



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION & PUBLIC HEARING

MONDAY, MAY 18, 2026 at 6:00 PM

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. May 4th, 2026 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. Special Presentation - Chief Whitaker

VII. OLD BUSINESS

VIII. NEW BUSINESS

[A.](#) FDOT Railroad Signal Upgrade Agreement for Magnolia Street

[B.](#) FDOT Railroad Signal Upgrade Agreement for Hubbard Street

[C.](#) Resolution 2026-05 Local Mitigation Strategy

[D.](#) Resolution 2026-06 CDBG Memorial Field

E. Public Hearing for Ordinance 2026-02 Mixed Use

[F.](#) Ordinance 2026-02 Mixed Use

IX. PLANNING & ENGINEERING

X. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

A. Public Works Department - New Hire

B. Administration - Election Update

C. Fireworks

C. Employee Spotlight

XI. 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, MAY 04, 2026 at 9:00 AM

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

I. CALL TO ORDER

PRESENT

Mayor Larry Cook
Council Member James Sellers
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Council Member Shelley Carroll

Also Present

City Clerk Jessie Chaney, Finance Director Tracy Walker, Executive Assistant Sierra Smith, Fire Chief Travis Cook, Police Chief Johnny Whitaker, Public Works Director Aaron Taylor, Plant Operator Matthew Perry

A. Invocation

Led by Chief Travis Cook

B. Pledge of Allegiance

Led by Chief Travis Cook

II. APPROVE AGENDA

Motion made to approve agenda

Motion made by Council Member Sellers, Seconded by Council Member Dixon.
Voting Yea: Mayor Cook, Council Member Sellers, Council Member Crews, Council Member Dixon

III. APPROVE MINUTES

A. April 20th, 2026 Regular Session

Motion made to approve the minutes.

Motion made by Council Member Sellers, Seconded by Council Member Dixon.

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

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

Motion made to approve accounts payable.

Motion made by Council Member Sellers, Seconded by Council Member Dixon.

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

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

Richard Willsey complained about Bonifay Fire Rescue Public Information Officer. He stated she drives "recklessly" and "like a bat out of hell". He also stated she is "just a PIO" and does not agree with her responding to calls "just to take pictures". At the end of his allocated time, he handed Mayor Cook a public records request.

VI. OLD BUSINESS

A. Rec Center Progress Update

Executive Assistant Smith presented a update on the rec center. She stated it is still in the design phase and is expected to move to construction phase in August/September.

VII. NEW BUSINESS

A. Chief Whitaker- Academy Sponsorship for New Hires

Motion made to approve request for new hires to attend the academy. Cost is expected to be \$1,000-\$2,300.

Motion made by Council Member Crews, Seconded by Council Member Dixon.

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

B. Chief Whitaker - Redaction Software for Axxon Account

Motion made to approve Axxon redaction software. Amount \$4,075.11

Motion made by Council Member Dixon, Seconded by Council Member Sellers.

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

VIII. PLANNING & ENGINEERING

A. Resolution 2026-03 CDBG DHM Application

Executive Assistant Smith presented resolution 2026-03 for the CDBG application. City Clerk Chaney read by title. Roll Call vote.

Motion made by Council Member Crews, Seconded by Council Member Dixon.

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

B. Resolution 2026-04 CDBG AHE Application

Executive Assistant Smith presented resolution 2026-04 for the CDBG application. City Clerk Chaney read by title. Roll Call vote.

Motion made by Council Member Crews, Seconded by Council Member Sellers.

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

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

None

B. Department Updates

None

C. Employee Spotlight

Chief Travis Cook nominated Dillon Edwards for Employee Spotlight. He commended him on working 20 eight hour shifts of work recently. He has gone above and beyond for Bonifay Fire-Recue.

X. ADJOURN

Motion to adjourn at 9:17am.

Motion made by Council Member Crews, Seconded by Council Member Sellers.

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

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.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428-0607

JARED W. PERDUE, P.E.
SECRETARY

May 1, 2026

Mr. Larry Cook
City Mayor
City of Bonifay
Transmitted electronically via Email

Project ID No.: 458262-1-57-01
Road Name: Magnolia St, FAP No.: D326-068-B
Holmes County, Parcel No.: 1(52000-SIGH)
Crossing No.: 339934B; RRMP: OOK-758.73

The Department proposes installing of two (2) new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection, rain detection, bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans at Magnolia Street, Bonifay, Holmes County, FL at Crossing No.: 339934B; RRMP: OOK- 758.73 .

Installation of signal upgrades does not change the signal maintenance at this location.

The project is presently scheduled for completion of negotiations by June 2026. Your cooperation towards having all agreements authorized prior to that date will be appreciated.

Once the attached draft is signed, please return it to our office electronically. After final execution, we will date the agreements and send a copy for your records. No work can take place until the contract is fully executed, and funding is provided.

Should you need additional information please contact me at (850) 330-1557.

Sincerely,
Travis Hinson
Travis Hinson
District Freight and Rail Analyst

Enclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

Section VIII, Item A.

RAIL
OGC – 02/24
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| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458262-1-57-01 | Magnolia St | Holmes | 1(52000-SIGH) | D326-068-B |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC , a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton , County of Palm Beach , State of Florida , hereinafter called the COMPANY; and the city of Bonifay , a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 458262-1-57-01, on Magnolia St, which crosses at grade the right of way and tracks of the COMPANY'S Milepost OOK-758.73, FDOT/AAR Crossing Number 339934B, at or near Bonifay, as shown on DEPARTMENT'S Plan Sheet No. NA, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$114,865.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$_____ credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/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 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: Timothy Smith
(TITLE: Timothy Smith - District Three Secretary)

COMPANY: Florida Gulf & Atlantic Railroad, LLC.

BY: _____
(TITLE: Chief Administration Officer/ Chief Human Resource Officer)

CITY OF Bonifay , FLORIDA

BY: _____
(TITLE: _____)

Legal Review
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: Exempt from FHWA Review
FHWA Date

CITY RESOLUTION
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458262-1-57-01 | Magnolia St. | HOLMES | 1 (52000-SIGH) | D326-068-B |

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on Magnolia St, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Bonifay, FLORIDA:

That the City of Bonifay enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida Gulf & Atlantic Railroad, LLC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 458262-1-57-01 on Magnolia St which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 339934B located in Bonifay, Florida; and

That the City assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to execute such agreements with the State of Florida Department of Transportation and the Florida Gulf & Atlantic Railroad, LLC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the City Commission of the City of Bonifay, Florida, this _____ day of _____, ____.

Authorized Signature

Name: _____

Title: _____

ATTEST: _____ (SEAL)

Authorized Signature

Name: _____

Title: _____

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458262-1-57-01 | Magnolia St | HOLMES | 1(52000-SIGH) | D326-068-B |

RAILROAD COMPANY
Florida Gulf & Atlantic Railroad, LLC

- A. JOB DESCRIPTION & LOCATION: Install 2 new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection, rain detection, bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans
- B. TYPE OF ROADWAY FACILITY: 2 way
- C. FDOT/AAR XING NO.: 339934B RR MILE POST TIE: OOK-758.73
- D. TYPE CROSSING PROPOSED: Asphalt & Timber Class: III DOT INDEX: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated _____)
 - a. None-New Crossing.
 - b. Crossbuck and Disk
 - c. Flashing Signals with Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates
 - f. Flashing Signals with Cantilever and Gates
 2. PROPOSED DEVICES (Safety Index Rating _____)
 - a. No revision required
 - b. Crossbuck and Disk
 - c. Flashing Signals and Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices
 - (1) (With-Without) addition of Gates
 - (2) ((With-Without) synchronization with highway traffic signals
 - (3) ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. By Others (_____ Company.)
 2. By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: Yes No)
1. Agreement (Third Party Participating FGA/ City of Bonifay/FDOT)
 2. Supplemental Agreement No. _____
 3. Crossing Permit
 4. Estimate for Change Order No. _____
 5. Letter of Authority
 6. Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: FDOT/FGA/ City of Bonifay
- Negotiations to be completed by: June 2026
- Signal installation target date: September 2026
- Synchronization: (Draft attached : Yes No)

EXHIBIT B

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

Section VIII, Item A.
06/21

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458262-1-57-01 | Magnolia St | Holmes | 1(52000-SIGH) | D326-068-B |

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC

A. FDOT/AAR XING NO.: 339934B RR MILE POST TIE: OOK-758.73

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

| <u>CLASS</u> | <u>DESCRIPTION</u> | <u>COST*</u> |
|--------------|--|-------------------|
| I | 2-Quadrant Flashing Lights with One Track | \$2,608.00 |
| II | 2-Quadrant Flashing Lights with Multiple Tracks | \$3,451.00 |
| III | 2-Quadrant Flashing Lights and Gates with One Track | \$3,934.00 |
| IV | 2-Quadrant Flashing Lights and Gates with Multiple Tracks | \$4,940.00 |
| V | 3 or 4-Quadrant Flashing Lights and Gates with One Track | \$7,777.00 |
| VI | 3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks | \$9,759.00 |

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

| | | | | | | | | | |
|--|------|----------------------|-------------|-------------------|--------------|-------------|----------------------------|----------------|--|
| Crossing No: 339934B | | Roadway: MAGNOLIA ST | | RR Street: | | District: 3 | | County: Holmes | |
| PUBLIC | HWY | AT GRADE | Residential | City: BONIFAY | IN CITY | OPEN--TRACK | Section VIII, Item A. | | |
| Rank 2025: | 2962 | SR No.: | | RR Company: | | FGA | Date: 11/05/2025 | | |
| Rank 2024: | 2971 | CR No.: | | Division Name: | JACKSONVILLE | | Team Members: FDOT: Kelli | | |
| Rank 2023: | 3172 | US No.: | | Subdivision Name: | | P&A | Philips, Bryan Shelmadine, | | |
| | | Latitude: | 30.788800 | Branch Name: | | N/A | Brian Owens | | |
| | | Longitude: | -85.670000 | RR Milepost: | | 758.73 | FGA: Brian Lolley | | |
| Field Review Comments: Signal equipment is antiquated. | | | | | | | | | |
| Team Recommendations: Railroad to install 2 new flashing light & gate masts with high wind gates and brackets, new batteries, train detection, bungalow wrap with site specific ENS sign safety messaging, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated | | | | | | | | | |

