



AGENDA

CITY COUNCIL MEETING – REGULAR SESSION MONDAY, FEBRUARY 27, 2023 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. Regular Session 02-13-23

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.

VI. OLD BUSINESS

- A. Impact Fee Study - Bob Mearns
- B. Panhandle Patriotic Celebration - Emily McCann
- C. Mediacom Franchise Agreement - Emily McCann
- D. City Hall Renovation Plans - Ryan Martin
- E. 79 Corridor RFP - Ryan Martin

F. Fire Station Bond Claim - Ryan Martin

VII. NEW BUSINESS

A. Hiring Recommendation for Andrew Newton - Matthew Perry

B. Bids - Hubbard Street Repairs

C. RESOLUTION 23-05 2023 ELECTION

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

IX. ANNOUNCEMENTS

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.

**REGULAR SESSION
FEBRUARY 13, 2023**

The City Council of the City of Bonifay met in Regular Session February 13, 2023 in the City Council Meeting Room.

Members present were: Mayor Travis Cook, Vice-Mayor Ryan Martin, Councilwoman Sierra Smith, Councilwoman Dr. Emily McCann, and Councilman Rick Crews. City Employees present were City Clerk Rickey Callahan, City Attorney Michelle Blankenship-Jordan, City Superintendent Trey Barbee, Chief of Police Chris Wells, Code Enforcement Officer Rodney Coffey, and Chief Plant Operator Matt Perry. Fire Chief Larry Cook was also in attendance.

Mayor Travis Cook called the meeting to order at 6:00PM. Vice-Mayor Ryan Martin gave the Invocation and led the Pledge of Allegiance.

ACTION:

Councilwoman Sierra Smith offered a motion to approve the agenda with the addition of VI D, Final Pay Request & Notice of Substantial Completion of Eureka Square Parking Lot, seconded by Vice-Mayor Ryan Martin. Motion carried 5-0.

ACTION:

Vice-Mayor Ryan Martin offered a motion to approve the minutes of the Regular Session January 23, 2023 and the minutes of the Special Session January 30, 2023, seconded by Councilwoman Dr. Emily McCann. Motion carried 5-0.

Under Public Addressing the Council Pastor Ed Bell of Northside Assembly of God Church asked the Council to consider enlarging the size of the culvert at the north end of Rangeline Street where it

intersects with W. North Avenue due to flooding of the area of the church building during heavy rains. City Superintendent Trey Barbee will take a look at the problem with a City Engineer and make a recommendation to the Council as to a solution.

Ms. Heather Shelby, Chair of Waukesha Way asked the Council for direction regarding the funds provided to Waukesha Way by the Council for donations as to what type organizations would qualify. It was agreed that the donations could be used County-wide to volunteer non-profit groups. Ms. Shelby spoke about Waukesha Way considering helping with the Panhandle Patriotic Celebration Fireworks Show, and was advised the Bonifay Fire Department has offered to handle the fireworks show contingent on funding. Ms. Shelby also asked for permission for Waukesha Way to hold a cornhole tournament Saturday, March 25, 2023 at Veteran's Memorial Park.

ACTION: A motion was offered to approve the request by Vice-Mayor Ryan Martin, seconded by Councilwoman Sierra Smith. Motion carried 5-0.

Amir Zafar with Mott McDonald appeared before the Council concerning the SRF Water Improvements Phase I & Phase II bid recommendations. He recommended that the Council accept the low bid from GCUC Utility Contractors, and negotiate with the contractor for as much work as possible for the money provided in the grant.

ACTION:

Councilwoman Dr. Emily McCann offered a motion to move forward with the recommendation of the engineer, seconded by Vice-Mayor Ryan Martin. Motion carried 5-0.

ACTION:

Councilwoman Dr. Emily McCann offered a motion to have another person act as Code Enforcement Officer rather than Officer Rodney Coffey based on the advice of the City Attorney. Councilwoman Sierra Smith offered a second. Motion carried 3-2, with Vice-Mayor Ryan Martin and Councilman Rick Crews voting No.

ACTION:

Councilwoman Dr. Emily McCann offered a motion to table City Hall Renovations (Plans), seconded by Vice-Mayor Ryan Martin. Motion carried 5-0.

Thomas Brannon with Dewberry Engineers recommended the Council approve the final pay request from Premier Paving and Notice of Substantial Completion of the Eureka Square Parking Lot.

ACTION:

Councilwoman Dr. Emily McCann offered a motion to approve the recommendation contingent on receiving a refund check from Dewberry Engineering for an overpayment due to the sidewalk issue. Motion was seconded Councilwoman Sierra Smith. Motion carried 5-0.

Councilwoman Sierra Smith advised the Council that she is working with Waukesha Way to help separate the Waukesha Way funds from the Tyler Erickson Memorial Scholarship Golf Tournament money into a separate account set up for the scholarship money.

City Clerk Rickey Callahan presented a letter from the Florida Rural Water Association to perform a Water and Wastewater Impact Fee Study for \$5,500.

ACTION:

A motion was offered by Councilwoman Dr. Emily McCann to table the issue. A second was offered by Councilman Rick Crews. Motion carried 5-0.

City Superintendent Trey Barbee requested the Council approve the purchase of a fire hydrant with accessories in the amount of \$4,225.77.

ACTION:

A motion to approve the purchase by Councilwoman Dr. Emily McCann, seconded by Vice-Mayor Ryan Martin. Motion carried 5-0.

Under item “Franchise Agreement with Mediacom” City Attorney Michelle Blankenship-Jordan stated that there should be an Ordinance pertaining to the Franchise. City Clerk Rickey Callahan will bring it back to a future meeting.

On the advice of the City Attorney the Council set a “Town Hall Meeting” for February 27, 2023 at 5:00PM to discuss the upcoming City Election and provide information on the Seats and Terms of each Seat.

