

AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JULY 07, 2025 at 9:00 AM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

- A. Invocation
- B. Pledge of Allegiance
- II. APPROVE AGENDA
- III. APPROVE MINUTES
 - A. June 16th, 2025 Regular Session
- 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 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

A. WWTP RIF Generator & Mobile Bypass Pump Award Recommendation

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Fire Station Roofing Quote
- B. Resolution 2025-04 FDOT Roadside Area Maintenance
- C. Sandlot Chief Whitaker
- D. Maintenance Contract Matthew Perry

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

- A. Council 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.



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JUNE 16, 2025 at 6:00 PM

Bonifay City Hall Council Meeting Room – 301 J Harvey Etheridge St.

I. CALL TO ORDER

Mayor Larry Cook called the meeting to order at 6:00 pm.

PRESENT

Mayor Larry Cook

Council Member James Sellers

Council Member Shelley Carroll

Council Member Rick Crews

Council Member Eddie Dixon

Also present

Director of Finance Tracy Walker, Executive Assistant Sierra Smith, Chief of Police Johnny Whitaker, Fire Chief Travis Cook, Director of Public Works Aaron Taylor, and Chief Plant Operator Matt Perry

A. Invocation

Executive Assistant Sierra Smith gave Invocation.

B. Pledge of Allegiance

Executive Assistant Sierra Smith led the Pledge of Allegiance.

II. APPROVE AGENDA

Motion made to approve the agenda by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

III. APPROVE MINUTES

A. June 2nd, 2025

Motion made to approve the minutes of June 2, 2025 by Council Member Sellers, Seconded by Council Member Crews.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

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

Motion made to approve Accounts Payable, Transfers, and Financial Sheets by Council Member Sellers, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

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

Mayor Cook asked the Florida High School Coach of the Year, Jeremy Powell, to come forward.

Coach Powell recognized each of Holmes County High School's baseball members as the State Champions.

VI. 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 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

A. Mr. Pennington - Road Clean Up

Coy Pennington, Troop Master for Trailways USA Troop 126, along with Roland Stone, stated they were here to inform the Council Members that their troop has adopted, through Florida Department of Transportation, Highway 79 from the Exxon north of town, south, to just shy of Interstate 10. They will conduct a trash pickup four times a year with the first on being held on June 29th from 3:00 to 4:30 pm. FDOT will provide trash bags, trash picker uppers, and reflective vests. Signs will be placed along the roadway announcing this project. They are trying to instill a sense of community service in our youth.

B. Mr. Phong Vo - Bill Adjustment

Mayor Cook and Public Works Director Taylor will meet with Mr. Vo on site tomorrow.

VII. PLANNING & ENGINEERING

VIII. OLD BUSINESS

IX. NEW BUSINESS

A. City of Bonifay & Board of County Commissioners Discussion

Mayor Cook told the Council Members that he has been in discussion with Holmes County Board of County Commissioners about the old sheriff's department building and possibly removing it and making a parking lot. He has talked to past Sheriffs about it and they are for it. We have some income coming in from tap & impact fees for the new ag center building. He would like the Council to consider trading this money for that property, which will include where the Police Department is located now. We will search for funding to tear the old building down and build a parking lot.

Motion made to approve purchasing property for the amount of the tap & impact fees that the County pays by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

B. Water System of W. Bailey

Mayor Cook informed the Council Members that Warren Bailey has a water system on Griffith Circle that he would like to turn over to the City and give us the right-of-way to that system. The system is 10 years old and has never been used. The Public Works Department has flushed the lines and taken water samples. As Mr. Bailey sells lots in that subdivision, the City would receive the tap & impact fees. We need the Council's approval to let City Attorney Holloway and Mr. Bailey work on the agreement.

Motion made to approve working on an agreement by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

X. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Public Works Director Taylor requested to place an employment ad for someone with a CDL license.

Motion made to approve employment advertisement by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Police Chief Whitaker announced that the Police Department will have a vacancy beginning June 19th.

Chief Whitaker stated that Officer Jasley Medley and Sargent Bo Smith were at Castaways Restaurant, when Officer Medley noticed a woman having difficulty breathing. Officer Medley preformed the Heimlich maneuver and dislodged the object, allowing the woman to breath normally.

C. Employee Spotlight

XI. ADJOURN

Motion made for meeting to adjourn by Council Member Crews, Seconded by Council Member Sellers.

Voting Yea: Mayor Cook, Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Mayor Cook declared the meeting adjourned at 6:27 pm.

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.