| | | | | | | | |
|-------------------------------|----------------------------|--------------------------|---|------------------------------------|-----------------------|--------------------------|--|
| Highway Speed: | 25 | <input type="checkbox"/> | | Train Speed Range: | 40-40 | <input type="checkbox"/> | |
| Crossing Angle: | 60-90 DEG | <input type="checkbox"/> | | Max Time Table Speed: | 40 | <input type="checkbox"/> | |
| AADT: | 143 (2011) | <input type="checkbox"/> | | Day Thru/Switch: | 2/1 | <input type="checkbox"/> | |
| Percent Trucks: | 0 (2007) | <input type="checkbox"/> | | Night Thru/Switch: | 1/0 | <input type="checkbox"/> | |
| School Buses: | 1 (2026) | <input type="checkbox"/> | | Train Service: Freight | | <input type="checkbox"/> | |
| Street Types: | Two-Way Street | <input type="checkbox"/> | | Passenger Count/Day: | 0 | <input type="checkbox"/> | |
| Thru Lanes: | 2 | <input type="checkbox"/> | | Train Count Date: | 01/01/2017 | <input type="checkbox"/> | |
| Aux Lanes: | 0 | <input type="checkbox"/> | | Main Tracks: | 1 | <input type="checkbox"/> | |
| Hazmat Route? | NO | <input type="checkbox"/> | | Other Tracks: | | <input type="checkbox"/> | |
| Emergency Services Route? | YES | <input type="checkbox"/> | | Train Signals? | NO | <input type="checkbox"/> | |
| Emergency Notification Signs: | YES | <input type="checkbox"/> | | Train Signal Proximity: | NO | <input type="checkbox"/> | |
| Crossbuck(4x4 post): | 0 | <input type="checkbox"/> | | Train Detection: | Motion Detection | <input type="checkbox"/> | |
| Crossbuck Sign: | 2 | <input type="checkbox"/> | | Event Recorder? | N | <input type="checkbox"/> | |
| Stop Sign: | 0 | <input type="checkbox"/> | | Number of Bells: | 1 | <input type="checkbox"/> | |
| Yield Sign: | 0 | <input type="checkbox"/> | | Post Mounted Flashing Lights: | 2 | <input type="checkbox"/> | |
| Low Ground Clearance Signs: | 0 | <input type="checkbox"/> | | Roadway Gate Count: | 2 | <input type="checkbox"/> | |
| Exempt Signs: | | <input type="checkbox"/> | | Pedestrian Gate Count: | 0 | <input type="checkbox"/> | |
| Trespass Signs: | NO | <input type="checkbox"/> | | Gates: | 2 Quad, Full Entrance | <input type="checkbox"/> | |
| W10-1 | 1 | R10-6a | 0 | W8-1 | 0 | <input type="checkbox"/> | |
| W10-2 | 0 | R11-2 | 0 | W10-8 | 0 | <input type="checkbox"/> | |
| W10-3 | 0 | R15-2P | 0 | W10-9 | 0 | <input type="checkbox"/> | |
| W10-4 | 0 | R15-6 | 0 | W10-9P | 0 | <input type="checkbox"/> | |
| W10-11 | 0 | R15-6a | 0 | W10-11a | 0 | <input type="checkbox"/> | |
| W10-12 | 0 | R15-7 | 0 | W10-11b | 0 | <input type="checkbox"/> | |
| R3-1a | 0 | R15-7a | 0 | W10-13P | 0 | <input type="checkbox"/> | |
| R3-2a | 0 | R15-8 | 0 | W10-14P | 0 | <input type="checkbox"/> | |
| R8-8 | 0 | Pvt Crossing | 0 | W10-14aP | 0 | <input type="checkbox"/> | |
| R8-9 | 0 | Look Out | 0 | W10-15P | 0 | <input type="checkbox"/> | |
| R8-10 | 0 | R8-8 w/Beacon | 0 | Slow | 0 | <input type="checkbox"/> | |
| R8-10a | 0 | W3-1 | | W10-1w/Beacon | 0 | <input type="checkbox"/> | |
| R10-6 | 0 | W3-3 | | LED Signs | 0 | <input type="checkbox"/> | |
| Surface Installment Date: | | <input type="checkbox"/> | | 12" Count: | 5 | <input type="checkbox"/> | |
| Surface Type: | | <input type="checkbox"/> | | LED Count: | 0 | <input type="checkbox"/> | |
| Pvmt Mrk: | STOP LINES | <input type="checkbox"/> | | Install - Upgrade: | -- 01/21/1997 | <input type="checkbox"/> | |
| Surface Condition: | EXCELLENT | <input type="checkbox"/> | | Maintenance Responsibility: | CITY | <input type="checkbox"/> | |
| Approach: | B = Uneven | <input type="checkbox"/> | | Roadway Paved: | YES | <input type="checkbox"/> | |
| Vehicle Reaction: | A = No reaction | <input type="checkbox"/> | | Tracks run down street? | NO | <input type="checkbox"/> | |
| Driver Reaction: | B = Some drivers slow down | <input type="checkbox"/> | | Sidewalks on Crossing Approach? | NO | <input type="checkbox"/> | |
| Rail/Pad Movement: | A = Smooth | <input type="checkbox"/> | | Sidewalks Thru Crossing? | N/A | <input type="checkbox"/> | |
| Incident History: | | <input type="checkbox"/> | | Crossing illuminated? | YES | <input type="checkbox"/> | |
| | | <input type="checkbox"/> | | Commerical Power? | YES | <input type="checkbox"/> | |
| | | <input type="checkbox"/> | | Alternative Power? | YES | <input type="checkbox"/> | |
| | | | | Recommended Warning Device: FL & G | | | |

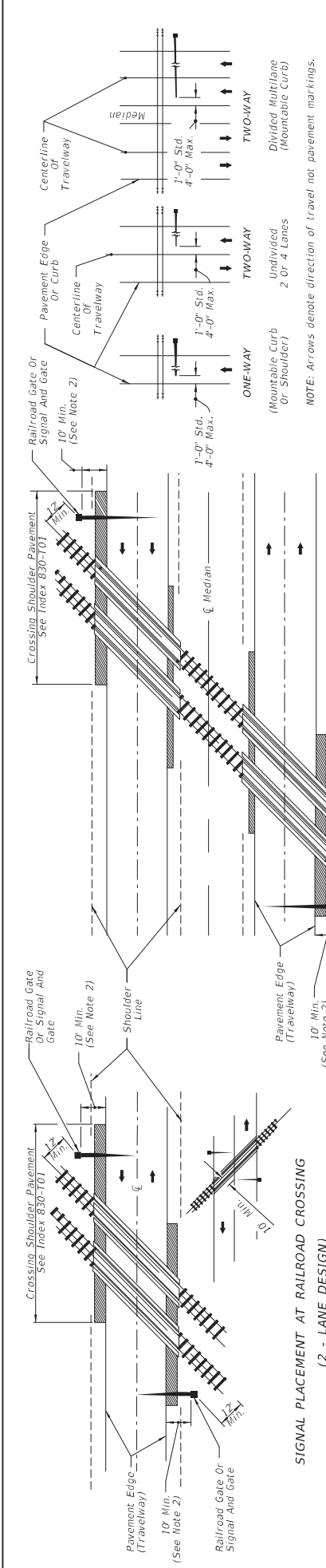


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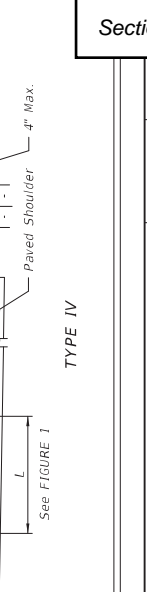
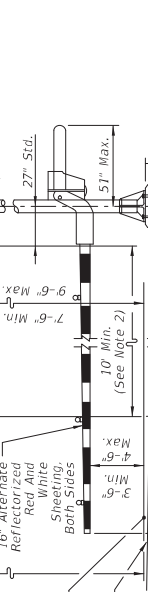
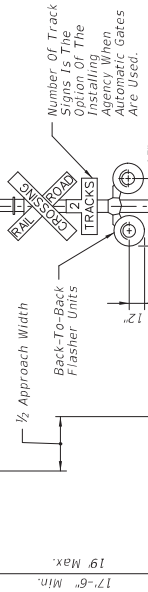
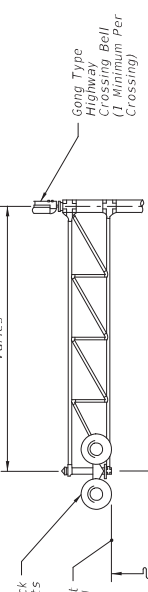
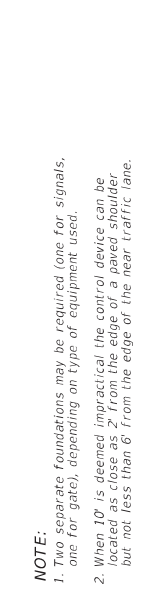
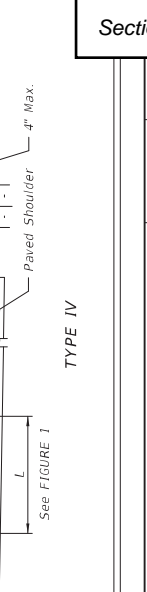
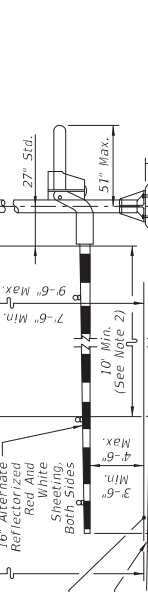
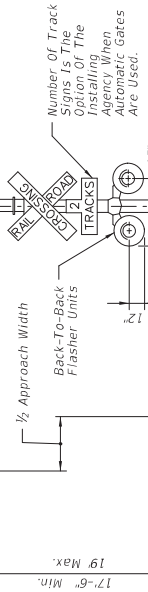
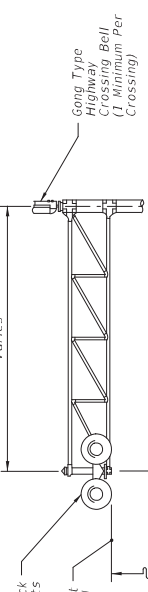


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- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
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- GENERAL NOTES:**
- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
 - Advance flasher to be installed when and if called for in Plans or Specifications.
 - Top of foundation shall be no higher than 4" above finished shoulder grade.

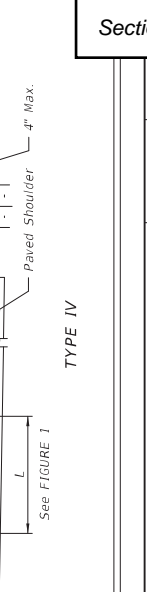
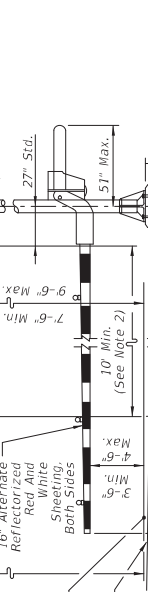
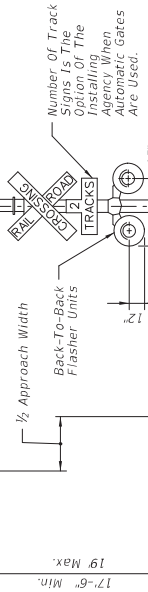
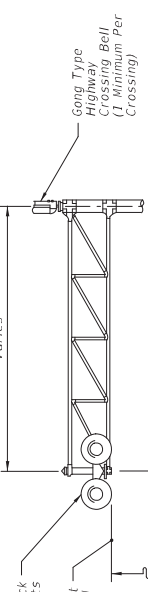


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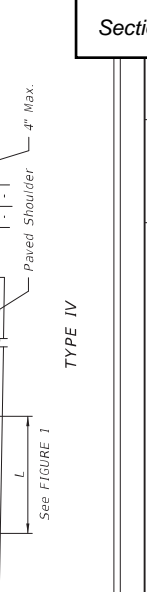
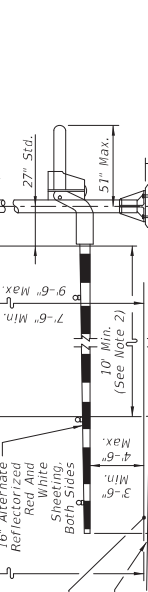
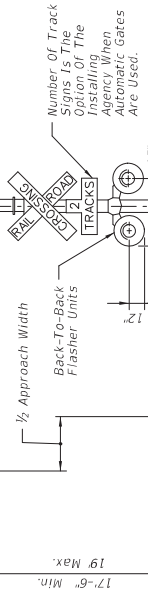
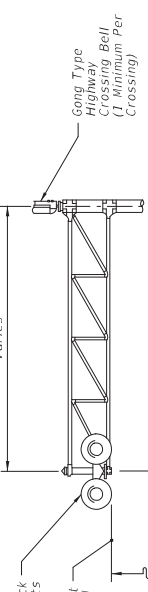


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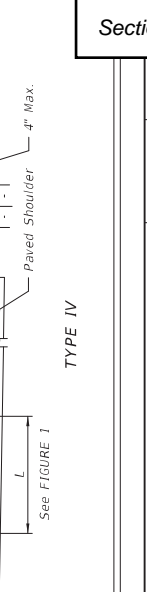
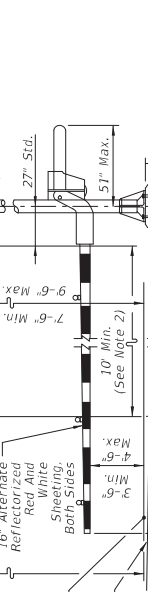
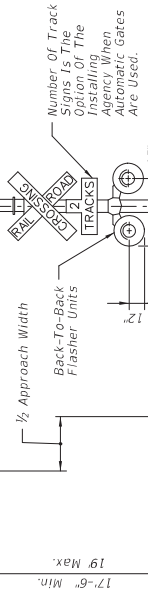
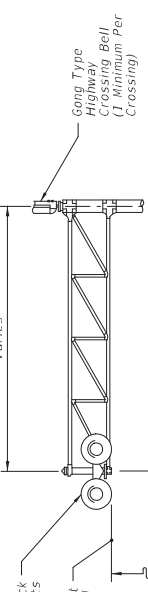