ACTION:

Vice-Mayor Ryan Martin offered a motion to nominate Councilman Rick Crews to the Emerald Coast Regional Council Board, seconded by Councilwoman Emily McCann. Motion carried 4-1 with Councilman Crews voting No.

ACTION:

Mayor Travis Cook offered a motion to table the item “Hiring Recommendation – Chief Chris Wells”, seconded by Councilwoman Sierra Smith. Motion carried 5-0.

No action was taken on “Fire Station Bond Claim”.

City Clerk Rickey Callahan presented a proposal from Florida Power and Light to swap out regular lights at Veteran’s Memorial Park with LED lights.

ACTION:

Motion by Vice-Mayor Ryan Martin to accept the proposal and to ask that three lights at the Bonifay Fire Station also be swapped out. Motion was seconded by Councilwoman Sierra Smith. Motion carried 5-0.

City Clerk Rickey Callahan advised the Council that Waste Pro advised that they had applied a CPI increase of 10% to their pricing for garbage pickup for the City, and that the Council may need to look at increasing rates.

Emily McCann suggested the City have a Facebook page to promote and make announcements on behalf of the City. City Attorney Michelle Blankenship-Jordan advised that there should be policies adopted concerning the use of the page, and that she would check and see what other cities used.

Councilwoman Sierra Smith asked to represent the City Council at the next Charter Review Committee meeting with no opposition.

Vice-Mayor Ryan Martin advised that the 79 Corridor Project Board had voted to have a workshop on March 6, 2023 on the RFP the City had submitted for Board Clerk Services. He also said that since the RFP

advertisement the Board has changed the number of meetings per year, and that the City of Bonifay provided the only RFP received.

Sergeant Jody Long of the Bonifay Police Department presented awards for years of service to the following Officers:

Police Chief Chris Wells – 25 years

Officer Chuck White – 33 years

Officer Rodney Coffey – 30 years

Officer Betty Sims – 25 years

Officer Raymond Grimbley – 20 years

Sergeant Jody Long – 35 years

Mayor Travis Cook adjourned the meeting at 7:43PM.

FLORIDA RURAL WATER ASSOCIATION

2970 Wellington Circle • Tallahassee, FL 32309-7813
(850) 668-2746

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December 21, 2022

Mayor Travis Cook
Vice Mayor Ryan Martin
City of Bonifay
301 J Harvey Etheridge St
Bonifay, FL 32435
Office: 850-547-4238
Email: travis.cook@cityofbonifay.com; ryan.martin@cityofbonifay.com

**RE: Offer to Perform a Water & Wastewater Impact Fee Study
City of Bonifay, Holmes Co., PWS: 1300083 Facility ID: FLA0027731**

Dear Mr. Cook and Mr. Martin:

Florida Rural Water Association is pleased to offer the City of Bonifay a Water and Wastewater Impact Fee Study as a membership benefit. The Water and Wastewater Impact Fee Study will include a review of water and wastewater expenses, revenues, asset values, as well as future expenditures and will provide recommendations regarding Impact Fees.

The value of the impact fee we are offering is generally accepted to be between \$35,000 and \$45,000 if the City of Bonifay were to use a consultant. Since we provide this service as a membership benefit, we ask you provide a **\$5,500** contribution to FRWA in aid of engineering assistance and ask you to collect, organize and summarize your utility's data, see attached list. Please provide \$3,300 upfront and the remainder will be invoiced as the project proceeds.

Once the data has been collected it will be my pleasure to sit down with you, review each item, and assist you as necessary in summarizing / compiling the necessary information. Please provide ALL information listed below and respond to each item – should there be data that is not readily available, please make a note so that we may discuss the subject, and possibly provide an informed estimate the answer. The Impact Fee Study will be only as accurate as the information provided.

When the Impact Fee Study is completed, we would recommend a Board Workshop be scheduled to discuss the Impact Fee Study and Fiduciary Responsibilities and Issues – please allow at least 60-minutes for this activity (90-minutes if this is a difficult issue). Our portion is normally about 30-minutes with the remainder for questions and answers.

FRWA will defend against Rate and Fee Study Challenges. We also will provide technical support (at cost) during any court challenge defense including being expert witnesses. FRWA personnel have extensive experience in conducting rate studies and financial planning for hundreds of water utilities across the state.

As a result of this experience, we are very familiar with local, regional and statewide issues and challenges that utilities face and we are able to provide our members with a variety of solutions for fiscal planning and pricing needs. Our experience allows us to see utility issues from different perspectives and to ensure value-added solutions.

1. FRWA rate and fee studies have never had a legal challenge!
2. FRWA rate and fee studies are performed using a sound rational and methodical procedures based on actual financial cost records provided by the utility.
3. FRWA rate and fee studies are performed using tested utility industry standards – American Water Works Association Manuals of Practice M1 - Water Rates, M26 - Water Rates & Related Charges, M34 - Alternative Rates, M35 - Revenue Requirements, Water Rates, Fees and the Legal Environment, US EPA Guidance Manuals, etc.
4. FRWA rate and fee studies are performed using a strong legal footing under Florida Statutes and case law.

FRWA Priorities. We work on projects based on the following priorities: (1) First come, first served; (2) Readiness to proceed and completeness of data -- send all items listed above; (3) Need. Systems with regulatory compliance issues have priority. Economically challenged systems have priority - if you can hire a consulting firm, you are encouraged to do so. Community water systems, schools, churches, daycares, public facilities, etc. have priority over businesses; (4) Cooperation and appreciation for services; and (5) you must be a FRWA Member.

Information Needed From You. Before we will begin to work on your project we need the following information. Missing information is likely to delay your project so if you have ANY questions or concerns please call us soonest! If you need help please ask your FRWA Circuit Riders.

