ron David Plastering, LLC
603 SW Ralph Ter
Lake City, FL 32024-1517
386-623-0549
rdplastering09@aol.com

ADDRESS
Columbia County

Estimate 2601

DATE 08/21/2026

P.O. NUMBER
Down town monuments

ACTIVITY	QTY	RATE	AMOUNT
Stucco:Stucco 1- 14' long monument sign 4- 4' x 42" monument signs. Install dura over aluminum frame. Put trim on to match corners. Base coat with mesh and synthetic color finish. Labor and materials included.	1	10,588.00	10,588.00

TOTAL **$10,588.00**

Accepted By

Accepted Date

Thank you for your business and we look forward to working with you

Charles Custom Memorials
561 NW Hilton Ave.
Lake City, FL 32055
Phone (386) 755-4001 Fax (386) 754-5382

Estimate **August 19, 2026**

Board of Columbia County Commissioners

Attn: Kimi Roberts

Lake City, FL 32055

Monuments in Olustee Park

Quote includes installing plaques on granite as well as mounting granite to platform provided by others

Description of Job:	**Price**
48" x 42" x 1.5" Georgia Grey panels w/Rounded edges and corners $3,360.00 each x qty 4	$13,440.00
81" x 48" x 1.5" Georgia Grey panels w/Rounded edges and corners $7,436.00 each x qty 2	$14,872.00
Please provide sales tax certificate	
Total	$28,312.00

PILLARS Welding and Trade Services

QUOTE

370 NW Railroad ST
Lake City, FL 32055
386-984-6467

DATE
8/19/2026

To: Columbia County Board of County Commissioners

Monuments Olustee Park Downtown Lake City
ATTN: Kimi Roberts - Columbia County Events Specialist
kroberts@columbiacountyfla.com
(386) 758-1390

Description of work

Quote is for fabrication and installation of 8 aluminum stands per dimensions given by Tim Murphy.

Installation location at Olustee park will be discussed at a later time.

No time frame on completion has been agreed to.

ITEM	QTY	UNIT PRICE	AMOUNT
Fabrication and Installation			$12,000.00
Price Does Not Include Sales Tax ***Customer must provide Certificate of Exemption***			$0.00
Thank you for your business!		**TOTAL**	$12,000.00