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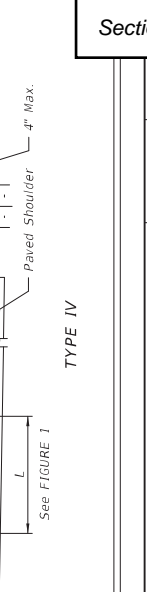
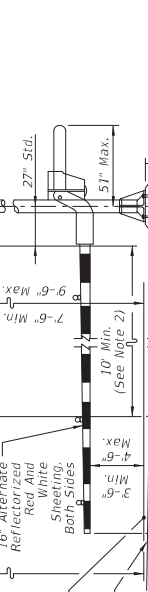
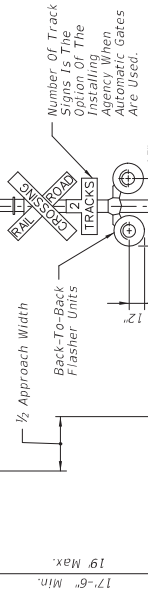
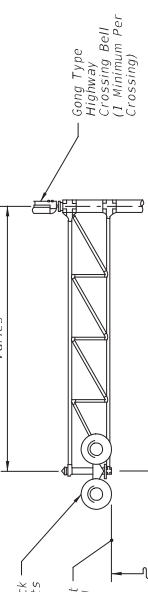


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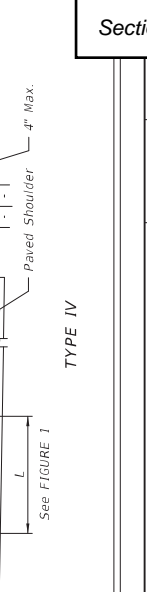
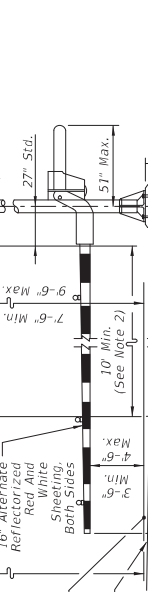
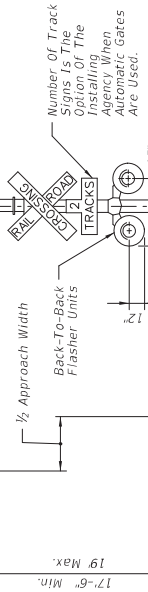
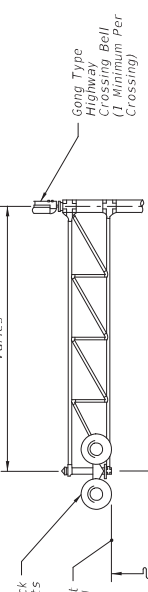


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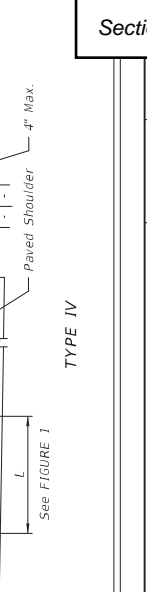
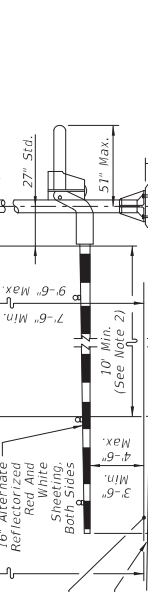
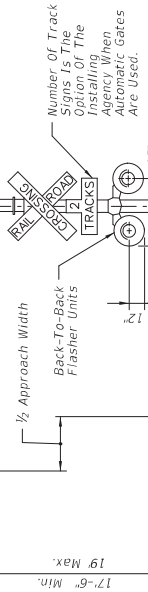
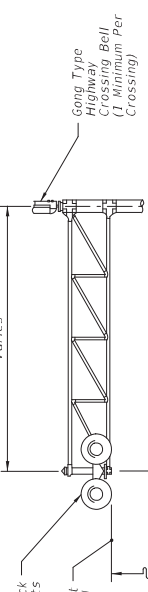


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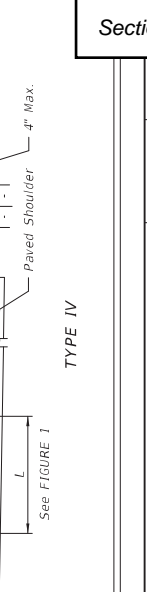
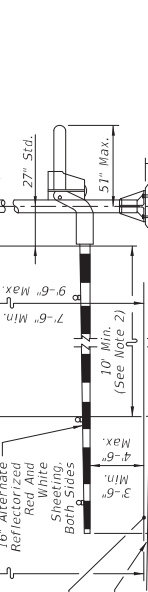
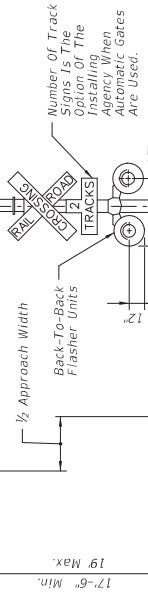
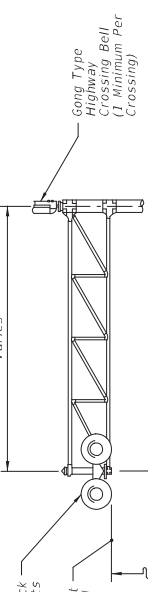


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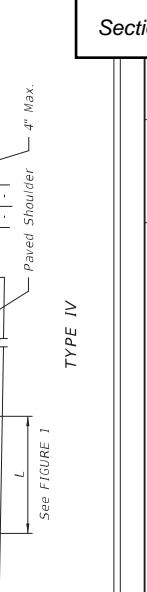
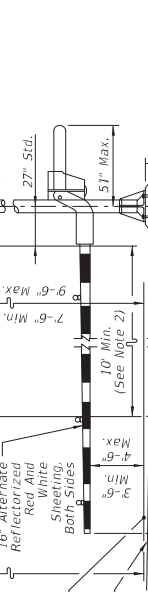
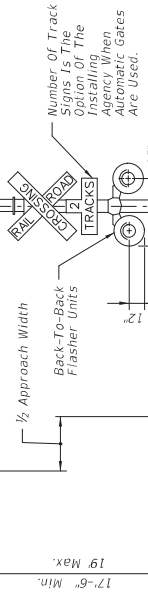
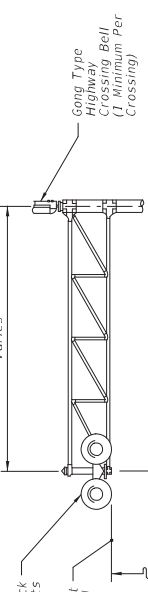


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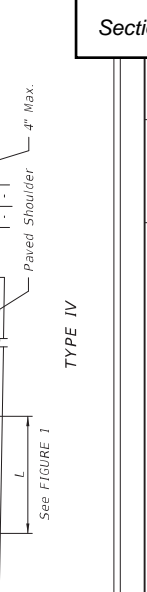
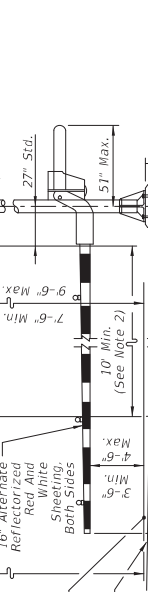
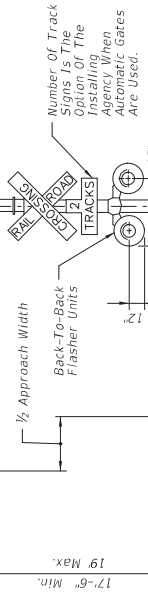
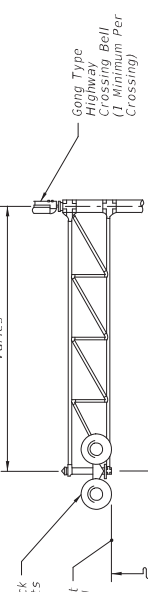


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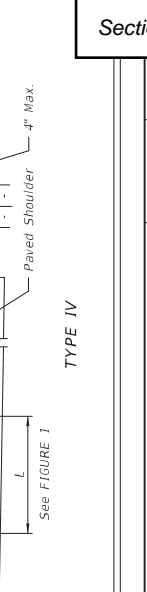
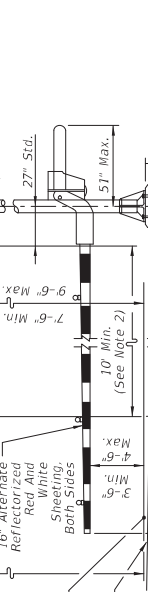
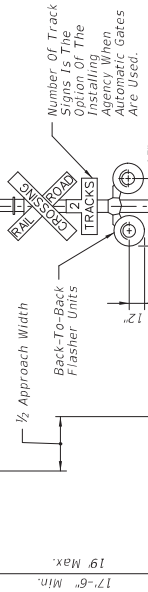
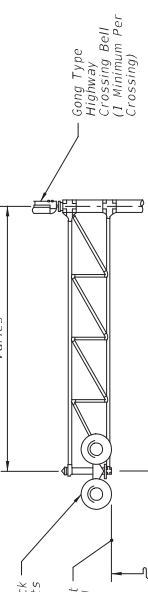


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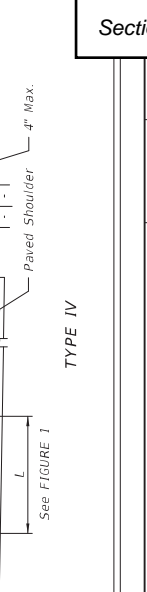
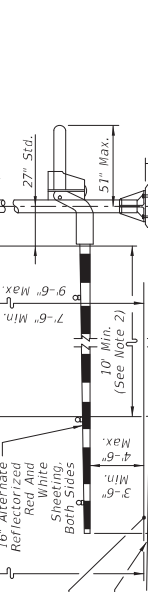
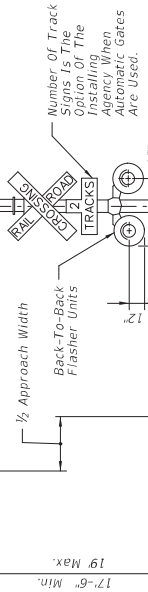
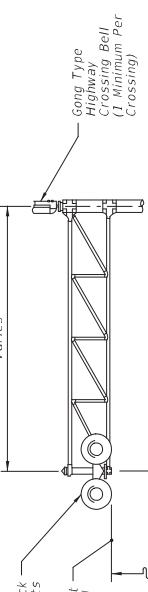


FIGURE 1

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 - When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

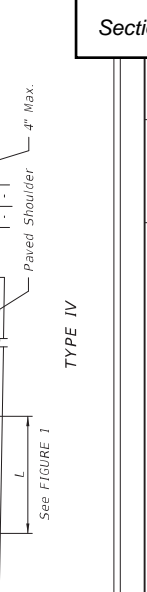
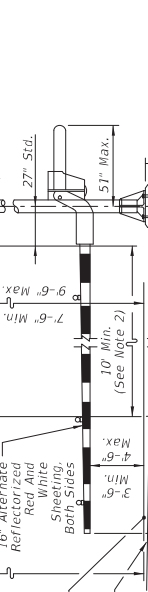
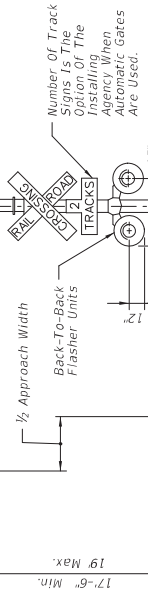
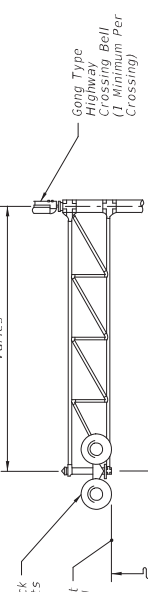