1. **Sign and return the Attached Agreement.** Please sign the FRWA Engineering Assistance Agreement below and return it to FRWA.
 - Once we have the signed agreement we will send an invoice with a link to pay the \$3,300 contribution on-line (or you can mail a check for that amount).
 - The remainder to be invoiced as work progresses.
 - When work is complete, FRWA will send a DRAFT of the Development Charge Study along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Development Charge Study to you.
2. **Current Water and Sewer Rates, Impact, and Other Fees.** Please send your current fee schedule including connection, turn-offs, turn-ons, late fees, etc.
3. **Water System Maps.** Please provide a complete Water System Map.
4. **Wastewater System Maps.** Please provide a complete Wastewater System Map.

5. **Copy of any recent water or wastewater system improvement plans.**
6. **Water Main Distribution Asset Inventory.** *Do you have a Water Main Distribution Asset Inventory?* We need to know the following about your water system. Please provide the *BEST* information that you have about your infrastructure assets, in addition to any items that have already been provided for the Asset Management Plan.
 - Water Main Pipe Diameters,
 - Pipe Materials,
 - Lengths (feet),
 - Estimated Age (years), and
 - Condition (evaluation of the condition - excellent, good, poor, needs replacement or rehabilitation, etc.)
 - If you do not have an evaluation of age or condition please provide estimated range and percentages for component ages and conditions (i.e. 25% are 35-years old or 40% are in good condition. Your assessment would be very helpful!
7. **Wastewater Collection System Asset Inventory.** *Do you have a Wastewater Collection System Inventory?* We need to know the following about your wastewater system. Please provide the *BEST* information that you have about your infrastructure assets, in addition to any items that have already been provided for the Asset Management Plan.
 - Lift Stations,
 - Neighborhood Lift Stations
 - Regional / Master Lift Stations
 - Manholes,
 - Gravity Sewer Diameters, Pipe Materials, Lengths (feet),
 - Force Main Diameters, Pipe Materials, Lengths (feet),
 - Estimated Age (years), and
 - Condition (evaluation of the condition - excellent, good, poor, needs replacement or rehabilitation, etc.)
 - If you do not have an evaluation of age or condition please provide estimated range and percentages for component ages and conditions (i.e. 25% are 35-years old or 40% are in good condition. Your assessment would be very helpful!
8. **Proposed WWTP Expansion.** Please describe or provide any Proposed WWTP Expansion and date of expansion.
9. **24+ Photographs of the Water & Wastewater Treatment Plants.**
 - We need panoramas and close-ups of the facilities, tanks, pumps, and piping, enough to see what's going on.
 - The overall shots (panoramas) to give a sense of what is around on the property.
 - The more photos we get the better - take pictures of EVERYTHING.
 - This doesn't take a lot of time to take these photos. We don't often have time to visit every site (so we can help more folks) so the photographs represent a visual site tour,

- We recommend using free file transfer services such as wetransfer.com, docs.google.com, or dropbox.com to send photos.

FRWA already has or will collect information about your Water and Wastewater System:

1. Monthly Operating Reports (MORs) for the last 5-years. We will use the FDEP database to download a several years of MORs showing Average Daily Demand (ADD) and Maximum-Day Demands (MDD) -- quantities of finished water produced.
2. Most recent Sanitary Survey. We will use the FDEP database to download this inspection report.
3. Discharge Monitoring Reports (DMRs) for the last 10-years.
4. WWTP Permit Renewal Application Package

Options For Your Project: As we described, you have several options to obtain the required Engineering Assistance you need for your system:

1. You can always hire a consulting firm to do the work for you!
 - If you need immediate assistance or cannot wait for FRWA Engineers to get to your project.
2. You can ask FRWA to assist you as a membership benefit:
 - Make a **\$5,500** contribution to support FRWA's Engineering Program
 - Please provide \$3,300 upfront and the remainder to be invoiced as work progresses.
 - When work is complete, FRWA will send a DRAFT of the Development Charge Study along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Development Charge Study to you and FDEP.
 - You must **commit to doing some of the footwork yourself**
 - You must be a **FRWA Member** and commit to long-term membership
 - We ask that you **be patient** – we have lots of work and few engineers
 - ~~You agree to hold FRWA harmless for our assistance efforts (does not apply to cities, counties, and governmental entities)~~

Please sign the FRWA Engineering Assistance Agreement attached and return it to us for our files. Because you have requested FRWA's Engineering Assistance you should be willing to enter into this agreement and acknowledge that FRWA is non-profit membership association and this service is a membership benefit. FRWA is dedicated to assisting water systems provide Floridians with an ample affordable supply of high quality water.

Please sign the FRWA Engineering Assistance Agreement attached and return it to us for our files.

Sincerely,

Peyton Piotrowski

Peyton Piotrowski
FRWA State Engineer

Copy: Sterling L Carroll, P.E., Scott Phillips, Stephon Boncek, FRWA
Katherine Van Zant, David Bolam, Saltus Engineering, Inc.

Please review sign and return the acknowledgment below:

FRWA Engineering Assistance Agreement / Acknowledgment

The **City of Bonifay** (hereafter referred to as “FRWA Member”) requests FRWA's assistance and by doing so willingly and freely enters into this agreement for FRWA membership assistance with **Water and Wastewater Impact Fee Study**.

This agreement is made upon the express condition that the FRWA Member agrees to hold the Florida Rural Water Association, its agents, employees, and consultants harmless for any loss, damage, expense, cost, or legal liability. **The FRWA Member understands it can hire a consulting firm to do the work at any time in lieu of making a \$5,500 contribution to support FRWA's Engineering Program.**

Please send \$3,300 upfront and the remainder to be invoiced as work progresses. Once we have the signed agreement we will send an invoice with a link to pay the \$3,300 contribution on-line (or you can mail a check for that amount).

When work is complete, FRWA will send a DRAFT Final Report along with a final invoice. Once final payment is received, FRWA will release the signed and sealed Final Deliverable to you.

