



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, NOVEMBER 13, 2023 at 9:00 AM

Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

C. **PLEASE NOTE: A PUBLIC HEARING WAS HELD IMMEDIATELY PRECEDING THIS REGULAR SESSION MEETING TO HEAR CONCERNS ABOUT APPLYING FOR A SUN TRAIL GRANT FOR THE CITY OF BONIFAY.**

Dr. Emily McCann advised the Council and the Mayor of the specifics and the benefits to the City if we are awarded this Grant.

No other persons spoke.

Public Hearing adjourned at 5:17PM.

II. APPROVE AGENDA

III. APPROVE MINUTES

IV. APPROVE ACCOUNTS PAYABLE / TRANSFERS / FINANCIAL SHEETS TO REVIEW

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. This is time set aside for the Citizens of Bonifay to address the City Council. **THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to**

observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record,

VI. PLANNING & ENGINEERING

VII. OLD BUSINESS

VIII. NEW BUSINESS

[A.](#) DOT SUN Trails Resolution 23-90

[B.](#) Canon Financial Services

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

C. Employee Spotlight

X. ADJOURN

Persons with disabilities needing special accommodations to participate in this proceeding should contact City Hall at (850) 547-4238, at least five days prior to the proceedings.

RESOLUTION NO. 23-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, APPROVING AN APPLICATION FOR A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, SHARED-USE NONMOTORIZED (SUN) TRAIL GRANT FOR PEDESTRIAN SAFETY IMPROVEMENTS FOR THE CITY OF BONIFAY, PROVIDING AN EFFECTIVE DATE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) has established the Shared-Use Nonmotorized (SUN) Trail Program;

WHEREAS, it has been determined the City of Bonifay is eligible to make application for certain funds under this program;

WHEREAS, the City of Bonifay has identified the following project as pertinent to citizen connectivity within the City limits;

City of Bonifay SUN Trail project. This project will increase the connectivity and pedestrian safety along State Road 90 from Banfill Ave to the Holmes County Sheriff's Office.

WHEREAS, the City intends to submit grant funding application to the Rural Infrastructure Fund Program for the City of Bonifay; and

WHEREAS, the City Clerk has authority and rights to execute all required grant related application and agreement documents in the absence of the Mayor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA:

Section 1. The submission of the FDOT SUN Trail application for certain pedestrian improvements and associated signature authority is hereby approved for submission.

Section 2. The Mayor is authorized to execute any and all documents required for this grant and in his absence, the City Clerk is authorized to execute any and all documents required for this grant.

RESOLVED by the City Council of the City of Bonifay on November 13th, 2023.

CITY OF BONIFAY, FLORIDA
ATTEST:

CITY OF BONIFAY, FLORIDA

By the City Clerk, Rickey Callahan

By its Mayor, Larry Cook.



Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800) 613-2228

Master Sales & Services Agreement
Customer Information Face Page

MA26334

Salesperson: Charles V. Ezzell Jr. Order Date: 4/21/2022

Customer ("you"):

Company: CITY OF BONIFAY, FLORIDA

Address: 301 N J H ETHERIDGE ST

City: BONIFAY

County: ~~WASHINGTON~~ HOLMES

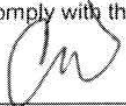
State: FL Zip: 32425

Phone #: 850.547.3662

Contact: Chief Chris Wells

Fax #:

Email: chiefwells@bonifaypolice.com

Applicable Terms and Conditions	Customer Organizational Information
<p>TERMS AND CONDITIONS ARE AVAILABLE AT: ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS</p> <p>The CSA customer terms and conditions located at the above website ("Terms") form part of this Agreement. The Terms include general terms, and terms for product and service purchase, maintenance, support and leasing (pursuant to the terms of Rider G); managed print services; and quotes. The Terms applicable to each of your transactions will be referenced in the Order Schedule.</p> <p>By your initials herein and signature below, you understand and acknowledge such Terms and agree to comply with those applicable to each Order Schedule.</p> <p> Customer Initials</p>	<p>Federal Tax ID Number: _____</p> <p>Organization type: State or Local Government</p> <p>Address for Notices: Attn: Chief Chris Wells Address: 809 S Waukesha St Address 2: City: Bonifay State: FL Zip: 32425 Email: chiefwells@bonifaypolice.com</p>

BY YOUR SIGNATURE BELOW, YOU AGREE TO LEASE, PURSUANT TO THE TERMS OF RIDER G, OR PURCHASE, AS SPECIFIED IN THIS AGREEMENT, THE ITEMS LISTED IN ANY SCHEDULE, RIDER OR ADDENDA (AS APPROVED BY CSA) TO THIS AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND AGREE TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THIS FACE PAGE, APPLICABLE SCHEDULE(S), RIDER(S) AND SUCH ADDENDA, THE QUOTE, AND THE APPLICABLE TERMS AND CONDITIONS IDENTIFIED ABOVE, ALL OF WHICH IS INCORPORATED HEREIN AND MADE PART OF THIS AGREEMENT.