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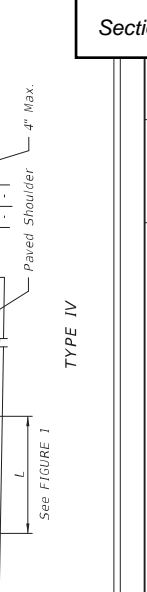
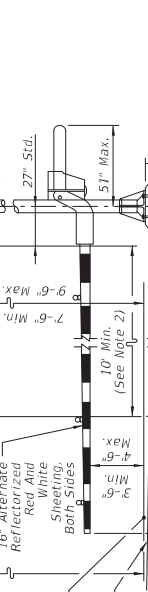
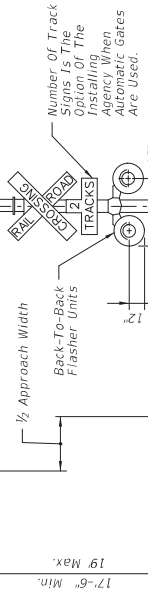
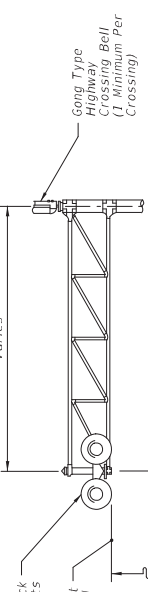


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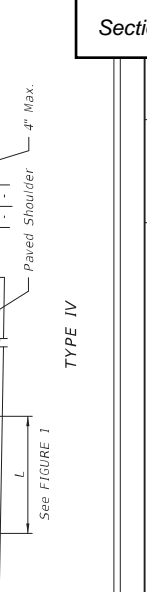
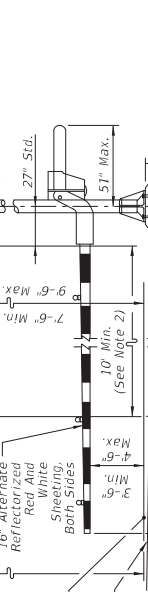
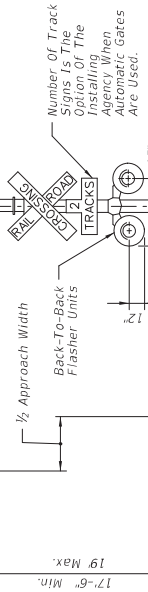
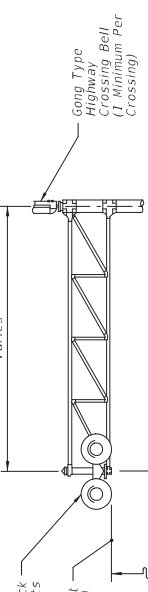
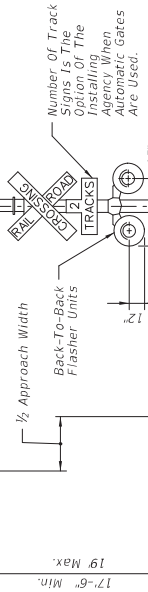
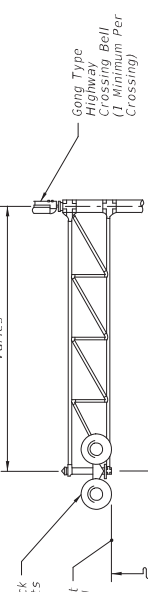
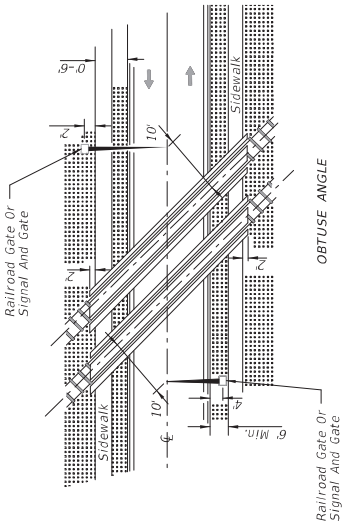


FIGURE 1

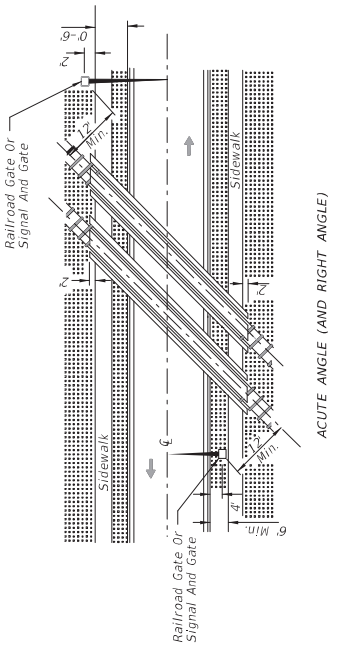
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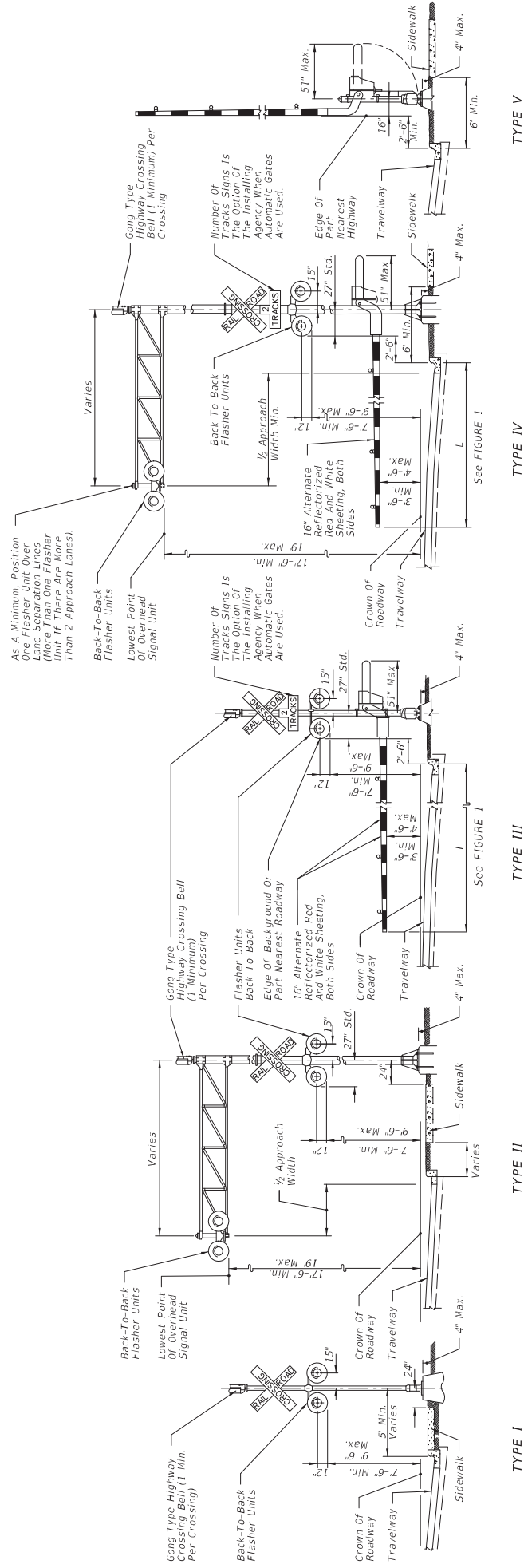
- NOTES:**
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
 2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6".
 3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk, 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
 4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
 5. When a cantilevered-arm flashing warning device is used, the lowest point of roadway to the lowest point of the Overhead Signal Unit.



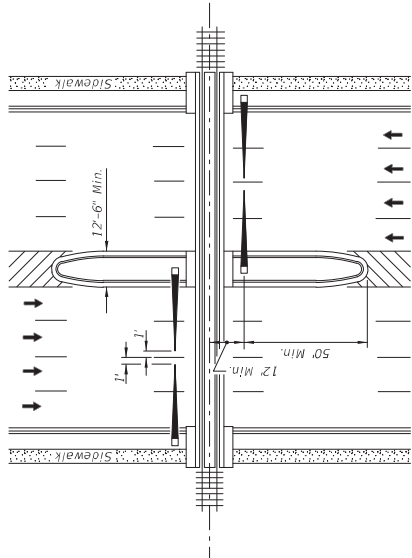
**SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)**



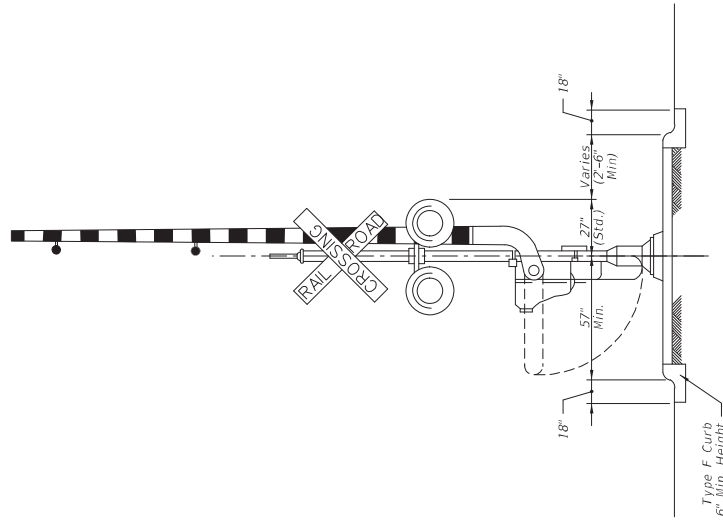
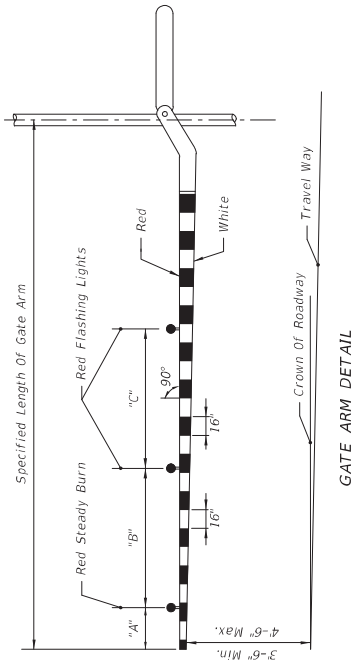
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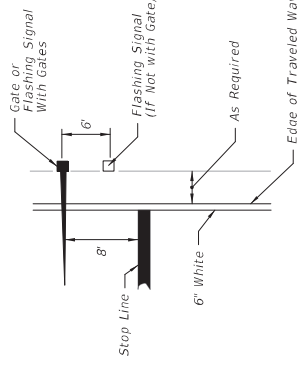
| LAST REVISION | DESCRIPTION: | INDEX | SHA |
|---------------|---|---------|-----|
| 11/01/23 | RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES | 509-070 | 2 0 |



PLAN



MEDIAN SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

| RAILROAD GATE ARM LIGHT SPACING | | | |
|---------------------------------|---------------|---------------|---------------|
| Specified Length Of Gate Arm | Dimension "A" | Dimension "B" | Dimension "C" |
| 14 Ft. | 6" | 36" | 5' |
| 15 Ft. | 18" | 36" | 5' |
| 16-17 Ft. | 24" | 36" | 5' |
| 18-19 Ft. | 28" | 41" | 5' |
| 20-23 Ft. | 28" | 4' | 5' |
| 24-28 Ft. | 28" | 5' | 5' |
| 29-31 Ft. | 36" | 6' | 6' |
| 32-34 Ft. | 36" | 7' | 7' |
| 35-37 Ft. | 36" | 9' | 9' |
| 38 And Over | 36" | 10' | 10' |

NOTE:
For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS (Three or More Driving Lanes in one Direction, 45 mph or less)

| | | | |
|---------------------------|--------------|---|-----------|
| LAST REVISION 11/01/23 | DESCRIPTION: | INDEX 509-070 | SHA 30 |
| FY 2025-26 STANDARD PLANS | | RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES | |



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1074 Highway 90
Chipley, Florida 32428-0607

JARED W. PERDUE, P.E.
SECRETARY

May 1, 2026

Mr. Larry Cook
City Mayor
City of Bonifay
Transmitted electronically via Email

Project ID No.: 458261-1-57-01
Road Name: Hubbard St., FAP No.: D326-068-B
Holmes County, Parcel No.: 1(52000-SIGH)
Crossing No.: 339933U; RRMP: OOK-758.66

The Department proposes installing of two (2) new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection, R8-8 sign with \$500 minimum fine sign on north side of crossing, add \$500 minimum fine sign to existing R8-8 sign on south side of crossing, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans at Hubbard Street in Bonifay, Holmes County, FL at Crossing No.: 339933U; RRMP: OOK-758.66.

Installation of signal upgrades does not change the signal maintenance at this location.