The FRWA Member acknowledges that FRWA is non-profit membership association dedicated to assisting water and wastewater systems provide Floridians with an ample affordable supply of high quality water.

Further the FRWA Member agrees to commit to gather the data, maps, and information about its own system; and recognizes the backlog of work and is willing to be patient until FRWA can get to its project; and appreciates this membership service.

The FRWA Member has the option to hire an engineering consultant at any time, if the project cannot wait for FRWA Engineers' availability – FRWA would be happy to provide a refund.

FRWA Member: City of Bonifay

Signature: _____ Date: _____

Please RSVP by January 21, 2023! Because FRWA engineering services are in high demand we ask for your response to this offer within 30-days. After 30-days, your project will be removed from our list.

If you need more time for your decision-making process just let us know.

We understand if you choose to proceed in another way and support you in that decision. We're always here to assist water and wastewater systems. Please drop a quick line to let us know or sign the agreement and return it to us. If we have not heard from you within 30-days we will assume that this offer has expired and remove your system off our list of utilities desiring FRWA engineering services.

Mediacom Southeast LLC ("Mediacom") **City of Bonifay** ("Customer") Federal Tax ID #: 59-6000280 Billing Address: 301 N Etheridge, Bonifay, FL 32425 Premises: The real estate and improvements commonly known as City of Bonifay located at 301 Harvey Etheridge St, Bonifay, FL 32425 (the "Premises").

*** For those customers purchasing Business Phone Services please be aware that Company contracts with its affiliate Complete, for the provision of those services. Customers not purchasing Business Phone Services may disregard this statement.

Mediacom operates a cable television system serving an area that includes the Premises (the "System"). The television programming, Internet access, Business Phone and other services that Mediacom from time to time offers to subscribers through the System are referred to as "Mediacom Services." Customer agrees to purchase from Mediacom, during the Service Term specified below, the Mediacom CATV Service, Mediacom Online Service and/or Mediacom Business Phone (collectively, the "Services") solely for use by Owner, employees and invitees while on the Premises. This Agreement contains the terms for Customer's use of the Mediacom Services it orders as provided below. References to "this Agreement" are to the following, collectively: (i) this form, (ii) the referenced General Terms (the "General Terms"), (iii) any Operating Policies applicable to the users of any Mediacom Service generally, (iv) in the case of Mediacom Business Phone, tariffs, and (v) any other terms that are made applicable to any such Mediacom Service pursuant to the General Terms or such Operating Policies, tariffs or Service Guide, in each case as amended, supplemented or otherwise modified from time to time in accordance with the provisions of this Agreement.

Service:	Service Term: 3 year	Quantity	Monthly Rate/Service	Total Monthly Rate	Installation Fee/Set Up
Business Bundles:					
Small Business Bundle* (1-4 lines w/ unl. LD)	Number of lines: N/A		\$	\$ 0.00	\$
Internet Service Included: N/A					
Internet Access Services:					
High Speed Data* 105/10	1	\$ 299.95	\$ 299.95	\$ 99.95	
Static IP Addresses: N/A		\$	\$ 0.00	\$	
Commercial Wi-fi Router/Modem service (not compatible with static IP)	1	\$ 5.99	\$ 5.99	\$ 0.00	
Web Hosting Service N/A		\$	\$ 0.00	\$	
Telephone Services:					
Primary Phone Lines – includes nationwide long distance		\$	\$ 0.00	\$	
Additional Phone Lines:		\$	\$ 0.00	\$	
Additional Basic Line (\$0.045/min LD)		\$	\$ 0.00	\$	
Additional White Page Listing (additional listings are \$6.99/month)		\$	\$ 0.00	\$	
Toll Free Service Interstate Rate \$0.02 Intrastate Rate N/A Billing 18/6		\$	\$ 0.00	\$	
Video Services					
Basic Service N/A includes N/A		\$	\$ 0.00	\$	
Additional Outlets		\$	\$ 0.00	\$	
Additional Equipment N/A		\$	\$ 0.00	\$	
DVR Service		\$	\$ 0.00	\$	
Digital Music Choice		\$	\$ 0.00	\$	
Total Monthly and Installation Fee					
Other Services					
N/A		\$	NA	NA	N/A
N/A					

Monthly Rate and listed charges do not include federal, state and local taxes, copyright fees, FCC fees, franchise fees or pass-throughs and other governmental charges or surcharges from time to time levied upon the services or other items furnished, which will be added to invoices and are due upon activation of the applicable service. Any promotional rate applies for the stated number of months, after which the regular rate applies. If no promotional rate is indicated, regular rate applies throughout Service Term.

* THIS SERVICE TERM INCLUDES AN AUTOMATIC MONTHLY RATE INCREASE ON PRODUCT BUNDLE OR SERVICE EFFECTIVE ON EACH ANNIVERSARY OF START DATE THROUGHOUT THE SERVICE TERM. THE MONTHLY RATE WILL INCREASE BY \$10 (TEN DOLLARS) EACH ANNIVERSARY IF SERVICE TERM EQUALS 3 YEARS AND BY \$5 (FIVE DOLLARS) EACH ANNIVERSARY IF SERVICE TERM EQUALS 5 YEARS.

START DATE; EVALUATION PERIOD: Promptly after the Effective Date (as defined below), Mediacom will conduct a more detailed evaluation of the actions and items (such as easements) needed to provide Service and a more precise accounting of its related costs, and Mediacom may determine, based on such evaluation, that it cannot or is unwilling to provide the Service on the terms stated herein. Accordingly, by notice to Customer given within 20 business days after the Effective Date, Mediacom may elect to terminate this Agreement without further liability or obligation. If Mediacom does not exercise such termination right, it will provide Customer with an estimate of the Start Date (as defined below) and any construction costs associated with providing Service. Unless otherwise agreed to, construction costs are recovered in the price of the Service. However, in the event that Customer cancels the Service between the Effective Date and the Start Date and Mediacom has expended dollars to construct to Customer, Customer agrees to reimburse Mediacom for such construction costs as a condition of cancellation. Mediacom will advise Customer of a new estimated Start Date if it becomes aware that there will be a significant delay beyond the original estimated date. If the Start Date does not occur within 90 days after the original estimated Start Date, Customer may, as its sole right and remedy, terminate this Agreement by giving Mediacom written notice within seven days after such 90-day period expires, unless the delay results from Customer's act or omission or any force majeure event. The Start Date will be the first date that the Service is made available by Mediacom for regular use at the Premises as specified in a written notice from Mediacom to Customer.

