



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, MARCH 02, 2026 at 9:00 AM

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

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

A. February 17th, 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

A. Matthew Fuqua - Farmer Property

VI. OLD BUSINESS

A. City Clerk Advertisement

VII. NEW BUSINESS

[A.](#) Bonifay Fire-Rescue Purchase Request

[B.](#) Cemetery Tree Purchase

C. Laurie Simmons Tennis Court Request

VIII. PLANNING & ENGINEERING

[A.](#) RIF SCADA Recommendation of Award

[B.](#) Edit to Resolution 2026-01 SRF Application

[C.](#) Melvin Engineering - Resolution 2026-03 MSCOP Application

[D.](#) Melvin Engineering- Memorial Field Drainage Improvements

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Police Department Monthly Recap

Fire-Rescue Monthly Recap

C. Employee Spotlight

X. ADJOURN

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



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

TUESDAY, FEBRUARY 17, 2026 at 6:00 PM

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

I. CALL TO ORDER

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

PRESENT

Mayor Larry Cook
Council Member Shelley Carroll
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Council Member James Sellers

Also present

Executive Assistant Sierra Smith, Director of Finance/HR Tracy Walker, City Attorney Jon Holloway, Director of Public Works Aaron Taylor, and Chief of Police Johnny Whitaker

A. Invocation

Executive Assistant Sierra Smith gave invocation.

B. Pledge of Allegiance

Executive Assistant Sierra Smith led the Pledge of Allegiance.

II. APPROVE AGENDA

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

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

III. APPROVE MINUTES

A. February 2nd, 2026 Regular Session

Motion made to approve the minutes of February 2, 2026 by Council Member Carroll, Seconded by Council Member Dixon.

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

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

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

Voting Yea: Mayor Cook, Council Member Carroll, 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 questioned where & when the Public Hearing on Planning & Zoning was held; where is the guidelines on road closures for the City of Bonifay & who is notified; why was Happy Hollow not listed as being closed at point of entry on Highway 177A by the Queen of Social Media.

Mayor Cook told Mr. Willsey his time was up.

Mayor Cook moved forward with the meeting. Mr. Willsey continued talking, resulting in Mayor Cook calling him out of order.

A. Wayne Seaman

Moved to next meeting per his request.

VI. OLD BUSINESS

A. Planning & Zoning Board Member

Mayor Cook asked to table to next agenda because of all Council Members not being present.

Motion made to approve tabling until next agenda by Council Member Crews, Seconded by Council Member Dixon.

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

VII. NEW BUSINESS

A. Bonifay Police Department Purchase - Chief Johnny Whitaker

Chief of Police Johnny Whitaker requested to decommission an older Tahoe, and purchased a code enforcement vehicle.

Motion made to approve decommission by Council Member Crews, Seconded by Council Member Carroll.

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

B. City Clerk Job Advertisement Recommendations

Executive Assistant Sierra Smith asked the Council Members to review the job descriptions and notify her and Mrs. Walker of any changes they would like.

VIII. PLANNING & ENGINEERING

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

Council Member Crews stated the crossties north bound lane at the railroad track on Oklahoma need to be replaced.

B. Department Updates

C. Employee Spotlight

X. ADJOURN

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

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

Mayor Cook declared the meeting adjourned at 6:10 pm.

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

City of Bonifay
 301 J. Harvey Etheridge Street
 Bonifay, FL 32425
 Phone: (850)547-4238

Purchase Order

Section VII, Item A.

THIS NUMBER MUST APPEAR ON ALL INVOICES,
 PACKING LISTS, CORRESPONDENCE, ETC.

NO. 26-00607

SHIP TO

VENDOR Vendor #: CHIEF010
 CHIEFS PURSUIT SURPLUS
 52186 HWY 290
 HAMPSTEAD, TX 77445 USA

ORDER DATE: 02/23/26
 DELIVERY DATE:
 STATE CONTRACT:
 F.O.B. TERMS:
 VENDOR ACCT NUM:
 VENDOR PHONE #: (979)826-4700
 VENDOR FAX #:
 REQUISITION #:

PAYMENT RECORD

CHECK NO.
 DATE PAID

NOTICE: TAX EXEMPT - TAX ID: 59-6000280

QUANTITY	DESCRIPTION	ACCOUNT NO	UNIT PRICE	TOTAL
1.00	2023 CHEVY TAHOE-BFD EST # 1690	001-522-64000-20	23,103.4000	23,103.40
			TOTAL	=====
				23,103.40