The project is presently scheduled for completion of negotiations by June 2026. Your cooperation towards having all agreements authorized prior to that date will be appreciated.

Once the attached draft is signed, please return it to our office electronically. After final execution, we will date the agreements and send a copy for your records. No work can take place until the contract is fully executed, and funding is provided.

Should you need additional information please contact me at (850) 330-1557.

Sincerely,
Travis Hinson
Travis Hinson
District Freight and Rail Analyst

Enclosure

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD REIMBURSEMENT AGREEMENT
GRADE CROSSING TRAFFIC CONTROL DEVICES - MUNICIPAL

Section VIII, Item B.

RAIL
OGC – 02/24
Page 1 of 8

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458261-1-57-01 | Hubbard St | Holmes | 1(52000-SIGH) | D326-068-B |

THIS AGREEMENT, made and entered into this _____ day of _____, _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the DEPARTMENT, and Florida Gulf & Atlantic Railroad, LLC, a corporation organized and existing under the laws of Florida, with its principal place of business in the City of Boca Raton, County of Palm Beach, State of Florida, hereinafter called the COMPANY; and the city of Bonifay, a municipal corporation, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is constructing, reconstructing or otherwise changing a portion of the Public Road System, designated by the Financial Project ID 458261-1-57-01, on Hubbard St, which crosses at grade the right of way and tracks of the COMPANY'S Milepost OOK-758.66, FDOT/AAR Crossing Number 339933U, at or near Bonifay, as shown on DEPARTMENT'S Plan Sheet No. NA, attached hereto as a part hereof; and

NOW, THEREFORE, in consideration of the mutual undertakings as herein set forth, the parties hereto agree as follows:

1. The COMPANY shall furnish the necessary materials and install Automatic Grade Crossing Signals Type III Class III and/or other traffic control devices at said location on an actual cost basis and in accordance with the attached detailed statement of the work, plans and specifications; and the Standard Plans Index 509-070 and 711-001, attached hereto and incorporated by reference and made a part hereof, as well as the FDOT Design Manual (FDM), incorporated by reference and made a part hereof.

2. After installation of said signals is completed, fifty (50%) percent of the expense thereof in maintaining the same shall be borne by the CITY and fifty (50%) percent shall be borne by the COMPANY, as enumerated by the Schedule of Annual Cost of Automatic Highway Grade Crossing Devices attached hereto and by this reference made a part hereof and subject to future revision.

3. After said signals have been installed and found to be in satisfactory working order by the parties hereto, the same shall be immediately put into service, operated and maintained by the COMPANY so long as said COMPANY or its successors or assigns shall operate the said signals at said grade crossing; or until it is agreed between the parties hereto that the signals are no longer necessary or until the said crossing is abandoned; or legal requirements occur which shall cease operation of signals thereat. The COMPANY agrees that any future relocation or adjustment of said signals shall be performed by the COMPANY, but at the expense of the party initiating such relocation. Upon relocation the maintenance responsibilities shall be in accordance with the provisions of this agreement. It is further agreed that the cost of maintaining any additional or replacement signal equipment at the same location will be shared as provided under Paragraph 2. above.

4. Unless otherwise agreed upon herein, the CITY agrees to ensure that at the crossing the advance warning signs and railroad crossing pavement markings will conform to the U.S. Department of Transportation Manual on Uniform Traffic Control Devices within 30 days of notification that the railroad signal improvements have been completed and that such signs and pavement markings will be continually maintained at an acceptable level.

5. The COMPANY hereby agrees to install and/or adjust the necessary parts of its facilities along said road in accordance with the provisions set forth in the:

- (a) DEPARTMENT Procedure No. 725-080-002 Appendix D.4, and Rule 14.57.011 "Public Railroad-Highway Grade Crossing Costs", Florida Administrative Code.
- (b) Federal Highway Administration Federal-Aid Policy Guide, 23 C.F.R. Subchapter G, Part 646, Subpart B, and 23 C.F.R., Subchapter B, Part 140, Subpart I,

and any supplements thereto or revisions thereof, which, by reference hereto, are made a part hereof. The COMPANY further agrees to do all of such work, with its own forces or by a contractor paid under a contract let by the COMPANY, all under the supervision and approval of the DEPARTMENT and the Federal Highway Administration, when applicable.

6. The DEPARTMENT hereby agrees to reimburse the COMPANY for all costs incurred by it in the installation and/or adjustment of said facilities, in accordance with the provisions of Procedure No. 725-080-002 Appendix D-4 "Billing Requirements," and any supplements thereto or revisions thereof. It is understood and agreed by and between the parties hereto that preliminary engineering costs not incorporated within this agreement shall not be subject to payment by the DEPARTMENT.

7. Attached hereto, and by this reference made a part hereof, are plans and specifications of the work to be performed by the COMPANY pursuant to the terms hereof, and an itemized estimate of the cost thereof in the amount of \$113,341.00. All work performed by the COMPANY pursuant hereto, shall be performed according to these plans and specifications as approved by the DEPARTMENT and the Federal Highway Administration if federal aid participating; and all subsequent plan changes shall likewise be approved by the DEPARTMENT and the Federal Highway Administration, when applicable.

8. All labor, services, materials, and equipment furnished by the COMPANY in carrying out the work to be performed hereunder shall be billed by the COMPANY direct to the DEPARTMENT. Separate records as to the costs of contract bid items and force account items performed for the COMPANY shall also be furnished by the COMPANY to the DEPARTMENT.

9. The COMPANY has determined that the method to be used in developing the relocation or installation cost shall be as specified for the method checked and described hereafter:

- (a) Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- (b) Actual related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- (c) An agreed lump sum \$, as supported by a detail analysis of estimated cost attached hereto. (NOTE: This method is not applicable where the estimated cost of the proposed adjustment exceeds \$100,000.)

10. The installation and/or adjustment of the COMPANY'S facility as planned will will not involve additional work over and above the minimum reimbursable requirements of the DEPARTMENT. (If upgrading and/or nonreimbursable work is involved at the option of the COMPANY, then credit against the cost of the project is required and will be governed by the method checked and described hereafter):

- (a) _____% will be applied to the final billing of work actually accomplished to determine required credit for (betterment) and/or (expired service life) and/or (nonreimbursable segments).
- (b) All work involving nonreimbursable segments will be performed by special COMPANY work or job order number apart and separate from the reimbursable portion of the work; such work or job order number to be _____. The COMPANY further agrees to clearly identify such additional work areas in the COMPANY'S plans and estimates for the total work covered by this Agreement.
- (c) \$_____ credited for betterment expired service life
 nonreimbursable segments in accord with Article 9.(c) hereinabove.

11. It is specifically agreed by and between the DEPARTMENT and the COMPANY that the DEPARTMENT shall receive fair and adequate credit for any salvage which shall accrue to the COMPANY as a result of the above installation and/or adjustment work.

12. It is further agreed that the cost of all improvements made during this adjustment work shall be borne by the COMPANY, subject only to the DEPARTMENT bearing such portion of this cost as represents the cost of adjustment of previously existing facility, less salvage credit as set forth in the immediately preceding paragraph.

13. Upon completion of the work the COMPANY shall, within one hundred eighty (180) days, furnish the DEPARTMENT with two (2) copies of its final and complete billing of all costs incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of the items contained in the estimate attached hereto. The totals for labor, overhead, travel expense, transportation, equipment, material and supplies, handling costs and other services shall be shown in such a manner as will permit ready comparison with the approved plans and estimates. Materials shall be itemized where they represent major components of cost in the relocation following the pattern set out in the approved estimate as closely as is possible. Salvage credits from recovered and replaced permanent and recovered temporary materials shall be reported in said bills in relative position with the charge for the replacement or the original charge for temporary use.

The final billing shall show the description and site of the Project; the date on which the first work was performed, or, if preliminary engineering or right-of-way items are involved, the date on which the earliest item of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where the records and accounts billed can be audited. Adequate reference shall be made in the billing to the COMPANY'S records, accounts and other relevant documents. All cost records and accounts shall be subject to audit by a representative of the DEPARTMENT. Upon receipt of invoices, prepared in accordance with the provisions of the above indicated Reimbursement Policy, the DEPARTMENT agrees to reimburse the COMPANY in the amount of such actual costs as approved by the DEPARTMENT'S auditor.

14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the DEPARTMENT's Comptroller under Section 334.044(29), F.S., or by the Department of Financial Services under Section 215.422(14), Florida Statutes (F.S.).

15. In accordance with Section 287.058, Florida Statutes, the following provisions are in this Agreement: If this Contract involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

16. Bills for travel expenses specifically authorized in this agreement shall be submitted and paid in accordance with DEPARTMENT Rule 14-57.011 "Public Railroad-Highway Grade Crossing Costs" and the Federal Highway Administration Federal-Aid Policy Guide, Subchapter B, Part 140, Subpart I "Reimbursement for Railroad Work."

17. In accordance with Section 215.422, Florida Statutes, the following provisions are in this Agreement: Contractors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. 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 goods or services are received, inspected and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 215.422(3)(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices which have to be returned to a Contractor because of Contractor 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 contractors/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 or by calling the Division of Consumer Services at 1-877-693-5236.

18. In the event this contract is for services in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and 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 such 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 one 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 TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

19. In accordance with Section 287.133 (2)(a), Florida Statutes, the following provisions are included in this Agreement:

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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s.287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

20. In accordance with Section 287.134(2)(a), Florida Statutes, the following provisions are included in this Agreement:

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

21. In accordance with Section 287.0582, Florida Statutes, the following provision is included in this Agreement:

The Department's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

22. The COMPANY covenants and agrees that it will indemnify and hold harmless the DEPARTMENT and all of the DEPARTMENT'S officers, agents, and employees from any claim, loss, damage, cost charge, or expense arising out of any act, action, neglect, omission or delay by the COMPANY during the performance of the contract, whether direct or indirect, and whether to any person or property to which the DEPARTMENT or said parties may be subject, except that neither the COMPANY nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the DEPARTMENT or any of its officers, agents, or employees.

23. COMPANY shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the COMPANY during the term of the contract; and
2. 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.

3. use steel and iron manufactured in the United States, in accordance with the Buy America provisions of 23 CFR 635.410, as amended. Ensure that all manufacturing processes for this material occur in the United States. As used in this specification, a manufacturing process is any process that modifies the chemical content, physical shape or size, or final finish of a product, beginning with the initial melting and continuing through the final shaping and coating. If a steel or iron product is taken outside the United States for any manufacturing process, it becomes foreign source material. When using steel or iron materials as a component of any manufactured product (e.g., concrete pipe, prestressed beams, corrugated steel pipe, etc.), these same provisions apply. Foreign steel and iron may be used when the total actual cost of such foreign materials does not exceed 0.1% of the total Contract amount or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work but are not applicable to steel and iron items that the COMPANY uses but does not incorporate into the finished work. Submit a certification from the manufacturer of steel or iron, or any product containing steel or iron, stating that all steel or iron furnished or incorporated into the furnished product was produced and manufactured in the United States or a statement that the product was produced within the United States except for minimal quantities of foreign steel and iron valued at \$ (actual cost). Submit each such certification to the Engineer prior to incorporating the material or product into the project. Prior to the use of foreign steel or iron materials on a project, submit invoices to document the actual cost of such material, and obtain the Engineer's written approval prior to incorporating the material into the project; and

4. comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the COMPANY pursuant thereto. The COMPANY shall include the attached Title VI / Nondiscrimination Assurance in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

24. It is understood and agreed by the parties to this Agreement that if any part, term, or provision of this Agreement is held illegal by the courts or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. Any questions or matters arising under this Agreement as to validity, construction, enforcement, performance, or otherwise, shall be determined in accordance with the laws of the State of Florida. Venue for any action arising out of or in any way related to this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

26. The parties agree to bear their own attorney's fees and costs with respect to this Agreement.

27. The parties agree that this Agreement is binding on the parties, their heirs-at-law, and their assigns and successors in interest as evidenced by their signatures and lawful executions below.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized officers, the day and year first above written.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: _____
(TITLE: Timothy Smith - District Three Secretary)

COMPANY: Florida Gulf & Atlantic Railroad, LLC

BY: Wayne L Ryan
(TITLE: Chief Administration Officer/ Chief Human Resource Officer)

CITY OF Bonifay, FLORIDA

BY: _____
(TITLE: _____)

Legal Review
BY: _____
Attorney - DOT Date

Approved as to Funds Available
BY: _____
Comptroller - DOT Date

Approved as to FAPG Requirements
BY: Exempt from FHWA Review
FHWA Date

CITY RESOLUTION
GRADE CROSSING AND CROSSING TRAFFIC CONTROL DEVICES, FUTURE RESPONSIBILITY

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458261-1-57-01 | Hubbard St. | HOLMES | 1 (52000-SIGH) | D326-068-B |

A RESOLUTION AUTHORIZING EXECUTION OF A RAILROAD REIMBURSEMENT AGREEMENT FOR THE CONSTRUCTION OF RAILROAD GRADE CROSSINGS, INSTALLATION OF TRAFFIC CONTROL DEVICES FOR RAILROAD GRADE CROSSINGS, AND FUTURE MAINTENANCE AND ADJUSTMENT OF SAID CROSSINGS AND DEVICES; PROVIDING FOR THE FUTURE EXPENDITURE OF FUNDS; AND PROVIDING WHEN THIS RESOLUTION SHALL TAKE EFFECT.