30 DAY MONEY BACK GUARANTEE: Customers who are not 100% satisfied with any Mediacom Business service may disconnect during the first 30 days and receive a full refund of the monthly service fee and standard installation fee actually paid. Equipment must be returned within 7 days of termination. Non-standard installation charges, such as construction costs, are additional costs and are not part of the 30-day money back guarantee. Guarantee does not apply to Fiber, PRI or Bulk (Fiber / HSD) services.

SERVICE AND AGREEMENT TERMS: Unless earlier terminated pursuant to this Agreement, for billing purposes, begins on the Start Date and ends the number of months in Service Term following the Start Date. This Agreement will automatically renew at the then current rates for successive one-month terms (each, a "Renewal Term", with all Renewal Terms and the Initial Term collectively being the "Term") upon the expiration of the Initial Term or any Renewal Term, unless earlier terminated pursuant to this Agreement or either party notifies the other in writing at least 30 days prior to the end of the then-current term that it does not wish to renew.

By its signature below, each party acknowledges that it has read this Agreement (including the General Terms and incorporated terms located at http://www.mediacombusiness.com/files/MediacomBusiness_General_Terms_4.pdf) and agrees to its terms effective as of date signed by Customer (Effective Date).

Mediacom Southeast LLC

By: Douglas Frank
Douglas Frank (Jul 12, 2017)

Printed Name: Douglas F. Frank

Title: Group Vice President

Name(s) of Authorized Account Representatives for Customer: Lance Russell

050117

CUSTOMER: CITY OF BONIFAY

By: James E. Sims
James E. Sims (Jul 12, 2017)

Printed Name: _____

Title: Mayro

Version jd

March 4, 2022

Mayor James E. Sims Jr.
 City of Bonifay, FL
 301 J. Harvey Etheridge St.
 Bonifay, FL 32425

Dear Mayor,

The purpose of this letter is to inform you that, on or about April 7, 2022, Mediacom will be implementing the following programming changes and rate adjustments:¹

Product:	Old Rate:	New Rate:	Net Change:
Local Broadcast Station	\$21.45	\$21.79	\$0.34
Surcharge ²			

The change in the Local Broadcast Station Surcharge is the result of a true up of the costs we estimated Mediacom would pay to retransmit local broadcast stations like ABC, CBS, FOX and NBC.

Mediacom appreciates the opportunity to continue to serve your community's telecommunications needs. If you have any questions, please contact me directly at 850-382-5228 or mbrown@mediacomcc.com.

Yours sincerely,

Mitchell Brown
 Government Relations Manager – Coastal Region
mbrown@mediacomcc.com
 1613 Nantahala Beach Road
 Gulf Breeze, Florida 32563
 Cell: 850-382-5228
 Office: 850-934-2576

¹ Depending on the terms of each customer's promotional package, these rate changes may not impact a customer until their current promotional package expires.

² Mediacom bills monthly in advance. As a result, the changes for the Local Broadcast Surcharge are based on our best estimate of the cost increases our company will incur for broadcast programming. Mediacom will "true up" customer bills in a subsequent month if it turns out that our estimate was too high or too low.

ORDINANCE NO. 298

AN ORDINANCE GRANTING TO FRANCHISEE, THE NON-EXCLUSIVE RIGHT TO ERECT, MAINTAIN AND OPERATE IN, UNDER, OVER, ALONG, ACROSS THE STREETS, LANES, AVENUES, SIDEWALKS, ALLEYS BRIDGES, HIGHWAYS, EASEMENTS DEDICATED FOR COMPATIBLE USES AND OTHER PUBLIC PLACES IN THE CITY OF BONIFAY, FL. AND THE SUBSEQUENT ADDITIONS THERETO, TOWERS, CABLES AND ANCILLARY FACILITIES FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING AND REPAIRING BROADBAND TELE-COMMUNICATIONS NETWORK, TRANSMISSION AND DISTRIBUTION BY CABLE OF TELEVISION SIGNALS FOR A PERIOD OF FIVE (5) YEARS REGULATING THE SAME AND PROVIDING FOR COMPENSATION OF THE COUNTY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF BONIFAY, FL.
USA

SECTION I. - DEFINITIONS

For the purposes of this Ordinance, the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- A. "Basis Cable Service" means the service tier which includes the re-transmission of local broadcast signals.
- B. "Grantor" is the GOVERNING BODY OF THE CITY OF BONIFAY, FL.
- C. "Council" is the CITY OF BONIFAY.
- D. "System" is a system utilizing certain electronic and other components which deliver to subscribing members of the public various broadband telecommunications services.
- E. "Cable Television Reception Service" means the delivery by Franchisee to television receivers (or any other suitable type of electronic terminal or receiver) of the electronic signals and other communications services carried over said system.
- F. "FCC" shall mean the Federal Communications Commission.
- G. "Franchisee" is U.S. CABLE TELEVISION or anyone who succeeds it in accordance with the provision of this Ordinance.
- H. "Person" is any person, firm, partnership, association, corporation or organization of any kind and any other legally recognized entity.

- I. "Subscribers" are those persons contracting to receive cable television reception services furnished under this Ordinance by Franchisee.