Customer's Authorized Signature

Printed Name

CHRIS WELLS

Title

CHIEF OF POLICE

Date

4/22/22



Canon Solutions America, Inc. ("CSA")
 One Canon Park, Melville, NY 11747
 (800)-613-2228

Lease Schedule ("Schedule") - Blended (SER-800)

Customer: CITY OF BONIFAY, FLORIDA

CFS App #: 1879079

Salesperson: Charles V. Ezzell Jr.

Agreement #: MA26334

Transaction #: S1274921

Order Date: 04/26/22

Billing Information Customer Account: 1873775 Company: CITY OF BONIFAY, FLORIDA DBA: Address: 809 S Waukesha St Address 2: City: Bonifay County: HOLMES State: FL Zip: 32425 Phone #: 850.547.3662 Contact: Chief Chris Wells Fax #: Email: chiefwells@bonifaypolice.com	Payment Information		Equipment Maintenance Information	
	Listed Items Lease Term	# of Lease Payments	Maintenance included, except as indicated excluded	
	60 Months	60	Excess Per Image Charge invoiced Monthly by CFS	
	Payment* (*Plus Applicable Taxes)	CFS Invoicing	Per Unit Coverage Plan	
	Total	Lease Payment shall be invoiced Monthly	Fixed Price Plan	
\$75.00		Other Transaction Details		
Due at Signing		Purchase Option: \$1 Buyout		
# of Payments in Advance	Total Due at Signing			
0	\$0.00			

Covered Device - Rider A (Office Equip/Cut Sheet Production)	Covered Images Included in Payment	Excess Per Image Charge(s)
	B&W: 1,000	B&W: \$0.013800

Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
5160C001	ICXMF1643IFI	1	Shipping: 301 N J H ETHERIDGE ST Delivery Date: 03/22/22
3792V243	INSTALL PAK LBP/IMAGECLASS - INTANGIBLE	1	Address 2:
2368V991	PRINTER CONNECTIVITY	1	City: BONIFAY County: WASHINGTON State: FL Zip: 32425
IntSupplies	Pre-Installed Supplies Installed in Machine	1	Primary Customer Contact: Chief Chris Wells Phone #: 850.547.3662 Email: chiefwells@bonifaypolice.com Meter Contact: Phone #: Email: IT Contact: Chief Chris Wells Phone #: 850.547.3662 Email: chiefwells@bonifaypolice.com Billing: Address 2: City: County: State: Zip: Billing Contact: Phone #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5

Additional Requirements:	Consumables: Toner Only Auto-Toner Fulfillment**
	Meter Method: imageWare Remote
	For CSA USE ONLY:
OC: COUNTY OF DUPAGE CONTRACT FI-R-0251-18 Fiscal Funding	Config: C 65871109

THIS SCHEDULE IS ENTERED INTO PURSUANT TO AND INCORPORATES THE TERMS OF THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE ("AGREEMENT"), INCLUDING THE MASTER LEASE TERMS SET FORTH AS RIDER G HERETO WHICH SHALL CONTROL (THE "LEASE TERMS") TO THE EXTENT THE TERMS OF AN EXISTING CFS MASTER AGREEMENT ARE REFERENCED ON THIS SCHEDULE (THE "EXISTING MASTER CFS LEASE") AND ARE APPLICABLE TO THIS SCHEDULE. THEY SHALL CONTROL OVER THE MASTER LEASE TERMS SET FORTH AS RIDER G TO THE AGREEMENT FOR SO LONG AS THE EXISTING MASTER CFS LEASE REMAINS IN EFFECT. STANDARD TERMS AND CONDITIONS AND APPLICABLE RIDERS INCORPORATED HEREIN ARE AVAILABLE AT [LESS.CSA.CANON.COM/CUSTOMERDOCUMENTS](#) AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. THIS SCHEDULE CONSTITUTES A LEASE OF THE LISTED ITEMS, AND IS BINDING ON CUSTOMER UPON SIGNING BY CUSTOMER AND IS BINDING ON CSA AND LESSOR AS PROVIDED IN THE LEASE TERMS. THIS SCHEDULE IS NON-CANCELABLE BY CUSTOMER. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED BY YOUR SIGNATURE. CUSTOMER AGREES TO LEASE THE LISTED ITEMS AND, IF SELECTED, TO PURCHASE THE MAINTENANCE SERVICES DESCRIBED HEREIN. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SCHEDULE.