RESOLUTION NO. _____

WHEREAS, the State of Florida Department of Transportation is constructing, reconstructing, or otherwise changing a portion of the public road system, on Hubbard St, which shall call for the installation and maintenance of railroad grade crossings and traffic control devices for railroad grade crossings over or near said highway; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF Bonifay, FLORIDA:

That the City of Bonifay enter into a RAILROAD REIMBURSEMENT AGREEMENT with the State of Florida Department of Transportation and the Florida Gulf & Atlantic Railroad, LLC. Company for the installation and maintenance of certain grade crossings and traffic control devices for grade crossings designated as Financial Project ID 458261-1-57-01 on Hubbard St which crosses the right of way and tracks of the Company at FDOT/AAR Crossing No. 339933U located in Bonifay, Florida; and

That the City assumes its share of the costs for future maintenance and/or adjustment of said grade crossings and traffic control devices for grade crossings as designated in the RAILROAD REIMBURSEMENT AGREEMENT; and

That the Mayor and City Clerk be authorized to execute such agreements with the State of Florida Department of Transportation and the Florida Gulf & Atlantic Railroad, LLC. Company as herein described; and

That this RESOLUTION shall take effect immediately upon adoption.

Duly Adopted by the City Commission of the City of Bonifay, Florida, this _____ day of _____, ____.

Authorized Signature

Name: _____

Title: _____

ATTEST: _____ (SEAL)

Authorized Signature

Name: _____

Title: _____

WORK DESCRIPTION GRADE CROSSING TRAFFIC CONTROL DEVICES

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|-------------|
| 458261-1-57-01 | Hubbard St | HOLMES | 1(52000-SIGH) | D326-0268-B |

RAILROAD COMPANY

Florida Gulf & Atlantic Railroad, LLC

- A. JOB DESCRIPTION & LOCATION: Install two (2) new flashing light & gate masts with high wind gates and brackets, new batteries, train detection, R8-8 signs with \$500 minimum fine signs, standalone ENS signs on break away posts to both sides of crossing, and include updated circuitry plans
- B. TYPE OF ROADWAY FACILITY: 2 way
- C. FDOT/AAR XING NO.: 339933U RR MILE POST TIE: OOK-758.66
- D. TYPE CROSSING PROPOSED: Asphalt & Timber Class: III DOT INDEX: 17882
- E. STATUS AND PROPOSAL:
1. EXISTING DEVICES (See Agreement dated _____)
 - a. None-New Crossing.
 - b. Crossbuck and Disk
 - c. Flashing Signals with Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates
 - f. Flashing Signals with Cantilever and Gates
 2. PROPOSED DEVICES (Safety Index Rating _____)
 - a. No revision required
 - b. Crossbuck and Disk
 - c. Flashing Signals and Disk
 - d. Flashing Signals with Cantilever
 - e. Flashing Signals with Gates.
 - f. Flashing Signals with Cantilever and Gates.
 - g. Relocate existing signal devices
 - (1) (With-Without) addition of Gates
 - (2) ((With-Without) synchronization with highway traffic signals
 - (3) ((With-Without) constant warning time
- F. COMMUNICATION AND/OR POWER LINE ADJUSTMENTS
1. By Others (____ Company.)
 2. By Railroad Company.
- G. AUTHORITY REQUESTED (Draft attached: Yes No)
1. Agreement (Third Party Participating FGA/ City of Bonifay/FDOT)
 2. Supplemental Agreement No. _____
 3. Crossing Permit
 4. Estimate for Change Order No. _____
 5. Letter of Authority
 6. Letter of confirmation (No Cost to Department)
- H. OTHER REMARKS: Negotiations to be completed by: FDOT/FGA/ City of Bonifay
Negotiations to be completed by: June 2026
Signal installation target date: September 2026
Synchronization: (Draft attached : Yes No)

EXHIBIT B

The Company shall:

1. adhere to all Buy America requirements (23 CFR 635.410) to ensure that all manufacturing processes of steel and iron occur in the United States; and
2. ensure that prefabricated items that contain steel must also comply with Buy America; and
3. provide Buy America certifications that include correct language, project information, and the material's delivery date.

EXHIBIT C

The Company understands:

1. that while FHWA1273 does not apply to force account work performed by rail companies, FHWA-assistance is subject to Title VI (42 U.S.C. § 2000d et seq); and
2. requires appropriate assurances by providing an executed Title VI / Nondiscrimination Assurance, including Appendices A and E.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES
ANNUAL MAINTENANCE COSTS

Section VIII, Item B.

06/21

| FINANCIAL PROJECT NO. | ROAD NAME OR NUMBER | COUNTY NAME | PARCEL & R/W NUMBER | FAP NUMBER |
|-----------------------|---------------------|-------------|---------------------|------------|
| 458261-1-57-01 | Hubbard St | Holmes | 1(52000-SIGH) | D326-068-B |

COMPANY NAME: Florida Gulf & Atlantic Railroad, LLC

A. FDOT/AAR XING NO.: 339933U RR MILE POST TIE: OOK-758.66

B. TYPE SIGNALS PROPOSED: III CLASS: III DOT INDEX: 17882

**SCHEDULE OF ANNUAL COST OF AUTOMATIC
HIGHWAY GRADE CROSSING TRAFFIC CONTROL DEVICES**

Annual Maintenance Cost Exclusive of Installation

| <u>CLASS</u> | <u>DESCRIPTION</u> | <u>COST*</u> |
|--------------|--|-------------------|
| I | 2-Quadrant Flashing Lights with One Track | \$2,608.00 |
| II | 2-Quadrant Flashing Lights with Multiple Tracks | \$3,451.00 |
| III | 2-Quadrant Flashing Lights and Gates with One Track | \$3,934.00 |
| IV | 2-Quadrant Flashing Lights and Gates with Multiple Tracks | \$4,940.00 |
| V | 3 or 4-Quadrant Flashing Lights and Gates with One Track | \$7,777.00 |
| VI | 3 or 4-Quadrant Flashing Lights and Gates with Multiple Tracks | \$9,759.00 |

AUTHORITY: FLORIDA ADMINISTRATIVE RULE 14-57.011
Public Railroad-Highway Grade Crossing Costs

EFFECTIVE DATE: July 22, 1982

GENERAL AUTHORITY: 334.044, F.S.

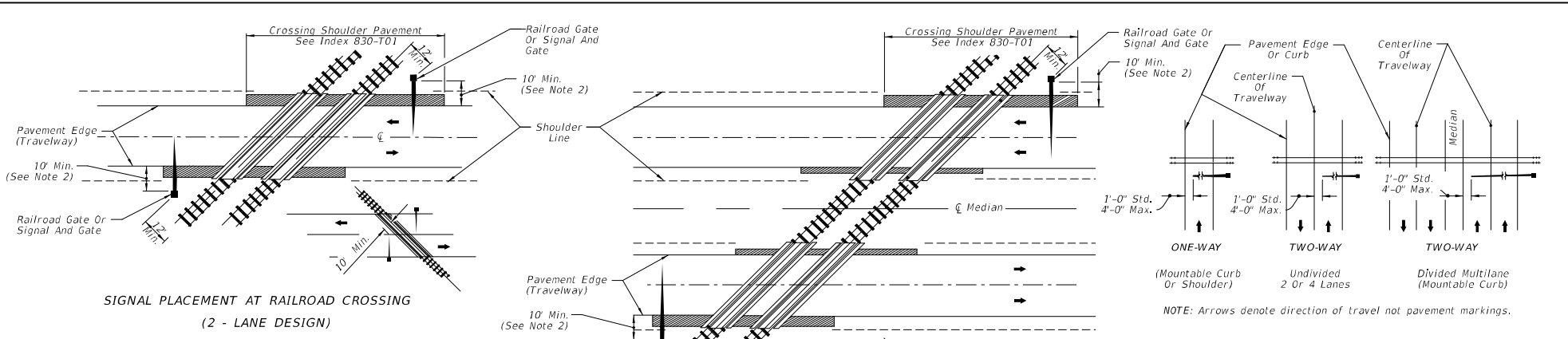
SPECIFIC LAW IMPLEMENTED: 335.141, F.S.

*This schedule will become effective July 1, 2021 and will be reviewed every 5 years and revised as appropriate based on the Consumer Price Index for all Urban Consumers published by the U.S. Department of Labor.

| | | | | |
|---|-----------------------|----------------------|---------------|---|
| Crossing No: 339933U | Roadway: HUBBARD ST | RR Street: | District: 3 | County: Holmes |
| PUBLIC | HWY | AT GRADE Residential | City: BONIFAY | IN CITY OPEN--TRACK |
| Rank 2025: 1800 | SR No.: | RR Company: | FGA | Date: 11/05/2025 |
| Rank 2024: 1785 | CR No.: | Division Name: | JACKSONVILLE | Team Members: FDOT: Kelli Phillips, Bryan Shelmadine, Brian Owens |
| Rank 2023: 1764 | US No.: | Subdivision Name: | P&A | FGA: Brian Lolley |
| | Latitude: 30.788900 | Branch Name: | N/A | |
| | Longitude: -85.670000 | RR Milepost: | 758.66 | |
| Field Review Comments: Signal equipment is antiquated. | | | | |
| City to trim vegetation on north side of crossing (blocking flashing light mast) | | | | |
| Team Recommendations: Railroad to install 2 new flashing light & gate masts with high wind gates and brackets, new batteries and chargers, train detection, R8-8 sign with \$500 minimum fine sign on north side of crossing, add \$500 minimum fine sign to existing R8-8 sign on south side of crossing, standalone FNS signs on break away posts | | | | |

Section VIII, Item B.