SECTION II. - GRANT OF NON-EXCLUSIVE AUTHORITY

- A. There is hereby granted by Grantor to Franchisee and its successors, assigns or designees, the non-exclusive right to erect, maintain and operate in, under, over, along, across and upon the present and future streets, lanes, avenues, sidewalks, alleys, bridges, highways, easements dedicated for compatible uses and other public places in the CITY, and subsequent additions thereto, towers, poles, lines, cable, wires, manholes and all other fixtures and equipment necessary for the maintenance and operation of a System for the purpose of transmission and distribution of analog and digital, audio, visual, electronic and electric impulses in order to furnish television and radio programs and various other communications services for a period ending July 15, 2001, commencing from and after the effective date of this Ordinance.
- B. The right to use and occupy said streets, alleys, public ways and places for the purposes herein set forth shall not be exclusive.
- C. Grantor shall not permit any person to provide services similar to those provided by Franchisee without first having secured a non-exclusive franchise from Grantor. Such franchise shall be upon substantially the same terms and conditions with the same obligations and burdens, as contained herein.
- D. In the event that a non-franchised multi-channel video programmer provides service to residents of the community, the Franchisee shall have a right to request Franchise Agreement amendments that relieve the Franchisee of regulatory burdens that create a competitive disadvantage to the Franchisee. In requesting amendments, the Franchisee shall file a petition seeking to amend the franchise. Such petition shall: I) indicate the presence of a non-franchised competitor (s). ii) identify the basis for Franchisee's belief that certain provisions of this Franchise Agreement place Franchisee at a competitive disadvantage, iii) identify the regulatory burdens to be amended or repealed in order to eliminate the competitive disadvantage. The Grantor shall not unreasonably withhold granting the Franchisee's petition and so amending the Franchise Agreement.

SECTION III. - COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Franchisee shall during the term hereof, except in those areas which have been preempted by the Communications Policy Act of 1984, as amended or which are regulated by the FCC, be subject to all lawful exercise of the regulating and police power of Grantor.

SECTION IV. - TERRITORIAL AREA INVOLVED

This Ordinance relates to the present territorial limits of Grantor and to any area annexed thereto during the term of this Ordinance. Franchisee shall not be required to service residents of newly annexed areas of Grantor that are beyond four hundred feet (400') from existing distribution lines except upon payment by such residents of the capital costs incurred by Franchisee in bringing service to such residents.

SECTION V. - LIABILITY AND INDEMNIFICATION

Franchisee shall, at all times, keep in effect the following types of coverage:

- A. Worker's Compensation.
- B. Property Damage Liability Insurance to the extent of Two Hundred Fifty Thousand Dollars (\$250,000.00) as to each occurrence and Two Hundred Fifty Thousand Dollars (\$250,000.00) aggregate, and Personal Injury Liability Insurance to the extent of Five Hundred Thousand Dollars (\$500,000.00) as to each occurrence and Five Hundred Thousand Dollars (\$500,000.00) aggregate. Excess Bodily Injury and Property Damage of One Million Dollars (\$1,000,000.00) each occurrence and One Million Dollars (\$1,000,000.00) aggregate. Automobile Bodily Injury and Property Damage Liability combined One Million Dollars (\$1,000,000.00) each occurrence.

Franchisee shall indemnify, protect, and save harmless Grantor from and against losses and physical damage to property and bodily injury or death to persons, including payments made under any Worker's Compensation law which may arise out of the erection, maintenance, use or removal of said attachments or poles within the territory of Grantor, or by any act of Franchisee, its agents or employees. Franchisee shall carry insurance in the above described amounts to protect the parties hereto from and against all claims, demands, actions, judgments, cost, expenses and liabilities which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage. Franchisee shall also carry such insurance as it deems necessary to protect it from all claims under the Worker's Compensation laws in effect that may be applicable to Franchisee. Insurance certificates evidencing such insurance coverage shall be deposited with and kept on file by the Grantor.

These damages or penalties shall include, but shall not be limited to, damages arising out of copyright, infringements, and all other damages arising out of the installation, operation, or maintenance of the System authorized herein, whether or not any act or omission complained of is authorized, allowed or prohibited by this Ordinance.

SECTION VI. - GENERAL SYSTEM SPECIFICATIONS

The facilities used by Franchisee shall have a minimum capacity of 300 MHz, and that 36 channels of entertainment and information will be available on the effective day of the Ordinance. The System shall also be capable of distributing color television signals, and

when the signals Franchisee distributes are received in color, they shall be distributed in color where technically feasible. PAY PER VIEW will be launched in the second quarter of 1996.

SECTION VII. - TECHNICAL STANDARDS

Franchisee shall be governed by technical standards established by the FCC.

SECTION VIII. - CUSTOMER SERVICE STANDARDS / OPERATION AND MAINTENANCE OF SYSTEM

- A. Franchisee shall render efficient service, make repairs promptly, and interrupt service only for good cause for the shortest time possible, such interruptions, insofar as possible, shall occur during periods of minimum use of the System.
- B. All service requests and complaints should be responded to promptly, generally within forty-eight (48) hours of receipt.
- C. Failure on the part of Franchisee to return a customer to service within forty-eight (48) hours of receipt of complaint will, upon request by the customer, result in the issuance of a credit to that customer's account for the portion of a month they were without cable service.

SECTION IX. - LOCAL BUSINESS AGENT

During the term of this franchise, and any renewal thereof, Franchisee agrees to maintain a local business agent and a local telephone line to be used by customers of the Franchisee to handle the receipt and investigation of complaints with respect to the quality of service, malfunctioning of equipment and other matters relating to the operation of the System.

SECTION X. - SERVICE TO SCHOOLS AND COUNTY

Franchisee shall, subject to the line extension provisions of Section IV, provide basic cable service at no cost to public and parochial elementary and secondary schools, at on terminal junction for educational purposes upon request of the school system.