Ardurra, Panama City, Florida

City of Bonifay: Bonifay RIF Generator / Mobile Bypass Pump &SCADA

Cost Estimate

Item	Description	Quantity	Unit		Unit Price	Es	stimated Cost
Bypas	Bypass Pump						
1.0	Mobilization	1	LS	\$	20,000.00	\$	20,000.00
2.0	Mobile Bypass Pump	1	LS	\$	150,000.00	\$	150,000.00
3.0	Contingency	10%				\$	17,000.00
		•			Subtotal =	\$	187,000.00
Gener	ator						
4.0	Install permanent diesel or natural gas generator system (100-150 kW)	1	LS	\$	280,000.00	\$	280,000.00
5.0	Site improvements (slab foundation, enclosure, conduit trenching)	1	LS	\$	20,000.00	\$	20,000.00
6.0	Contingency	10%				\$	30,000.00
					Subtotal =	\$	330,000.00
SCAD	A System						
7.0	Mobilization	1	LS	\$	50,000.00	\$	50,000.00
8.0	SCADA System	1	LS	\$	470,000.00	\$	470,000.00
9.0	Automatic transfer switch (ATS) integration	1	LS	\$	19,000.00	\$	19,000.00
10.0	Program terminal	1	LS	\$	50,000.00	\$	50,000.00
11.0	Contingency	10%	_			\$	58,900.00
					Subtotal =	\$	647,900.00
					Total=	\$	1,164,900.00

Section VI, ItemA.



6/24/2025

Larry Cook

City Mayor

City of Bonifay

301 J Harvey Etheridge St

Bonifay, FL 32425

Subject: Recommendation of Award

Dear Mr. Cook

Attached is a certified copy of the Bid Tabulation for bids received by the City of Bonifay on June 25, 2025, for the City of Bonifay RIF Generator & Mobile Bypass Pump. Ardurra Group inc has reviewed the bids and recommends award as follows:

- 1) Base Bid 1- Diesel Generator to GCUC in the amount of \$322,500.00
- 2) Base Bid 2- Mobile Bypass Pump to SawCross in the amount of \$121,648.00

Subject to review and approval by the City and funding agency. Should you have any questions, please do not hesitate to call.

Sincerely,



Amir Zafar, PE, BCEE

Client Service Director

850-276-0429

azafar@ardurra.com

cc: Douglas Brown Ardurra Group Inc

Minahil Amir Ardurra Group Inc

Sierra Smith City of Bonifay

BID Tabulation

OWNER: City of Bonifay

PROJECT NAME: Bonifay RIF- Generator & Mobile Bypass Pump

Ardurra Group Inc Project No. 2025-0375

Bidder agree to preform all the work described in the

CONTRACT DOCUMENTS for the following:

					GCUC	Sawcross
ITEM		UNIT OF Q		QUANTITY	UNIT	UNIT
NO.	DESCRIPT	ΓΙΟΝ	MEASURE		COST	COST
BASE BID 1						
1.00	General &	Administrative	LS	1	\$12,500.00	\$30,000.00
2.00	125 kW Di	esel Emergency Generator	LS	1	\$275,000.00	\$75,000.00
3.00	0 General Site Work		LS	1	\$35,000.00	\$277,000.00
TOTAL BASE BID				\$322,500.00	\$382,000.00	
ITEM			UNIT OF	QUANTITY	UNIT	UNIT
NO.	DESCRIPT	ΓΙΟΝ	MEASURE		COST	COST
BASE BID 2						
2.00	Mobile Byp	pass Pump	LS	1	\$175,000.00	\$121,648.00
TOTAL BASE BID					\$175,000.00	\$121,648.00

\$497,500.00 \$503,648.00

This is to be certify that this is a true and correct copy of all bids received on <u>7/1/2025</u>, regarding Ardurra Project no. 2025-0375 City of Bonifay Rif Generator and Mobile Bypass Pump Project

Signed: Amir Zafar DN: G-US, E-szafar Bardura.com, ON: G-US, E

Amir Zafar, PE,BCEE- Ardurra Group INC

Dated: 7/1/2025



Johnson Roofing Solutions

1383 Jackson Ave, Chipley, FL. 32428 Phone: (850) 658-4341

Contract 06/17/2025

Company Representative

Craig Sherrouse Phone: (850) 447-3837

craig@johnsonroofingsolutions.com

Larry Cook, Mayor City of Bonifay / Bonifay Fire Department 809 South Waukesha Street Bonifav. FL 32425 (850) 373-6496

Roofing Section

Johnson Roofing Solutions proposes to furnish material, obtain necessary permits, and perform all labor as follows:

***This includes original roof and from the transition at the valley up the south side to the hip cap of the new roof. No work will take place on the east, west, or north side of the new roof. ***

- All work is to be completed Per Current Florida Building Code.
- Remove existing metal roofing panels.
- Install new and vallevs.
- Install new metal roofing system (24 Gauge Painted Standing Seam 2" Mechanical Lock Hidden Fastener Roofing System) with appropriate screws spaced per manufacturer specifications.
- Install custom flashing at all roof to wall intersections.
- Install EPDM pipe boot flashings.
- Install 18" wide ridge caps (prevents water intrusion).
- Install missing hurricane clips/straps on west side of new roof via attic space or removal of gutters and outside sidewall panels.
- Clean up all job-related debris, haul off all trash, and magnet sweep entire yard for nails.