| | | | | | |
|-------------------------------|----------------------------|--------------------------|------------------------------------|------------------|--------------------------|
| Highway Speed: | 25 | <input type="checkbox"/> | Train Speed Range: | 25-40 | <input type="checkbox"/> |
| Crossing Angle: | 60-90 DEG | <input type="checkbox"/> | Max Time Table Speed: | 40 | <input type="checkbox"/> |
| AADT: | 253 (2011) | <input type="checkbox"/> | Day Thru/Switch: | 2/1 | <input type="checkbox"/> |
| Percent Trucks: | 0 (2007) | <input type="checkbox"/> | Night Thru/Switch: | 1/0 | <input type="checkbox"/> |
| School Buses: | 26 (2026) | <input type="checkbox"/> | Train Service: Freight | | <input type="checkbox"/> |
| Street Types: | Two-Way Street | <input type="checkbox"/> | Passenger Count/Day: | 0 | <input type="checkbox"/> |
| Thru Lanes: | 2 | <input type="checkbox"/> | Train Count Date: | 01/01/2017 | <input type="checkbox"/> |
| Aux Lanes: | 0 | <input type="checkbox"/> | Main Tracks: | 1 | <input type="checkbox"/> |
| Hazmat Route? | NO | <input type="checkbox"/> | Other Tracks: | | <input type="checkbox"/> |
| Emergency Services Route? | YES | <input type="checkbox"/> | Train Signals? | NO | <input type="checkbox"/> |
| Emergency Notification Signs: | YES | <input type="checkbox"/> | Train Signal Proximity: | NO | <input type="checkbox"/> |
| Crossbuck(4x4 post): | 0 | <input type="checkbox"/> | Train Detection: | Motion Detection | <input type="checkbox"/> |
| Crossbuck Sign: | 2 | <input type="checkbox"/> | Event Recorder? | N | <input type="checkbox"/> |
| Stop Sign: | 0 | <input type="checkbox"/> | Number of Bells: | 1 | <input type="checkbox"/> |
| Yield Sign: | 0 | <input type="checkbox"/> | Post Mounted Flashing Lights: | 2 | <input type="checkbox"/> |
| Low Ground Clearance Signs: | 0 | <input type="checkbox"/> | Backlights, Incandescent | | <input type="checkbox"/> |
| Exempt Signs: | | <input type="checkbox"/> | Roadway Gate Count: | 2 | <input type="checkbox"/> |
| Trespass Signs: | NO | <input type="checkbox"/> | Pedestrian Gate Count: | 0 | <input type="checkbox"/> |
| W10-1 | 2 | R10-6a | 0 | W8-1 | 0 |
| W10-2 | 0 | R11-2 | 0 | W10-8 | 0 |
| W10-3 | 0 | R15-2P | 0 | W10-9 | 0 |
| W10-4 | 0 | R15-6 | 0 | W10-9P | 0 |
| W10-11 | 0 | R15-6a | 0 | W10-11a | 0 |
| W10-12 | 0 | R15-7 | 0 | W10-11b | 0 |
| R3-1a | 0 | R15-7a | 0 | W10-13P | 0 |
| R3-2a | 0 | R15-8 | 0 | W10-14P | 0 |
| R8-8 | 2 | Pvt Crossing | 0 | W10-14aP | 0 |
| R8-9 | 0 | Look Out | 0 | W10-15P | 0 |
| R8-10 | 0 | R8-8 w/Beacon | 0 | Slow | 0 |
| R8-10a | 0 | W3-1 | | W10-1w/Beacon | 0 |
| R10-6 | 0 | W3-3 | | LED Signs | 0 |
| Surface Installment Date: | | <input type="checkbox"/> | 12" Count: | 4 | <input type="checkbox"/> |
| Surface Type: | | <input type="checkbox"/> | LED Count: | 0 | <input type="checkbox"/> |
| Pvmt Mrk: | | <input type="checkbox"/> | Install - Upgrade: | -- 01/01/1979 | <input type="checkbox"/> |
| Surface Condition: | EXCELLENT | <input type="checkbox"/> | Maintenance Responsibility: | CITY | <input type="checkbox"/> |
| Approach: | B = Uneven | <input type="checkbox"/> | Roadway Paved: | YES | <input type="checkbox"/> |
| Vehicle Reaction: | B = Vibrating | <input type="checkbox"/> | Tracks run down street? | NO | <input type="checkbox"/> |
| Driver Reaction: | C = Most drivers slow down | <input type="checkbox"/> | Sidewalks on Crossing Approach? | NO | <input type="checkbox"/> |
| Rail/Pad Movement: | B = Uneven | <input type="checkbox"/> | Sidewalks Thru Crossing? | N/A | <input type="checkbox"/> |
| Incident History: | | <input type="checkbox"/> | Crossing illuminated? | YES | <input type="checkbox"/> |
| | | <input type="checkbox"/> | Commerical Power? | YES | <input type="checkbox"/> |
| | | <input type="checkbox"/> | Alternative Power? | YES | <input type="checkbox"/> |
| | | <input type="checkbox"/> | Recommended Warning Device: FL & G | | <input type="checkbox"/> |

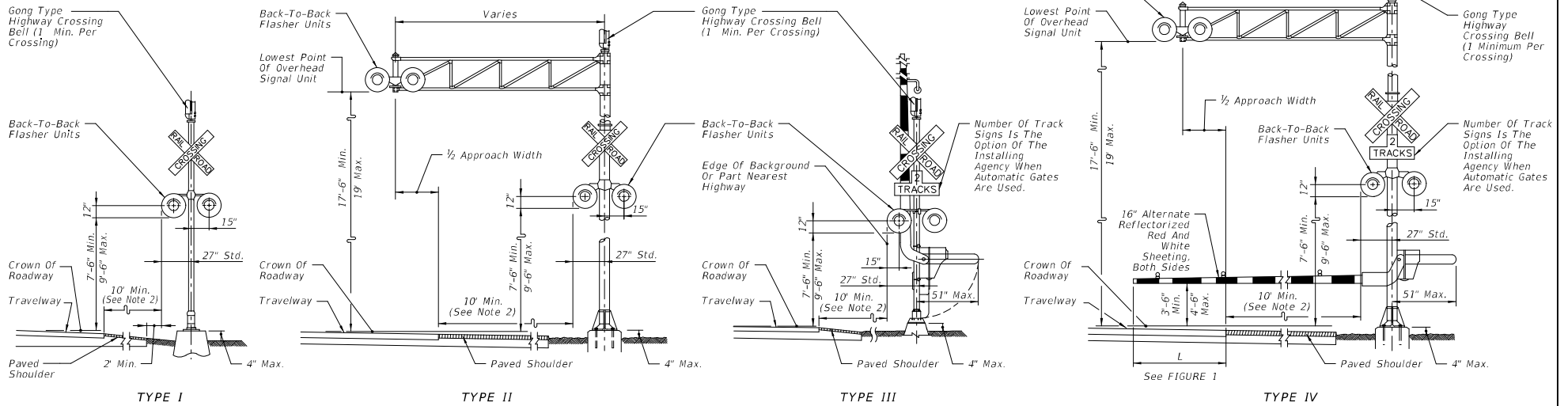


GENERAL NOTES:

- No guardrail is proposed for signals; however, some form of impact attenuation device may be specified for certain locations.
- Advance flasher to be installed when and if called for in Plans or Specifications.
- Top of foundation shall be no higher than 4" above finished shoulder grade.
- Type of traffic control device
 - Flashing warning devices
 - Flashing warning devices with cantilever
 - Flashing warning devices with gate
 - Flashing warning devices with cantilever and gate
 - Gate
- Class of traffic control devices (Not Shown)
 - 2 Quadrant flashing warning devices-one track
 - 2 Quadrant flashing warning devices-multiple tracks
 - 2 Quadrant flashing warning devices and gates-one track
 - 2 Quadrant flashing warning devices and gates-multiple tracks
 - 3-4 Quadrant flashing warning devices and gates-one track
 - 3-4 Quadrant flashing warning devices and gates-multiple tracks

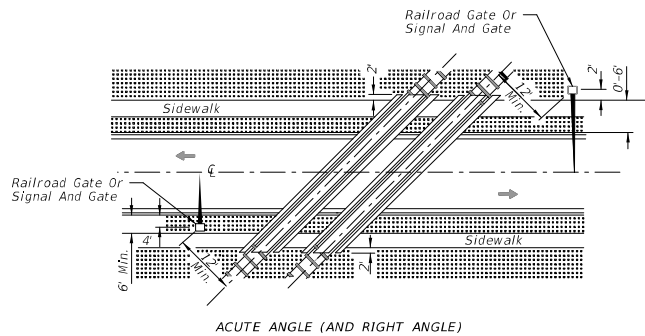
NOTE:

- Two separate foundations may be required (one for signals, one for gate), depending on type of equipment used.
- When 10' is deemed impractical the control device can be located as close as 2' from the edge of a paved shoulder but not less than 6' from the edge of the near traffic lane.

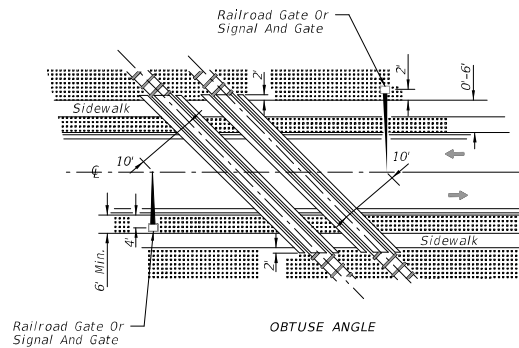


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| | | | | | |
|---------------------------|--------------|--------------------------------------|---|---------|--------|
| LAST REVISION 11/01/23 | DESCRIPTION: | <p>FY 2025-26 STANDARD PLANS</p> | <p>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</p> | INDEX | SHEET |
| | | | | 509-070 | 1 of 3 |



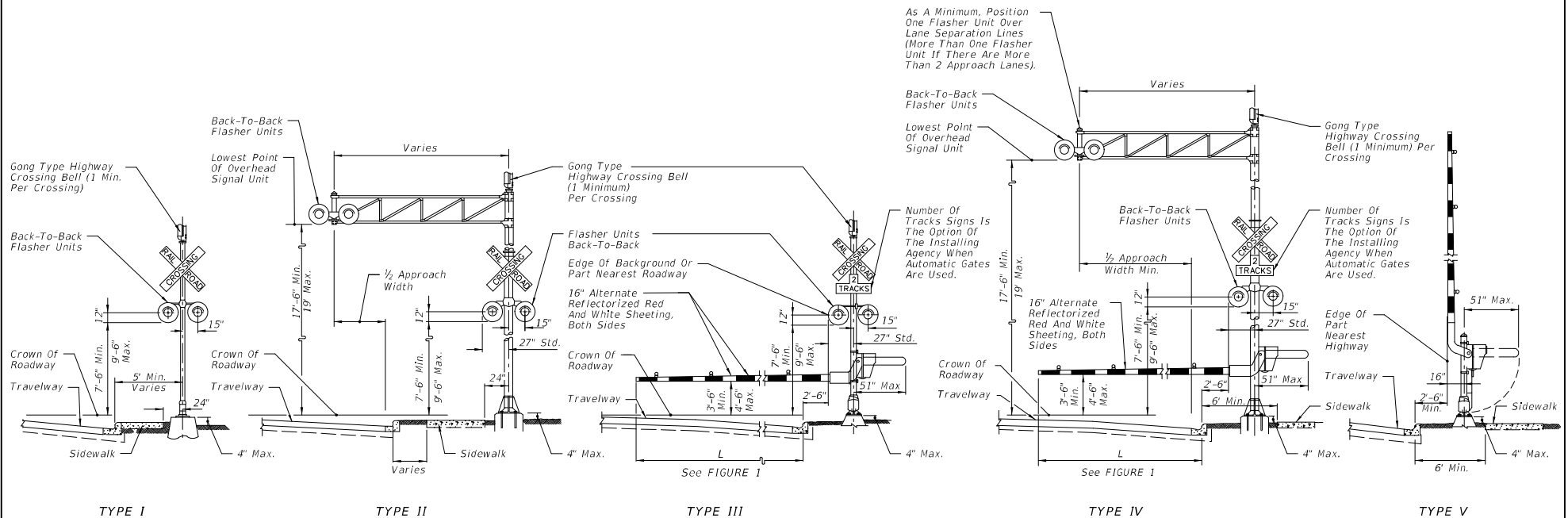
SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)



SIGNAL PLACEMENT AT RAILROAD CROSSING
(2 LANES, CURB & GUTTER)

NOTES:

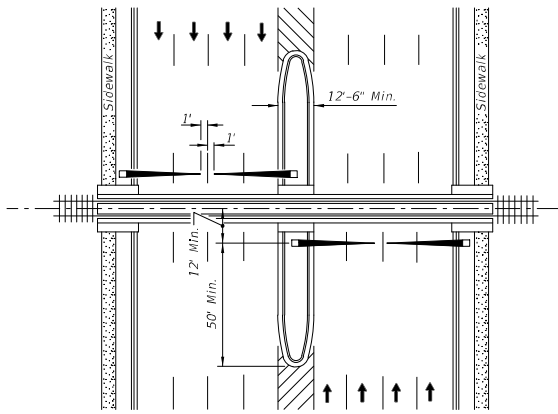
1. The location of flashing warning devices and stop lines shall be established based on future (or present) installation of gate with appropriate track clearances.
2. Where plans call for railroad traffic control devices to be installed in curbed medians, the minimum median width shall be 12'-6\".
3. Location of railroad traffic control device is based on the distance available between face of curb & sidewalk. 0' to 6' - Locate device outside sidewalk. Over 6' - Locate device between face of curb and sidewalk.
4. Stop line to be perpendicular to edge of roadway, approx. 15' from nearest rail; or 8' from and parallel to gate when present.
5. When a cantilevered-arm flashing warning device is used, the minimum vertical clearance shall be 17'-6\" from above the Crown of Roadway to the Lowest Point of the Overhead Signal Unit.