Franchisee shall, subject to the line extension provisions of Section IV, also provide without charge, at one building other than a hospital, nursing home, apartment or building at the airport, to be selected by the Council, one junction terminal to said building and shall also furnish to the building, without charge, basic service to all sets connected within such building to the terminal junction.

SECTION XI. - ACCESS CHANNEL

The Franchisee shall provide one access channel for the transmission of community access broadcast programs by residents of Grantor and recognized community organizations, at no charge.

SECTION XII. - EMERGENCY USE OF FACILITIES

In the case of any emergency or disaster, Franchisee shall, upon request of the Council, make available its facilities to Grantor for emergency use during the emergency or disaster. If Grantor wishes to operate a Civil Emergency Alert System on a plan that is mutually acceptable to Grantor and Franchisee and provides Franchisee with the necessary equipment for such system, Franchisee will permit the emergency System to be used on the System. Further, Franchisee will maintain said equipment and provide for regularly scheduled testing by Grantor to insure that the equipment is functioning properly.

SECTION XIII. - SAFETY REQUIREMENTS

Franchisee shall, at all times, employ ordinary care and shall use and maintain commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

SECTION XIV. - LIMITATIONS ON RIGHTS GRANTED

- A. All transmission and distribution structures, lines and equipment erected by Franchisee within Grantor shall be located as to cause minimum interference with the proper use of streets, alleys and the public ways and places, and to cause minimum interference with the rights and reasonable convenience or property owners who adjoin any of the said streets, alleys or other public ways and places, and said poles or towers shall be removed by Franchisee whenever Grantor reasonably finds that the same restrict or obstruct the operation or location of any future streets or public places within Grantor.
- B. Construction and Maintenance of the System shall be in accordance with the provisions of the National Electrical Safety Code, prepared by the National Bureau of Standards, the National Electrical Code of the National Board of Fire Underwriters, and such applicable ordinances and regulations of Grantor, affecting electrical installation, which may be presently in effect, or change by future ordinances.
- C. In case of disturbance of any street, sidewalk, alley, public way or paved area, Franchisee shall, at its own cost and expense and in a manner approved by Grantor, replace and restore such street, sidewalk, alley, public way or paved areas in as good a condition as before the work involving such disturbance was done.

- D. If at any time during the period of this Ordinance Grantor shall lawfully elect to alter or change the grade of any street, sidewalk, alley or other public way, Franchisee, upon reasonable notice by Grantor, shall remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense.
- E. Franchisee shall on the request of any person holding a building moving permit or any person who wishes to remove trees or structures from their property, temporary removal or raising or lowering of wires shall be paid by the person requesting the same, the Franchisee shall have the authority to require such payment in advance. Franchisee shall be given not less than seventy-two (72) hours advance notice to arrange for such temporary wire changes.
- F. Subject to Grantor approval, Franchisee shall have the authority to trim trees that are overhanging the streets, alleys, sidewalks and public ways and places so as to prevent the branches of such trees from coming in contact with the wires and cables of Franchisee, except that at the option its supervision and direction at the expense of Franchisee.
- G. Franchisee, shall, at its expense, protect, support, temporarily disconnect, relocate on the same street, alley or public place, or remove from the street, alley or public place, any property of Franchisee when required by Grantor by reason of traffic conditions, change of establishments of street grade, installation of sewers, drains, water pipes, power lines, signal lines, and tracks or any other type of structures or improvements by governmental agencies when acting in a governmental or proprietary capacity, or other structure of public improvement; provided, however, that Franchisee shall in all cases have the privileges and be subject to the obligations to abandon any property of Franchisee in place as hereinafter provided.
- H. In all sections of Grantor where Grantor designates an area where all presently above ground services are to be placed underground, Franchisee shall place its wires underground on the same time schedule and on the same conditions that are applicable to the providing of other above ground services in the designated areas.
- I. In the event that the use if any part of the System is discontinued for any reason for a continuous period of twelve (12) months, or in the event such System or property has been installed in any street or public place without complying with the requirements of this Ordinance, or the rights granted hereunder have been subject to the rights of the Grantor to acquire or transfer the system as specified in Section XVI, promptly remove from the streets, or public places, all such property and poles of such System other than any which the City may permit to be abandoned in place. In the event of such removal, Franchisee shall promptly restore the street or other areas from which such satisfactory to Grantor.

J. Any property of Franchisee to be abandoned in place shall be abandoned in such a manner as Grantor may prescribe. Upon permanent abandonment of the property of Franchisee in place, it shall submit to Grantor an instrument to be approved by Grantor, transferring to Grantor the ownership of such property.

SECTION XV. - OWNERSHIP AND REMOVAL OF FACILITIES

All cable and passive equipment for cable television reception service installed by Franchisee at a subscriber's location shall remain the property of Franchisee and Franchisee shall have the right to remove said cable and equipment. Upon termination of all service to any subscriber, Franchisee shall promptly remove all its above ground facilities and equipment from the premises upon the request of such subscriber.

SECTION XVI. - TRANSFER OF ORDINANCE

All right, title and interest of Franchisee in this Ordinance and the Non-exclusive Franchise granted herein shall be freely assignable without consent of Grantor.

SECTION XVII. - PAYMENT TO THE CITY

The Franchisee shall pay Grantor five percent (5%) of gross monthly receipts received by cable television services provided to all subscribers located within Grantor. Such payment shall be made quarterly within forty-five (45) days after the end of each quarter. All other license fees or taxes levied upon Franchisee by Grantor shall be credited against the payment required herein.

SECTION XIII. - DURATION AND RENEWAL OF ORDINANCE

The rights granted to Franchisee herein shall become effective upon the passage of this Ordinance and shall continue for a period of five (5) years. Upon notice of a System up-grade, the City will automatically renew for an additional ten (10) year period under the same terms and conditions.