Customer Authorized Signature: Printed Name: **CHRIS WELLS** Title: **CHIEF OF POLICE** Date: **4/25/22**

ACCEPTANCE CERTIFICATE

To: CSA and Lessor: Customer certifies that (a) the Listed Items referred to in the above Schedule have been received, (b) installation has been completed, (c) the Listed Items have been examined by Customer and are in good operating order and condition and are, in all respects, satisfactory to the Customer, and (d) the Listed Items are irrevocably accepted by the Customer for all purposes under the Agreement. Accordingly, Customer hereby authorizes billing under this Schedule.

Authorized Signature: Printed Name: **Carol Ott** Title: **DOC ADMIN II** Date: **04/28/2022**



Additional Equipment List to: S1274921 (SER-801)

Customer: CITY OF BONIFAY, FLORIDA

Agreement #: MA26334

Order Date: 04/25/22 Salesperson: Charles V. Ezzell Jr.

Covered Software-Rider C (Software and Cloud Subscriptions)		Covered Images Included in Payment	Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
3660V090	POWER.PDF.ADVANCED.V3.VOLUME.LICENSE.(LEVEL.A,5.TO.24.USERS.TIER)	5	Shipping: 301 N J H ETHERIDGE ST Delivery Date: 03/22/22
3659V842	POWER.PDF.ADVANCED.V3.M/S.5.YEARS.(LEVEL.A,5.TO.24.USERS.TIER) 5	5	Address 2: City: BONIFAY County: WASHINGTON State: FL Zip: 32425 Contact: Chief Chris Wells Ph #: 850.547.3662 Email: chiefwells@bonifaypolice.com Mtr Contact: Ph #: Email: IT Contact: Chief Chris Wells Ph #: 850.547.3662 Email: chiefwells@bonifaypolice.com Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 For CSA USE ONLY: Config: A - 1 65871107

Device Excluded from Maintenance		Covered Images Included in Payment	Excess Per Image Charge(s)
Item Code	Listed Items Description	Qty	Ship To & Maintenance Billing Information
2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	1	Shipping: 301 N J H ETHERIDGE ST Delivery Date: 03/22/22 Address 2: City: BONIFAY County: WASHINGTON State: FL Zip: 32425 Contact: Chief Chris Wells Ph #: 850.547.3662 Email: chiefwells@bonifaypolice.com Mtr Contact: Ph #: Email: IT Contact: Chief Chrs Wells Ph #: 850.547.3662 Email: chiefwells@bonifaypolice.com Billing: Address 2: City: County: State: Zip: Contact: Ph #: Email: Elevator: No Loading Dock: No # of Steps: 0 Hrs of Operation: 9-5 For CSA USE ONLY: Config: B - 1 65871108

SER-801 Blended Lease March 2020

**Requires ImageWARE Remote



**Subscription Support Services (SLS-910)
Subscription Schedule ("Schedule"), Rider D of Agreement**

Canon Solutions America, Inc. ("CSA")
One Canon Park, Melville, NY 11747
(800)-613-2228

Customer: CITY OF BONIFAY, FLORIDA
Agreement #: MA26334

Salesperson: Charles V. Ezzell Jr.
Transaction #: S1260970
Order date: 04/21/22

Customer ("You") Customer Account: 1873775	
Company: CITY OF BONIFAY, FLORIDA	
Address: 301 N J H ETHERIDGE ST	
City: BONIFAY	State: FL Zip: 32425
Contact: Chief Chris Wells	Phone: 850.547.3662
Email: chiefwells@bonifaypolice.com	Alternate Contact: Wells Chief Chris
	Alternate Email: chiefwells@bonifaypolice.com
	Alternate Phone: 850.547.3662

Subscription Support Services

Schedule Term: Months or Lease term Customer P.O. Reference on invoice: _____
 Payment terms: Net 30 Bill with my CFS Lease Payment Credit Card (Requires secure credit card authorization form.)