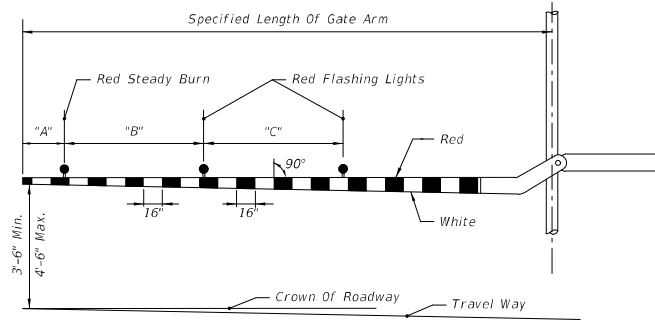
TRAFFIC CONTROL DEVICES FOR CURBED ROADWAY

| | | | | | |
|-----------------------------------|---------------------|---|--|--------------------------|-------------------------|
| <p>LAST REVISION 11/01/23</p> | <p>DESCRIPTION:</p> | <p>FDOT FY 2025-26 STANDARD PLANS</p> | <p>RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES</p> | <p>INDEX 509-070</p> | <p>SHEET 2 of 3</p> |
|-----------------------------------|---------------------|---|--|--------------------------|-------------------------|

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PLAN

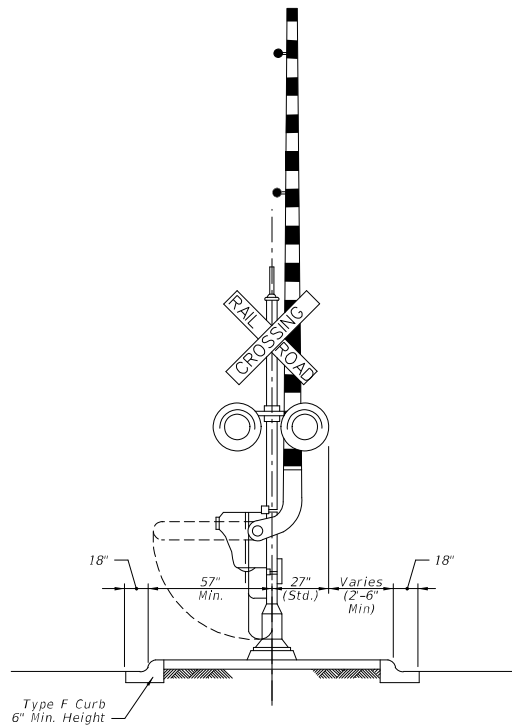


GATE ARM DETAIL

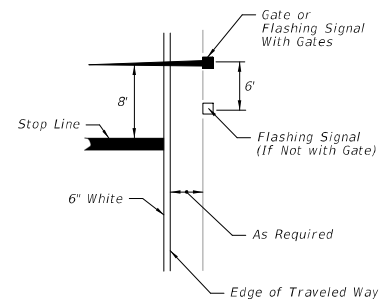
| RAILROAD GATE ARM LIGHT SPACING | | | |
|---------------------------------|---------------|---------------|---------------|
| Specified Length Of Gate Arm | Dimension "A" | Dimension "B" | Dimension "C" |
| 14 Ft. | 6" | 36" | 5' |
| 15 Ft. | 18" | 36" | 5' |
| 16-17 Ft. | 24" | 36" | 5' |
| 18-19 Ft. | 28" | 41" | 5' |
| 20-23 Ft. | 28" | 4' | 5' |
| 24-28 Ft. | 28" | 5' | 5' |
| 29-31 Ft. | 36" | 6' | 6' |
| 32-34 Ft. | 36" | 7' | 7' |
| 35-37 Ft. | 36" | 9' | 9' |
| 38 And Over | 36" | 10' | 10' |

NOTE:

For additional information see the "Manual On Uniform Traffic Control Devices", Part B; The "Traffic Control Handbook", Part VIII; and AASHTO "A Policy On Geometric Design Of Streets And Highways".



MEDIAN SECTION AT SIGNAL GATES



RELATIVE LOCATION OF CROSSING TRAFFIC CONTROL DEVICES

MEDIAN SIGNAL GATES FOR MULTILANE UNDIVIDED URBAN SECTIONS
(Three or More Driving Lanes in one Direction, 45 mph or less)

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| | | | | | | |
|---------------------------|----------|--------------|----------------------------------|--|------------------|-----------------|
| LAST REVISION 11/01/23 | REVISION | DESCRIPTION: | FY 2025-26 STANDARD PLANS | RAILROAD GRADE CROSSING TRAFFIC CONTROL DEVICES | INDEX 509-070 | SHEET 3 of 3 |
|---------------------------|----------|--------------|----------------------------------|--|------------------|-----------------|

Larry F. Cook, Mayor
301 J Harvey Etheridge St
Bonifay, FL 32425
Larry.Cook@cityofbonifay.com
850.703.6821



Councilmembers:
James Sellers, Vice Mayor
Rick Crews
Shelley Carroll
Eddie Dixon

Resolution 2026-05

A resolution of the city council of the city of Bonifay, Florida, adopting the Holmes County Local Mitigation Strategy.

WHEREAS, Holmes County and the Florida Department of Community Affairs have entered into a Contractual Services Agreement for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Statewide Hazard Mitigation Strategy; and

WHEREAS, Holmes County and the City of Bonifay entered into a Contractual Services Agreement for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Program projects to become a part of the Holmes County Hazard Mitigation Strategy; and

WHEREAS, Holmes County had the need for services in order to formulate the Holmes County Mitigation Strategy, and the City of Bonifay agreed upon terms and conditions with the County; and

WHEREAS, the Local Mitigation Strategy Working Group compiled a Local Mitigation Strategy document that meets contractual agreements between the County and the City of Bonifay,

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

The Local Mitigation Strategy document, which completes the Contractual Services Agreement with the Holmes County Board of County Commissioners for the purpose of preparation and development of Local Mitigation Strategies and pre-identification and prioritization of Hazard Mitigation Grant Projects that will become a part of the Statewide Hazard Mitigation Strategy, be and hereby adopted.

Be it further resolved that a copy of this Resolution and the adopted Local Mitigation Strategy Document be forwarded to the Holmes County Board of County Commissioners identifying continued support of the county-wide Local Mitigation Strategy.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, this 18th day of May, 2026

RESOLUTION NO. 2026-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO FLORIDACOMMERCE FOR FUNDING UNDER THE FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND RELATED APPLICATION DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, FloridaCommerce administers the Florida Small Cities Community Development Block Grant Program; and

WHEREAS, the City of Bonifay, Florida, is eligible to apply for funding under the Florida Small Cities Community Development Block Grant Program; and

WHEREAS, the City Council of the City of Bonifay has identified the following project as a priority public improvement/community development need within the City:

Memorial Field & Stadium Improvements to revitalize one of the community’s most utilized recreational and event venues. The project will serve residents throughout Holmes County and the surrounding Northwest Florida region by enhancing facilities used for youth athletics, school sports, community gatherings, and major annual events including the Northwest Florida Championship Rodeo, football games, soccer matches, and other regional activities.

WHEREAS, the City Council finds that it is in the best interest of the City of Bonifay and its citizens to submit an application for funding for such project under the Florida Small Cities Community Development Block Grant Program; and

WHEREAS, the City Council desires to authorize the Mayor, as the City’s authorized representative, to execute the grant application and such related application documents, forms, certifications, assurances, and supporting materials as may be necessary for submission and processing of the application.

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

Section 1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Authorization of Application.

The City Council of the City of Bonifay hereby approves and authorizes the submission of an application to FloridaCommerce for funding under the Florida Small Cities

Community Development Block Grant Program for **Memorial Field & Stadium Improvements.**

Section 3. Authorized Representative.

The Mayor of the City of Bonifay is hereby authorized to execute and submit the grant application and related application documents, forms, certifications, assurances, and supporting materials required in connection with the application for the above-referenced grant.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 18th day of May, 2026.

CITY OF BONIFAY CITY COUNCIL

BY: _____

LARRY COOK, Mayor
Bonifay, FL

I, Jessie Chaney, Clerk for the City of Bonifay, Florida, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the City of Bonifay City Council at its meeting held on the 18th day of May, 2026.

IN TESTIMONY AND WITNESS WHEREOF, I subscribe my name below hereto officially as the Deputy/Clerk for the City of Bonifay, Florida, this 18th day of May, 2026.

JESSIE CHANEY, City Clerk
Bonifay, FL

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, AMENDING THE CITY OF BONIFAY COMPREHENSIVE PLAN BY REVISING POLICY 5.1.d RELATING TO THE MIXED USE FUTURE LAND USE CATEGORY, PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Bonifay adopted its Comprehensive Plan pursuant to Chapter 163, Part II, Florida Statutes, and periodically updates that plan to guide growth and development; and

WHEREAS, recent text in the Mixed Use category has been interpreted to require multiple uses on each individual parcel, which is more restrictive than intended and has created uncertainty for infill and redevelopment; and

WHEREAS, the City Council finds it in the public interest to clarify that mixed use is achieved across the Mixed Use category over time without requiring more than one use on an individual parcel, while retaining established caps for density, intensity, and height; and

WHEREAS, the amendments set forth herein are consistent with and further the goals, objectives, and policies of the Comprehensive Plan and are adopted in accordance with Section 163.3184, Florida Statutes.

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

Section 1. Adoption of Amendment to Policy 5.1.d

The City Council hereby amends the City of Bonifay Comprehensive Plan by revising Policy 5.1.d Mixed Use to read as set forth and underlined in "Exhibit A", which is attached to and incorporated in this Ordinance. The current language for Policy 5.1.d Mixed Use, as amended, is hereby stricken as shown in the Exhibit. Additions are shown by underline and deletions by strikethrough.

Section 2. Conflicts

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 3. Severability

If any section, subsection, sentence, clause, phrase or other portion of this Ordinance, or any particular application thereof shall be held void, invalid or unconstitutional by any court, administrative agency, or other body with appropriate jurisdiction, the remaining sections, subsections, sentences, clauses, or phrases and their application shall not be affected and shall remain in full force and effect.

Section 4. Scrivener's Errors

Upon adoption, the City Clerk is directed to codify the amendment in the City's Comprehensive Plan and to make necessary conforming edits, including table of contents and cross references. Staff is further directed to prepare any Land Development Code updates necessary to implement this policy.

Section 5. Authority

This Ordinance is adopted pursuant to the home rule powers of the City of Bonifay and applicable provisions of Florida law, including Chapter 163, Part II, Florida Statutes.

Section 6. Effective Date and Readings

This Ordinance shall become effective in accordance with Section 163.3184, Florida Statutes. For a text amendment subject to state review, the effective date shall be the date a final order is issued by the state land planning agency or the Administration Commission finding the amendment in compliance. If no challenge is filed, the effective date shall be 31 days after adoption or upon receipt of notice from the state land planning agency that the amendment is in compliance, as applicable.

INTRODUCED on first reading in the City Council on the ____ day of _____, _____.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the City Council of City of Bonifay, Florida the ___ day of _____, _____.

CITY OF BONIFAY, FLORIDA

Larry Cook, Mayor

ATTEST:

Jessie Chaney, City Clerk

EXHIBIT A

d. Mixed Use

(1) Intent - To provide areas for an attractive and functional mix of residential, professional office, neighborhood commercial, schools, churches, and other similar land uses. Compatibility shall be applied to redevelopment sites and projects within the urban mixed use category to ensure that redeveloped sites do not create an unacceptable negative impact on adjacent properties and the surrounding neighborhood.

~~(2) Mix of Uses – Properties within this category must develop with a mix of at least two uses, one if which is required to be residential. Residential uses shall comprise a minimum of 50% of the development. The remainder uses may be non-residential. All of the land uses do not have to be developed at the same time, nor is one land use a prerequisite to another land use.~~

(2) Permitted uses - Residential uses including single family, townhome, duplex, multifamily, accessory residential, mobile home parks and mobile home subdivisions. Non-residential uses include neighborhood and general commercial, offices, restaurants and food service, lodging, clinics and medical facilities, personal services, indoor and outdoor recreation, civic and educational, houses of worship, public utilities, and essential services. PUDs are allowed and encouraged in this category.

(3) Density - The maximum density is ten (10) units per acre.

(4) Intensity - The maximum intensity is ninety (90) percent on non- residential developments.

(5) Height- The maximum height is 75 feet.

(6) Access and services - Areas in this district should be served by central water and sewer where available or planned.