This price only includes what is written in above scope of work. Any extras would be completed and charged for on a time and material basis.

- Johnson Roofing Solutions provides a 20-year workmanship warranty against active water intrusion.
- Painted Metal has a 50-year manufacturer warranty against paint system peeling, flaking, and chipping. Warranty also covers fading more than 7 Delta E Hunter Units. Copper Metallic Color Metal is a premium color and an additional charge from all other paint colors.

Wood Addendum

- Compromised decking will be removed and replaced at additional \$2.75 per square foot.
- Compromised Framing Boards (2x6) (2x4) will be removed and replaced at additional \$15 per linear foot.
- Compromised Facia Boards (1x4) (1x6) will be removed and replaced at additional \$10 per linear foot.

Price

24 Gauge Painted (Customer Color Of Choice) Standing Seam 2" Mechanical Lock Hidden Fastener Roofing System

\$76,950.00

Install Hurricane clips/straps \$2,500.00

> TOTAL \$79,450.00

Payment. JRS may require a 33% deposit prior to commencing work or ordering materials for said project. Customer shall pay the contract price plus any additional charges for changed or extra work no later than ten (10) days after substantial completion of the work day. Customer is entitled to withhold 5% of the contract price as retainage payment of which may be conditioned upon entry of any required certificates, inspection reports, or notices by a government entity necessary to close or complete Contractors permit of work. Failure to pay all remaining amounts at substantial completion is a material breach of this contract. A delay by the manufacturer in the processing and formal issuance of manufacturer's warranty document shall not be cause to delay the Customer's payment to Contractor. Registered manufacturer warranties expressed in the above contract will be provided upon JRS receiving full payment of invoice total. This agreement represents the entire agreement between the parties and supersedes any prior agreements. If financing through JRS is chosen Administrative Fees Will Be Applied To Contract Price Unless Specified In Contract.

Non-payment. All sums not paid in full when due shall earn interest at the rate of 1-1/2% per month until paid (ANNUAL PERCENTAGE NATE OF 10 %), unless otherwise required by law. Payments received shall be applied first to interest on all outstanding invoices and then to the principal amount of the oldest outstanding invoices. If Customer does not make payment, Contractor shall be entitled to recover from Customer all costs of collection incurred by Contractor, including attorney's fees, costs, and expenses. Collection matters may be processed through litigation or arbitration at the sole discretion of Contractor. The failure of Customer to make proper payment to Contractor when due shall entitle Contractor, at its discretion, to suspend all work, shipments and/or warranties until full payment is made or terminate this contract.

Availability of Site. Contractor shall be provided with direct access to the work site for the passage of vehicles and materials and direct access to the roof. Contractor shall not be required to begin work until underlying areas are ready and acceptable to receive Contractor's work. A wind mit report is available to customers with full reroofs and it is customers responsibility to coordinate this inspection with IPA Inspections & Property Appraisals. They can be reached by phone at 850-687-1275 or via email at Inspections@home-ipa.com.

Customer's Default. Customer shall be in default of this Agreement upon any of the following occurrences (a) Customer fails to provide access to the job site or materially interferes with construction; (b) Customer fails to make timely payment under the terms of this Agreement; or (c) Customer otherwise violates a material provision of this Agreement

Disclaimer. Contractor disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Contractor or individuals or entities under Contractor's control. The Customer is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Customer, Contractor or third parties

Site Conditions. Contractor shall not be responsible for additional costs required due to the existence of utilities, wet insulation, deteriorated deck or other subsurface or latent conditions that are not disclosed in writing to Contractor. In some cases existing gutters are required to be removed during installation of roof. Contractor will dispose of gutters accordingly unless notified in writing (customers responsibility) that removed gutters are to stay on property prior to removal. Contractor is not responsible for reattaching said gutters. Contractor is not responsible for damages done to gutters. If satellite dish is present on roof it will be removed by JRS and homeowner will be responsible to coordinate and pay for reinstallation to facia board or a pole with their provider. During new construction JRS is not responsible for damaged eave drip due to facia board/metal installed after roof by other trades/companies. A remobilization fee will be incurred if additional roof planes, or penetrations are added after JRS's completion of its work. The raising, disconnection, re-connection or relocation of any mechanical equipment on the roof that may be necessary for Contractor to perform the roofing work shall be performed by others or treated as an extra. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Contractor to the Customer.