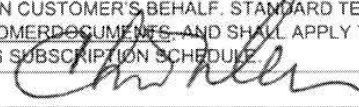
Ordered Qty	Item Code	Description	Price	Extended Price
1	2807V116	SUBSCRIPTION SUPPORT SERVICES 6 UNIT BLOCK	Included	Included

Total	
Sales Tax	TBD at invoicing
Total Due	

Resource Level	Units / hour	Min Hrs/Engagement
National Consulting and Support ("NCS") Engineers	5	10
Production Analyst	4	8
Project Mgmt or Software Development Specialist	4	4
Local Systems Analyst or Systems Engineer	3	1
Solutions Support Center Agent	3	1
Product Trainer	2	1*

*1 Subject to Course minimum requirements, if applicable

THIS SUBSCRIPTION SCHEDULE IS ENTERED INTO PURSUANT TO, AND INCORPORATES ALL OF THE TERMS OF, THE MASTER SALES AND SERVICES AGREEMENT REFERENCED AS THE AGREEMENT # ABOVE AND THE APPLICABLE RIDER(S) ("AGREEMENT"). BY YOUR SIGNATURE BELOW, YOU AGREE TO TERMS AS SPECIFIED ABOVE, SUBJECT TO THE TERMS AND CONDITIONS OF THE AGREEMENT. CUSTOMER REPRESENTS THAT EXECUTION OF THIS SCHEDULE HAS BEEN DULY AUTHORIZED. YOU REPRESENT THAT YOU ARE AUTHORIZED TO EXECUTE THIS SCHEDULE ON CUSTOMER'S BEHALF. STANDARD TERMS AND CONDITIONS INCORPORATED HEREIN ARE AVAILABLE AT ESS.CSA.CANON.COM/CUSTOMERDOCUMENTS, AND SHALL APPLY TO THE EXTENT NOT MODIFIED BY THE AGREEMENT. YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS SUBSCRIPTION SCHEDULE.

Customer's Authorized Signature: 
 Printed Name: **CHRIS WELLS** Title: **CHIEF OF POLICE** Date: **4/22/22**

Municipal Opinion of Counsel

Canon Financial Services, Inc.

Re: Agreement Number:

Gentlemen and Women:

I am counsel for City of Bonifay. I am familiar with the above referenced Agreement (whether designated a lease, rental, or Master Lease, together with any Schedules thereto or otherwise, the "Agreement") by and between Canon Financial Services, Inc. ("CFS") and the Customer relating to the lease of certain equipment identified therein (the "Equipment").

Based on my examination of the Agreement, the information statement required by CFS for purposes of Section 149 (e) of the Internal Revenue Code of 1986, as amended (the "Code"), and such other documents, records and papers as I deem to be relevant and necessary as the basis for my opinion set forth below, it is my opinion that:

1. The Customer is the City of Bonifay or a lawfully constituted political subdivision or agency thereof and is authorized by the Constitution and laws of such state to enter into the transaction contemplated by the Agreement and to carry out its obligations thereunder.
2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement enforceable in accordance with its terms.
3. No further approval, consent or withholding of objections is required from any federal, state or local government authority with respect to the entering into or performance by the Customer of the Agreement and the transaction contemplated thereby.
4. The entering into and performance of the Agreement and other related documents will not violate any judgment, order, law or regulation applicable to the Customer or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Customer or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan, credit agreement or other instrument by which the Customer is a party or by which it or its assets may be bound.
5. There are no actions, suits or proceedings pending or, to the knowledge of the Customer, threatened against or affecting the Customer in any court or before any government commission, board or authority, which, if adversely determined, will have a material adverse effect on the ability of the Customer to perform its obligation under the Agreement.
6. The Equipment is personal property and, when subject to use by the Customer, will not be or become fixtures under the laws of the State where the Equipment is being used by the Customer.
7. All required public bidding procedures regarding an award of this Agreement have been followed by the Customer.
8. The interest income from the Agreement set forth above is from federal income tax taxes

Very truly yours,



By: _____
 Name: CHRIS WELLS
 Title: CHIEF OF POLICE
 Date: 4/21/22

CFS-1084 (08/16)