CLAIMANT'S CERTIFICATION & DECLARATION	OFFICER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties; of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any; person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>_____</p> <p>VENDOR SIGN HERE</p> <p>_____</p> <p>OFFICIAL POSITION DATE</p> <p>_____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO.</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>_____</p> <p>DEPT. HEAD DATE</p> <p>VENDOR MUST SIGN CERTIFICATION STATEMENT ON THIS VOUCHER. MAIL VOUCHER & ITEMIZED BILLS TO: City of Bonifay 301 J. Harvey Etheridge Street Bonifay, FL 32425</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>



Estimate

<i>Date</i>	<i>Estimate #</i>
2/26/2026	26-2898

13461 29th Road
Lake City, FL 32024

<i>Name/ Address</i>
The City of Bonifay 301 J.Harvey Etheridge St Bonifay, Fl 32425

<i>P.O. No.</i>	<i>Rep</i>	<i>Project</i>	<i>Field</i>
	TO		

<i>Description</i>	<i>Qty</i>	<i>Rate</i>	<i>Total</i>
45g Little Gem Magnolia	15	250.00	3,750.00T
12-14' OA Little Gem Magnolia	4	400.00	1,600.00T
3.5-4" Brandy Wine Red Maple	2	425.00	850.00T
Tarp	1	250.00	250.00T
Customer Pick up			

It's been a pleasure working with you! Any question please call Tom - 863-412-1890

<i>Subtotal</i>	\$6,450.00
<i>Sales Tax (0.0%)</i>	\$0.00
<i>Total</i>	\$6,450.00



ARDURRA

2/23/2026

Larry Cook, City Mayor
City of Bonifay
301 J Harvey Etheridge St
Bonifay, FL 32425

Subject: Recommendation of Award

Dear Mr. Cook

Attached for your review and consideration is the certified bid tabulation of bids received by the City of Bonifay on January 21, 2026, for the RIF SCADA project. Ardurra Group Inc recommends award to Palmer electric construction company Inc, based on the following subject to approval by both the City and funding agency:

- 1) Base Bid: \$627,496.00
 - 2) Alternative 3.10A- Fire station lift station: \$48,808.00
 - 3) Alternative 3.11A- Plant master lift station: \$44,924.00
- Total: \$722,228.00

In addition, Palmer electric construction company Inc has offered cost saving in the amount of \$3,000 to substitute specified rigid conduit with schedule 40 PVC conduit. After consulting with City staff, we recommend accepting the substitute resulting in bid award amount of **\$719,228.00**. Subject to execution of deductive change order 1.

Should you have any questions, please do not hesitate to call.

Sincerely

Amir Zafar, PE, BCEE

Client Service Director

cc: Douglas Brown, Minahil Amir
Sierra Smith

Ardurra Group Inc
City of Bonifay

BID TABULATION
 OWNER: City of Bonifay
 PROJECT NAME: Bonifay RIF-SCADA
 Ardurra Group Inc Project No. 2025-0375

Bidder agrees to preform all the work described in the contract documents from the following:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	PALMER UNIT COST	Royal American UNIT COST	
BASE BID						
1.00	General Requirements	LS	1	\$44,110.00	\$163,823.00	
2.00	Central SCADA System	LS	1	\$129,630.00	\$331,830.00	
3.00	Remote Site Installations with Cellular Telemetry	LS	1	\$20,000.00	\$65,292.00	
3.01	Well No. 1 Site	LS	1	\$51,214.00	\$61,089.00	
3.02	Well No. 2 Site	LS	1	\$50,495.00	\$61,089.00	
3.03	Well No. 3 & Water Tower Site	LS	1	\$61,360.00	\$77,277.00	
3.04	Well No. 4 & Water Tower Site	LS	1	\$57,420.00	\$73,359.00	
3.05	Well No. 5 Site	LS	1	\$49,324.00	\$59,783.00	
3.06	Elementary School Water Tower Site	LS	1	\$57,305.00	\$75,457.00	
3.07	Prison Lift Station Site	LS	1	\$48,334.00	\$64,989.00	
3.08	Weeks Street Lift Station Site	LS	1	\$52,242.00	\$64,989.00	
4.00	Cellular Service (2-Years Plan)	LS	1	\$6,062.00	\$11,047.00	
			TOTAL BASE BID	15	\$627,496.00	\$1,110,024.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT COST	UNIT COST
Alternates					
ALT -3.09a	Cloud Lift Station Site	LS	1	\$44,046.00	\$64,733.00


ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT COST	UNIT COST
Alternates					
ALT -3.10a	Fire Station Lift Station Site	LS	1	\$49,808.00	\$63,427.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT COST	UNIT COST
Alternates					
ALT -3.11a	Plant Master Lift Station Site	LS	1	\$44,924.00	\$61,485.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT COST	UNIT COST
Alternates					
ALT -3.12a	High School Fire Booster Station	LS	1	\$51,973.00	\$65,521.00

TOTAL Alternates				\$190,751.00	\$255,166.00
TOTAL				\$818,247.00	\$1,365,190.00

This is to be certify that this is a true and correct copy of all bids received on 1/21/26, regarding Ardurra Project no. 2025-0375 City of Bonifay Rif Generator and Mobile Bypass Pump Project

Signed: 
 Amir Zafar, PE, BCEE- Ardurra Group INC
 Dated: 2/23/26

PAYMENT BOND

<p>Contractor</p> <p>Name: [Full formal name of Contractor]</p> <p>Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]</p>	<p>Surety</p> <p>Name: [Full formal name of Surety]</p> <p>Address (<i>principal place of business</i>): [Address of Surety's principal place of business]</p>
<p>Owner</p> <p>Name: City of Bonifay</p> <p>Mailing address (<i>principal place of business</i>): 301 J Harvey Ethridge St, Bonifay, FL 32425</p>	<p>Contract</p> <p>Description (<i>name and location</i>): [Owner's project/contract name, and location of the project]</p> <p>Contract Price: [Amount, from Contract]</p> <p>Effective Date of Contract: [Date, from Contract]</p>
<p>Bond</p> <p>Bond Amount: [Amount]</p> <p>Date of Bond: [Date]</p> <p><i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: “None”

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between **City of Bonifay** (“Owner”) and **Palmer Electric Construction Co.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **The city of Bonifay shall make improvements to its potable water system and wastewater system by the installation of a new SCADA System.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The city of Bonifay shall make improvements to its potable water system and wastewater system by **the installation of a new SCADA System.**

ENGINEER

3.01 The Owner has retained **ARDURRA Group Inc** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **ARDURRA Group Inc**

ARTICLE 3—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **270** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **300** days after the date when the Contract Times commence to run.

4.04 *Milestones*

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1 [N/A]
2. Milestone 2 [N/A]
3. Milestone 3 [N/A]

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **\$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$1,000.00** for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. *Milestones*: Contractor shall pay Owner *N/A* for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 - 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, the lump sum of **EIGHT HUNDRED EIGHTEEN AND TWO HUNDRED AND FORTY-SEVEN DOLLAR (\$818,247.00)**.

ARTICLE 5—PAYMENT PROCEDURES6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the 25th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. **90%** percent of the value of the Work completed (with the balance being retainage).
 b. **90%** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95%** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **100%** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of **N/A** percent per annum.

ARTICLE 6—CONTRACT DOCUMENTS7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).

- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings (digital format) consisting of **15** sheets with each sheet bearing the following general title: ***BONIFAY RIF: WATER & WASTEWATER SCADA SYSTEM***
- 7. Addenda (numbers **2** to **2**, inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
- 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 7—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the

Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

- 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner: _____
City of Bonifay
(typed or printed name of organization)

Contractor: _____
Palmer Electric Construction Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
Larry Cook
(typed or printed)

Name: _____
Kim David Palmer
(typed or printed)

Title: _____
Mayor
(typed or printed)

Title: _____
President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
Cheryl Peterson
(individual's signature)

Title: _____
(typed or printed)

Title: _____
Office Manager
(typed or printed)

Address for giving notices:
301 J Harvey Ethridge St, Bonifay, FL 32425

Address for giving notices:
1023 N. Beverlye Rd. Dothan, Alabama

Designated Representative:
Name: _____
(typed or printed)

Designated Representative:
Name: _____
Kim David Palmer
(typed or printed)

Title: _____
(typed or printed)

Title: _____
President
(typed or printed)

Address:

Address:

1023 N. Beverlye Rd. Dothan, Alabama

Phone: _____

Phone: _____
334-792-8473

Email: _____

Email: _____
dpalmerelectric@comcast.net

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____
Alabama

PERFORMANCE BOND

<p>Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor’s principal place of business]</p>	<p>Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety’s principal place of business]</p>
<p>Owner Name: City of Bonifay Mailing address (<i>principal place of business</i>): 301 J Harvey Ethridge St, Bonifay, FL 32425</p>	<p>Contract Description (<i>name and location</i>): [Owner’s project/contract name, and location of the project] Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]</p>
<p>Bond Bond Amount: [Amount] Date of Bond: [Date] (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>) Modifications to this Bond form: <input type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
 - 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

- 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
 14. Definitions
 - 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance

or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

Modifications to this Bond are as follows: “**None**”

RESOLUTION 2026-01

“A RESOLUTION OF CITY OF BONIFAY FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE.”

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW30014 as eligible for available funding; and

WHEREAS; the City of Bonifay, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Bonifay, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are *net water, sewer, and sanitation system revenues* after payment of debt service on the following obligations:

- a) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1985A issued in the amount of \$520,300.00, pursuant to Resolution No. 83-50 (passed October 24, 1983), under which the lienholder is the United States Department of Agriculture, being USDA Loan Number 92-01;
- b) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1985B issued in the amount of \$100,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, being USDA Loan Number 92-03;
- c) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1989A issued in the amount of \$1,498,100.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-06;

- d) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 1989B issued in the amount of \$427,600.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-08;
- e) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2005A issued in the amount of \$1,436,300.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 91-12; and
- f) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2005B issued in the amount of \$246,700.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 91-13;
- g) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2010A issued in the amount of \$51,081.32, pursuant to ordinance, under which the lienholder is the State of Florida Dept. of Environmental Protection State Revolving Loan Fund (Funding Number 300110), and the actual revenues pledged are water and sewer revenues;
- h) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2010B issued in the amount of \$60,023.20, pursuant to ordinance, under which the lienholder is the State of Florida Dept. of Environmental Protection State Revolving Loan Fund (Funding Number 300111), and the actual revenues pledged are water and sewer revenues; and
- i) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2012A dated October 26, 2012, issued in the amount of \$2,244,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-15; and
- j) The City of Bonifay, Florida, Water and Sewer System Revenue Bonds, Series 2012B dated October 26, 2012, issued in the amount of \$145,000.00, pursuant to ordinance, under which the lienholder is the United States Department of Agriculture, and being USDA Loan Number 92-18.

The revenues are hereby pledged, subject to the foregoing prior pledges of revenue.

SECTION IV. The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is _____, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this 20th Day of January, 2025.

ATTEST

APPROVED AS TO FORM AND LEGALITY

Deputy City Clerk

City Attorney

Mayor

RESOLUTION NO. ____

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE MUNICIPAL SMALL COUNTY OUTREACH PROGRAM (M-SCOP) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City of Bonifay owns and maintains streets and associated rights-of-way within its jurisdiction; and

WHEREAS, the City of Bonifay is designated as a “Rural Area of Opportunity” under Section 288.0d56(7)(a), Florida Statutes. As a small, rural community, adequately addressing existing deteriorated street conditions places a financial hardship on the City and its’ citizens; and

WHEREAS, this funding shortfall creates a negative impact on both public and private development, creates a potential threat to public safety and threatens to negatively affect the economic sustainability of the City of Bonifay; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonifay the following:

M-SCOP applications for the candidate project(s) listed below are hereby approved for submission and endorsed as high priority infrastructure projects, which the City will maintain once developed.

- 1) Etheridge Street Drainage Improvements Project from W Pennsylvania Ave to W Iowa Avenue (approx. 1,357 feet).

The City of Bonifay hereby authorizes submission of an FDOT Municipal Small County Outreach Program (M-SCOP) project application for funding and is grateful for the opportunity; and

The Mayor, Vice-Mayor and Executive Assistant are hereby authorized to execute all documents required in connection with the preparation and submission of said application.

PASSED AND ADOPTED by the City of Bonifay City Council on this ____ day of March 2026.