Protection of Work. Customer acknowledges that re-roofing of an existing building may cause disturbance or dust to fall into the interior. Customer agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Contractor shall not be responsible for disturbance, damage, clean-up or loss to interior property that Customer did not remove or protect prior to commencement of roofing operations.

Materials. Metal roofing and especially lengthy flat span sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for claims of customer related to oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Surface mount flashing is allowed by manufacturer and will be utilized by JRS in some cases, this is not a reasonable cause for rejection.

Damages and Delays. Contractor will not be responsible for damage done to Contractor's work by others. Any repairing of the same by Contractor will be charged at regular scheduled rates over and above the amount of this proposal. Contractor shall not be liable for damages, including liquidated damages or penalties, resulting from any delay in completion of the Project. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, weather, accidents, fire, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others or government regulations including government-imposed shutdown, events related to pandemic (including all current and future guidelines related to COVID-19 pandemic), delays or failure of delivery from a third party. In no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Contractor be liable for special, consequential, incidental or indirect damages, including loss of use or loss of profits. Contractor and Customer agree to allocate certain of the risks so that, to the fullest extent permitted by law, Contractor's total aggregate liability to Customer is limited to the dollar amount of this Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees, costs and expenses arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes. WAIVER OF JURY TRIAL: EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS AGREEMENT, EACH PARTY HEREBY WAIVES THE RIGHT

Warranty. CONTRACTOR SHALL NOT BE LIABLE FOR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS. A manufacturer's warranty shall be furnished to Customer if a manufacturer's warranty is called for on the face of this contract. It is expressly agreed that in the event of any defects in the materials furnished pursuant to this contract, Customer shall have recourse only against the manufacturer of such material. Unless otherwise specifically provided in this Agreement: THERE ARE NO EXPRESS OR IMPLIED WARRANTIES WHATSOEVER INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All warranties/guarantees provided by Contractor, if any, shall be deemed null and void if Customer fails to strictly adhere to the payment terms contained in the Agreement. All warranties and guarantees if any, provided under the Agreement are solely for the original Customer and are non-transferable, unless otherwise agreed to by Customer and Contractor in writing. Any express warranty provided, if any, by Contractor is the sole and exclusive remedy for alleged construction defects, in lieu of all other remedies, implied or statutory.

Customer Protection of Property. Due to the nature of the construction to be done at Customer's request, the Customer takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances at the job location. Contractor is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Contractor's work. Contractor is not liable for damage to person or property caused by nails.

Price Volatility. The parties understand that the construction industry is currently experiencing price and availability volatility with regard to the materials used for this Project. Because of market fluctuations, the prices of these materials are subject to sudden and significant changes and firm prices cannot

Section VIII. ItemA.

be obtained from suppliers. Asphalt, polyiso and other roofing products are sometimes subject to unusual price volatility due to contractor. If there is a substantial increase in these or other roofing products between the date of this contract and the time when the work is to be performed, the amount of this contract may be increased to reflect the additional cost to Contractor, upon submittal of written documentation and advance notice to Customer.

Losses Beyond Contractor Control. Contractor shall not be responsible for loss, damage or delay caused by circumstances beyond its reasonable control, including but not limited to acts of God, pandemics, government restriction, including any such orders by any government entity for the protection of the public related to COVID-19, weather, accidents, fire, riot, vandalism, federal, state or local law, regulation or order; strikes, jurisdictional disputes, failure or delay of transportation, supply chain, shortage of or inability to obtain materials, equipment or labor; changes in the work and delays caused by others.

Legal Action. Should Contractor employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Contractor shall be entitled to recover from the Customer all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings.

Authority to Sign. The signors to this contract represent to each other that each signor has authority to sign this contract on behalf of the party for whom each is signing. Customer represents that he or she is an owner of the property or is an agent of the owner of the Property with authority to bind the owner of the Property to this contract. The signors to this contract (by signing) give Johnson Roofing Solutions permission to execute and authorize all permit applications, NTBO (Notice To Building Officials, and Notice Of Commencements on their behalf. Customer understands and agrees that JRS reserves right to utilize the services of third- party private provider inspectors for inspections.

Variations and Aesthetics. Customer has had opportunity to select color and style of materials used by Contractor and to inform Contractor of selections which are part of Contractor's agreed upon scope of work. Contractor is authorized to select any materials which are not contrary to any selections made by Customer and which will not affect the function of the roof system but are purely aesthetic in nature. In the event that the customer's selected materials to be used in the construction of the Project become unavailable, Contractor reserves the right to substitute substantially equivalent materials for the unavailable materials. Metal roofing and especially lengthy sheet metal panels will often exhibit waviness, commonly referred to as "oil-canning." Oil-canning pertains to aesthetics and not the performance of the panels and is not controlled by the Contractor. Contractor is not responsible for claims of customer related to oil-canning or aesthetics. Oil-canning shall not be grounds to withhold payment or reject panels of the type specified. Uneven decks, button caps, existing shingles, nails etc. may telescope (show through) metal roofing panels and is a common occurrence (especially in darker colors). By signing below customer understands telescoping does not constitute a defect and is not grounds to withhold payment or reject work as it does not affect functionality. Both parties understand scratches of metal paint are not grounds for rejection and can be touched up with manufacturer touch up paint and are not grounds to withhold payment. JRS typically uses 1" Nail Strip Snap Lock for its standing seam panels. It is customers responsibility to notify contractor, in writing, if a different profile type is requested. Options are available to upgrade to a clip system for an additional charge especially in open soffit homes.

further understands and agrees that charges for replacement of wood as provided invoice provided by Contractor.	in this contract will be added to the price of the work via the final
Company Authorized Signature	Date
Customer Signature	Date

Wood Addendum. Customer understands and acknowledges that Contractor may replace compromised wood without notice to Customer. Customer

RESOLUTION 2025-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, APPROVING A MEMORANDUM OF AGREEMENT FOR MOWING, EDGING, AND LITTER REMOVAL IN CERTAIN AREAS OF THE CITY BETWEEN THE CITY OF BONIFAY AND THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bonifay is a Florida municipal corporation lying within Holmes County, a political subdivision of the State of Florida; and

WHEREAS, the State of Florida Department of Transportation proposed entering into a memorandum agreement for the purpose of roadside area maintenance in certain areas of the City of Bonifay; and

WHEREAS, the City of Bonifay desires to authorize Larry F. Cook, Mayor, to sign the memorandum of agreement; and

WHEREAS, it is in the best interests of the residents and taxpayers of the City that the City should enter into the memorandum agreement;

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

Section 1. The City Council hereby approves the Memorandum Agreement, a copy of which is attached hereto, and authorizes that the agreement be executed by the Mayor and sealed and delivered by the Interim City Clerk, Tracy Walker, on behalf of the City.

Section 2. This resolution shall take effect on October 1, 2025, for a three (3)-year term.

Passed and adopted by the City Council of the City of Bonifay, Florida on this 7th day of July, 2025, in a public meeting, after due motion, second, and discussion.

City of Bonifay, Florida	
	Attest:
Larry F Cook, Mayor, City of Bonifay	
	Tracy Walker, Interim City Clerk
Approved this 7 th day of July, 2025.	

CONTRACT	NO	
FINANCIAL	PROJECT NO.	42378227871
FELD NO.	596000280026	6

MAINTENANCE

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, a component agency of the State of Florida, "DEPARTMENT," and the <u>City of Bonifay</u>, a political subdivision of the State of Florida, existing under the Laws of Florida, "<u>Agency</u>". The Department and the Agency are sometimes referred to in this Memorandum as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain multi-lane (S.R. 79 & S.R. 10 (U.S. 90) highway facilities outlined in Exhibit "B" (Locations) attached hereto and incorporated by reference herein, within the corporate limits of the Agency; and

WHEREAS, the <u>Agency</u> is of the opinion that said highway facilities that contain <u>roadside areas</u> shall be <u>attractively maintained by mowing, edging, and litter removal.</u>

WHEREAS, the Parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each Party; and

WHEREAS, the DEPARTMENT is authorized to enter into this Agreement pursuant to Section 335.055, Florida Statutes "F.S.;" and

WHEREAS, the <u>Agency</u> by Resolution No. _____ dated _____, <u>2025</u>, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorized its officers to do so.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the Parties covenant and agree as follows:

- 1. The Agency shall perform the following standards:
 - A. Mow, cut and/or trim grass or turf as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "A Guide for Roadside Vegetation Management" (2012).
 - B. Edging to eliminate excess growth of grass and/or vegetation along all curbs and sidewalks.
 - C. Removal of all litter and debris from within the limits of the highway rights-of-way.

The above-named functions to be performed by the <u>Agency</u> shall be subject to a minimum of three (3) random visual inspections by the DEPARTMENT during each quarter. Visual inspections will verify the items in paragraph 1 are properly maintained within the limits as shown in Exhibit "B". Visual inspections include, but are not limited to, visually confirming that the areas identified in Exhibit "B" are maintained pursuant to the requirements listed in Paragraph 1. Such inspection findings will be shared with the <u>Agency</u> and shall be the basis of all decisions regarding payment reduction, reworking, or agreement termination.