ATTEST:

CITY OF BONIFAY

Tracy Walker, Finance/HR Director

Larry Cook, Mayor



BON24MF - Memorial Field Drainage

Opinion of Probable Cost

Item	Pay Item No.	Description	Unit	Quantity	Unit Price	Total Price
1	101-1	Mobilization	LS	1.0	\$ 22,500.00	\$ 22,500.00
2	102-1	Maintenance of Traffic (8%)	LS	1.0	\$ 38,098.61	\$ 38,098.61
3	104-10-3	Sediment Barrier	LF	595.0	\$ 3.35	\$ 1,993.25
4	0104-18	Inlet Protection System	EA	7.0	\$ 337.48	\$ 2,362.36
5	110-1-1	Clearing and Grubbing	AC	0.8	\$ 11,000.00	\$ 8,756.00
6	110-4-10	Removal of Existing Concrete	SY	556.0	\$ 48.91	\$ 27,193.96
7	120-1	Excavation	CY	100.0	\$ 15.00	\$ 1,500.00
8	N/A	Cut and Patch / Pot Hole Repair in areas with no utility repairs. Includes OBG-12, 2" of SP 12.5, TLB for area repair	SY	110.0	\$ 180.00	\$ 19,800.00
9	334-1-12	Superpave Asphaltic Conc., Traffic B (1")	TN	241.0	\$ 206.00	\$ 49,646.00
10	0425-1-711	Inlets, Gutter, Type V, <10'	EA	2.0	\$ 8,500.00	\$ 17,000.00
11	0425-1-581	Inlets, Gutter, Type H, <10'	EA	1.0	\$ 9,500.00	\$ 9,500.00
12	0425-1-541	Inlets, Gutter, Type D, <10'	EA	4.0	\$ 8,125.00	\$ 32,500.00
13	0425-5	Manhole, Adjust	EA	3.0	\$ 1,930.00	\$ 5,790.00
14	0425 6	Adjust/Raise Water Valve	EA	1.0	\$ 1,617.51	\$ 1,617.51
15	0430-174-118	Pipe Culvert, Opt. Material, Round, 18" S/CD	LF	6.0	\$ 210.00	\$ 1,260.00
16	0430-174-124	Pipe Culvert, Opt. Material, Round, 24" S/CD	LF	808.0	\$ 239.00	\$ 193,112.00
17	0430-174-218	Pipe Culvert, Opt. Material, Other Shape - Ellip/Arch, 18" SD	LF	123.0	\$ 260.00	\$ 31,980.00
18	0430-984-625	Mitered End Section, Optional - Elliptical 14"x24" DBL SD	EA	1.0	\$ 3,800.00	\$ 3,800.00
19	520-1-10	Concrete Curb and Gutter, Type F	LF	44.0	\$ 61.95	\$ 2,725.80
20	522-1	Concrete Sidewalk and Driveways, 4" Thick	SY	79.0	\$ 106.28	\$ 8,396.12
21	522-2	Concrete Sidewalk and Driveways, 6" Thick	SY	192.0	\$ 116.29	\$ 22,327.68
22	0527-2	Detectable Warnings	SF	30.0	\$ 60.00	\$ 1,800.00
23	570-1-2	Performance Turf, Sod	SY	2,556.0	\$ 6.00	\$ 15,336.00
24	700-1-11	Single Post Sign	AS	14.0	\$ 503.41	\$ 7,047.74
25	700-1-60	Single Post Sign, Remove	AS	13.0	\$ 250.00	\$ 3,250.00
26	0711-11-224	18" Solid, White, Thermoplastic	LF	56.0	\$ 15.00	\$ 840.00
27	0711-16-201	Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	GM	0.023	\$ 6,112.85	\$ 138.95
28	0711-11-160	Thermoplastic, White, Message, or Symbol	EA	9.000	\$ 208.71	\$ 1,878.39



BON24MF - Memorial Field Drainage						
Opinion of Probable Cost						
Item	Pay Item No.	Description	Unit	Quantity	Unit Price	Total Price
29	0711-11-421	Thermoplastic, Standard, Blue, Solid, 6"	LF	342.0	\$ 8.66	\$ 2,961.72
30	711-11-125	24" Solid, White, Thermoplastic, Stop Bars	LF	122.0	\$ 8.18	\$ 997.96
31	711-16-101	6" Solid, White, Thermoplastic	GM	0.118	\$ 6,111.92	\$ 721.21
32	999-25	Initial Contingency Amount	LS	1.0	\$ 130,000.00	\$ 130,000.00
Total						\$ 666,831.25

Last Updated: 02/27/2026