2. If at any time after the <u>Agency</u> has assumed the maintenance responsibility above mentioned, it shall come to the attention of the DEPARTMENT that the limits of Exhibit "B" or a part thereof is not properly maintained pursuant to the terms of this Agreement, the DEPARTMENT will issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter in care of (Ms. Tracy Walker, 301 J. Etheridge Street Bonifay, Florida 32425) to place said <u>Agency</u>, on notice thereof. Thereafter, the <u>Agency</u> shall have a period of fifteen (15) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT will maintain the <u>roadside areas</u> or a part thereof, within the DEPARTMENT or Contractor's personnel and deduct the cost of such work from the <u>Agency's</u> quarterly payment.

- 3. It is understood between the Parties hereto that the <u>maintenance items listed in Paragraph 1</u> covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The <u>Agency</u> shall be given sixty (60) calendar days notice to remove said <u>maintenance items</u> after which time the DEPARTMENT may remove said <u>maintenance items</u>.
- 4. The DEPARTMENT agrees to pay to the <u>Agency</u> quarterly compensation for the cost of routine maintenance of <u>maintenance items</u> identified in Exhibit "A". The lump sum payment will be in the amount of <u>\$ 4,716.84</u> per quarter for a total sum of <u>\$ 56,602.08</u> for three years.
 - (a) Payment shall be made only after receipt and approval of goods and services as provided in Section 215.42, F.S.
 - (b) Invoices shall be submitted by the <u>Agency</u> in detail sufficient for a proper pre-audit and postaudit thereof, based on quantifiable, measurable and verifiable deliverables as established in Exhibit A. Deliverables must be received and accepted in writing by the DEPARTMENT's Project Manager or designee prior to payment.
 - (c) Prior to each quarterly payment, the Agency shall provide a completed copy of the form as shown in Exhibit A demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement.
 - (d) Records of costs incurred under 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 documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred includes the Agency's general accounting records, together with supporting documents and records, of the Agency and all subcontractors performing work, and all other records of the Agency and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- 5. This Agreement may be terminated under any one of the following conditions:
 - (a) By the DEPARTMENT if the <u>Agency</u> fails to perform its duties under Paragraph 2, following ten (10) days written notice of termination.
 - (b) By the DEPARTMENT, for refusal by the <u>Agency</u> to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the <u>Agency</u> in conjunction with this agreement.
 - (c) By either Party following sixty (60) calendar days written notice.
 - (d) By both Parties, thirty (30) calendar days following the complete execution by both Parties, of an agreement to terminate this agreement.
- 6. The term of this Agreement commences on <u>October 1, 2025</u> and continues thru <u>September 30, 2028.</u>
- 7. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature. In the event this Agreement is in excess of \$25,000 or has a term for a period of more than one year, the provisions of Section 339.135, (6)(a), F.S., 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.

- 8. This writing embodies the entire Agreement and understanding between the Parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 9. The DEPARTMENT's District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the Parties

hereto.

10. Vendors providing goods and services to an agency should be aware of the following time frames. Upon receipt, an agency has five (5) working days to inspect and approve the goods and services unless the bid specifications, purchase order, or contract specifies otherwise. An agency 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 goods or services are received, inspected and approved.

If a warrant in payment of an invoice is not available within 40 days after receipt of a properly completed invoice, a separate interest penalty in accordance with Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount to the <u>Agency</u>. Interest penalties of less than one (1) dollar will not be enforced unless the vendor requests payment. Invoices which have to be returned to a vendor because of vendor 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 vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

11. This Agreement may not be assigned or transferred by the Agency in whole or in part without consent of the DEPARTMENT.

12. Agency:

- (a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the <u>Agency</u> during the term of the contract; and
- (b) Shall 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.
- 13. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, current Department of Transportation Specification and Department of Transportation Standard Indices. Venue of any judicial proceedings arising out of this Agreement shall be in Leon County, Florida.
- 14. Travel expenses are not authorized under this Agreement.
- 15. The <u>Agency</u> shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof. The <u>Agency</u> shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
- 16. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch, or a state agency.
- 17. The <u>Agency</u> and the DEPARTMENT agree that the <u>Agency</u>, its employees, and subcontractors are not agents of the DEPARTMENT as a result of this Agreement.
- 18. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION 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 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. An entity or affiliate who has been placed on the discriminatory vendor list 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.

19. The effective date of this Agreement shall be the latest date on which either Party executes this Agreement.



BUSINESS PM (PREVENTIVE MAINTENANCE) SERVICE AGREEMENT OVERVIEW

SERVICE AGREEMENT BENEFITS: (Benefits applied only within the Agreement timeframe)

- Lower, Locked in Labor rates for all services, within the Agreement timeframe.
- · Priority response over non-agreement customers.
- Two(2) or more predetermined services, generally 6 months apart.
- Detailed reports from our technicians.

PREVENTATIVE MAINTENANCE AGREEMENT INCLUDES TWO(2) OR MORE SERVICES A YEAR.

-Typical Services include one PM (Basic or Full, Listed on Agreement Quote) and one Inspection.

PM Services Options and Details: (Refer to your Agreement Quote)

Basic PM Includes: (Recommended Once a Year)

- · Filter and Oil change.
- 40+ Point Inspection.
- System testing of air, lubricating, fuel, electrical, controls, & transfer switch.
- Coolant testing and treatment if radiator cooled.
- Fuel filter change (only for diesel applications).

Full PM Includes: (Recommended Once Every 3 to 5 Years)

- · All Basic PM Service items listed above, plus:
- · Replacement of belts and hoses.
- Replacement of battery.
- · Replacement of coolant.
- · Replacement of air filter.

Inspection Service – Includes our 40+ point Inspection.

Optional Services:

- Quarterly or Monthly Inspections.
- Two(2) or Four(4) Hour Load Bank Testing
- Medical Fuel Analysis
- Fuel Tank Cleaning & Fuel Polishing.
- Megger Testing.
- InfraRed Camera Testing.
- Vibration Testing.
- Pre-Scheduled Generator Rental. (For planned outages)
- 3-Year Agreements available upon request.

^{*}Full PMs are more expensive and requires more lead time, due to additional parts and increased labor time*

(TAYLOR)

Preventive Maintenance Report

947 Industrial Park Drive Clinton, Mississippi 39606 Phone (601) 922-4444 Fax (601) 922-0800 Mobile, AL
Phone (251) 443-8402
Fax (251) 443-9569

Baton Rouge, LA
Phone (225) 744-0030
Fax (225) 744-0031

Birmingham, AL

Phone (205) 428-1130

Fax (205) 428-1125

hreveport, L. Section VIII, ItemD.

Phone (318) 742-4442 Fax (318) 742-4447

Date:			Make/Model:			I.	
Customer:			Serial Number:			i	
Location:			Hour Reading:			i	
			Exercise Time:			i	
Yes	N/A	Description of Service	Co	mments		į.	
		Air System:					
		Cleaned / Replaced Air Cleaner Element					
		Checked Complete Air System for Defici	encies				
		Cleaned and Changed Oil in Bath Filter					
		Checked Turbocharger Shaft End Play					
		Checked and Tightened Turbocharger M	lounting Bolts				
		Lubricating System:					
		Changed Engine Oil					
		Changed Engine Oil Filter					
		Change Hydraulic Governor Oil					
		Cleaned / Replaced Crankcase Breather					
		Checked Complete Engine For Oil Leaks	3				
		_ Checked PVC Valve					
		Cooling System:					
		Inspected / Replaced All Belts					
		Inspected / Replaced All Hoses					
		_ Checked Coolant Level; Added Anti-Free	eze				
		Tested Specific Gravity of Anti-Freeze					
		_ Changed Corrosion Resistor Element (F	ull PM Only)				
		_ Checked Complete System For Coolant	Leaks				
		_ Checked Block Heater and Thermostat					
		Lube Fan Hub					
		Fuel System: Diesel	Gasoline	Natural Gas	LP	Color:	
		Inspected Fuel In Tank		-			Lt Md Hv
		Inspected Day Tank			Water		
		Replaced Fuel Filter(s)			Micro Grov	vth	ППП
		Checked Operation of Governor			Sediment		HHH
		Cleaned Fuel Pump Screen				BRIGHT-HAZY	
		Checked Fuel Lines For Leaks				Clarity:	1 2 3 4 5
		Electrical System:			Other	•	Tank Critical
		Checked Cleaned And Tightened All Ele	ctrical Connections		Tank Leve	el .	
		Checked Electrolyte Level of Batteries			Tank Size		 Gallons
		Hydrometer Readings:					_
		Checked Operation of All Sending Units				•	
		Inspected / Replaced Points, Condenser	, And Plugs (Full Pl	Л Only)			
		Inspected Ignition System (Magneto, Dis	tributor, Wiring, etc.	.)			
		Set Timing (Full PM Only)					
		Checked Operation of Battery Charger, F	Replaced Blown Fus	ses			
		Controls / Test / Transfer Swit	ch:				
		Checked Oil, Start, Warm-Up; Oil Pressu	ire PSI				
		Amps Per Leg					
		Volts Per Leg					
		Frequency					
		Adjusted Frequency and Voltage As Rec	uired				
		Checked Exhaust System For Leaks		_			
		Checked Timing Sequence On Cranking	Cycles; Cranking T	ime			
		Checked Operation of Transfer Switch		_			
		Time Delays: Exerciser:					
		Checked Engine / Generator Controls Fo	r Proper Settings				
		Started Engine From Test Position	Topor ocillings				
		Started Engine From Automatic Position					
		Checked All Alarm Systems					
		Inspected / Replaced Pilot Lights					
Additiona	I Com	iments and Recommendations:					
						•	
Generator	Tech.:		Customer Rep.:		<u> </u>		



Taylor Sudden Service 3416 W. Hwy 98 Panama City, FL 32401 (850) 807-0559

STANDBY GENERATOR INDUSTRIAL MAINTENANCE SERVICE AGREEMENT

Date: 6/23/2025

Service Info:

Matthew Perry City of Bonifay

Wastewater Treatment Facility/ Water Works

611 Martin Luther King Jr. Ave.

Bonifay, FL 32425

Billing Address:

City of Bonifay

301 J Harvey Ethridge St. Customer #: 12610000

Chief Operator: Matthew Perry mattew.perry@cityofbonifay.com

Office: 850-547-2701 Cell: 850-703-4864

1. Agreement Period: July 1, 2025, to June 30, 2026

II. Equipment and Services:

KOHLER 600KW Serial Number: SGM32BVG

Waste Water Treatment Plant #1 - 611 Martin Luther King Jr. Ave, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$2,084.00 perform in March 2026

KOHLER 250KW Serial Number: SGM322774

Waste Water Treatment Plant #2 - 611 Martin Luther King Jr. Ave, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$1,217.00 perform in March 2026

KOHLER 100KW Serial Number: 0621253

Well Pump #2 (West) - 100 Veterans Blvd, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$796.00 perform in March 2026



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Kohler 100KW Serial Number: 19485

Firestation - 809 S. Waukesha Street, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$796.00 perform in March 2026

KOHLER 125KW Serial Number: 2024102

Water Tower - 649 Norman Lane, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$796.00 perform in March 2026

KOHLER 100KW Serial Number: SGM32J54D Waste Water Pump - 1806 S. Weeks Street, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$796.00 perform in March 2026

KOHLER 150KW Serial Number: SGM32J54B Waste Water Pump - 3142 Thomas Drive, Bonifay, FL 32425

- One 41-Point Inspection at \$318.00 perform in September 2025
- One Basic Annual Service at \$957.00 perform in March 2026

III. Payment Terms:

You will be invoiced as each service is performed. Payment is net following receipt of invoice. No sales or use taxes are included in the pricing and will be added as applicable.

Please do not send payment; you will be invoiced. If Tax Exempt, please include documentation. If a PO is needed, please send the PO with the Agreement

IV. Activation of Agreement:

Your Signature activates this service and must be received by the agreement start date. Pricing is good for 30 days. No service will be scheduled until a signed agreement is received. You may mail to 3702 East 3rd Street, Panama City, Fl. 32401 or email to rmcnerney@taylorbigred.com.

Taking Care of Our Customers is PRIORITY ONE!



Parts and Service Sales Representative

Taylor Sudden Service 3416 W. Hwy 98 Panama City, FL 32401 (850) 807-0559

V. Taylor Sudden Service Disclaimer:

Taylor Sudden Service may or may not be the manufacturer of the equipment to which this Service/Preventative Maintenance Agreement applies. This Agreement does not modify or extend any manufacturer's originally issued warranty. Regularly scheduled service or preventative maintenance is necessary to extend the life of the equipment to which this agreement applies and make it more likely that the standby/prime power unit will provide power when needed; however, Taylor Sudden Service is neither an insurer nor guarantor of the equipment or the customer's product for which power is to be provided. INCIDENTAL AND CONSEQUENTIAL DAMAGES OCCURING AS A RESULT OF THE FAILURE OF THE EQUIPMENT IS EXPRESSLY DISCLAIMED AND THE SOLE LIABILITY OF TAYLOR SUDDEN SERVICE FOR ANY WORK PERFORMED UNDER THIS AGREEMENT IS LIMITED TO THE INVOICE AMOUNT OF THE AGREEMENT.

VI. Taylor Agreement Price: \$9,668.00 + applicable taxes

Please do not send payment; you will be invoiced. If Tax Exempt, please

Include documentation. If a PO is needed, please send the PO with the Agreement

For questions on when your services will be performed or questions about service work that was done, contact the Service Sales Supervisor that handles your agreement:

Ryan McNerney 720-225-8427

Accepted By:	Date:				
Printed Name:					
Prepared For: City of Bonifay					
Prepared By: Ryan McNerney					

Taylor Sudden Service - Generators

3416 W. Hwy 98, Panama City, FL, 32401 · Phone: 850-807-0559