SECTION XIX. - ERECTION, REMOVAL AND COMMON USE OF POLES

A. No poles or other wire-holding structures shall be erected by Franchisee without prior approval of the designated representative of the Council with regard to locations, height, type or any other pertinent aspect, which shall not be unreasonably withheld. However, no locations of any pole or wire-holding structure of Franchisee shall be a vested interest and such poles or structures shall be removed or modified by Franchisee at its own expense whenever the Council or its designated representative determines that the public convenience would be substantially enhanced thereby.

- B. Where poles or other wire-holding structures already existing in use in serving Grantor are available for use by Franchisee, but it does not make arrangements for such use, the Council may require Franchisee to use such poles and structures if it determines that the public convenience would be enhanced thereby and the terms of the use available to Franchisee are just and reasonable.
- C. Where Grantor or a public utility serving Grantor desires to make use of poles or other wire-holding structures of Franchisee but agreement therefore with Franchisee cannot be reached, the Council may require Franchisee to permit such use for such terms as the Council determines the use would enhance the public convenience and would not unduly interfere with Franchisee's operations.

SECTION XX. - RATES AND CHARGES

The Grantor reserves the right to regulate such rates and charges to the extent permitted by any present or future regulatory law.

In the event that Grantor has authority to regulate rates, the following procedures shall be used:

1. Before making any changes in the rates to subscribers for basic cable services, the Franchisee shall file in writing with Grantor a new proposed rate change at least sixty (60) days in advance of the proposed effective date for such rate change. If the City takes no action to set the proposed rate change for hearing, said proposed rate changes shall become effective upon the expiration of the sixty (60) day notice period.
2. If the Council wishes to hold a hearing on the proposed rate increase, the hearing shall be held within thirty (30) days of the filing of the proposed rate increase by the Franchisee. Following the hearing, the Council shall take final action on the proposed increase within thirty (30) days.

Any rate subject to regulation under the above provisions may be increased without the approval of Grantor, at the discretion of the Franchisee which is pursuant to Federal law. In addition, the Franchisee shall have the right to pass along to subscriber state and local sales taxes, franchise fees, programming cost increases and copyright fee increases.

The Franchisee shall not discriminate in rates between customers of the same category except to the extent permitted by the Cable Communications Policy Act of 1984 and Federal Communications Commissions regulations.

SECTION XXII. - BOOKS AND RECORDS

The Franchisee shall keep full, true, accurate, and current books of accounts, which books and records shall be made available for inspection and copying by Grantor's Director of Finance or its authorized representative at all times.

SECTION XXIII. - MISCELLANEOUS

Franchisee's legal, financial, technical and other qualifications, and the adequacy and feasibility of its construction arrangements, if any, have been approved by the Council after consideration in a full public proceeding affording due process to all interested persons.

SECTION XXIV. - MODIFICATION OF OBLIGATIONS

In addition to any other remedies provided by law or regulation, Franchisee's obligations under this Ordinance may be modified, at its request, in accordance with Section 625 of Cable Communications Policy Act of 1984 as it now exists, or as hereafter amended.

SECTION XXV. - SEVERABILITY

If any Section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, or amended by the United States Congress or is superseded or preempted by Federal Communications Commission regulation, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION XXVI. - PUBLICATION

Franchisee shall assume the costs of any required publication of this Ordinance.

SECTION XXVII. - NOTICES

All notices and other communications hereunder this Ordinance shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage paid to the following respective addresses:

To Grantor:

THE CITY OF BONIFAY
301 N. J. Harvey Etheridge St.
Bonifay, Fl. USA 32425

To the Franchisee:

U.S. Cable Television Group, L.P.
4435 Gulf Breeze Pkwy.
Gulf Breeze, FL 32561
Attn: David Fyffe

With a copy to:

Cablevision Systems Corporation
One Media Crossways
Woodbury, New York 11797-2013
Attn: Legal Department

Either of the foregoing parties to this Ordinance may change the address to which all communications and notices may be sent to it by addressing notices of such change in the manner provided hereunder.

SECTION XXII. - PRIOR ORDINANCES

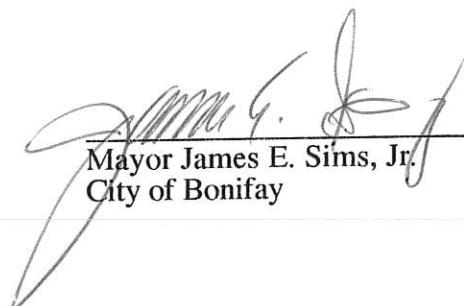
All ordinances and parts of ordinances in conflict herewith are hereby repealed as of the effective date of this Ordinance.

SECTION XXIX. - EFFECTIVE DATE

This Ordinance shall take effect after its passage, approval, publication and acceptance as provided by law.

Published prior to passage on the 16th day of July, 1997.

Read and approved on the first reading on this 28th day of July, 1997.



Mayor James E. Sims, Jr.
City of Bonifay

ATTEST:



Shirley Mitchell
City Clerk Shirley Mitchell
City of Bonifay

Rickey Callahan <rickey.callahan@cityofbonifay.com>

Fwd: Highway 79 Board Meeting And Workshop

Rick Crews <rick.crews@cityofbonifay.com>
To: Rickey Callahan <rickey.callahan@cityofbonifay.com>

Fri, Feb 24, 2023 at 9:25 AM

----- Forwarded message -----

From: **Tammy Peters** <tammy.peters@anseradvisory.com>
Date: Wed, Feb 22, 2023 at 10:57 AM
Subject: Highway 79 Board Meeting And Workshop
To: ryan.martin@cityofbonifay.com <ryan.martin@cityofbonifay.com>
CC: travis.cook@cityofbonifay.com <travis.cook@cityofbonifay.com>, sierra.smith@cityofbonifay.com
<sierra.smith@cityofbonifay.com>, emily.mccann@cityofbonifay.com <emily.mccann@cityofbonifay.com>,
rick.crews@cityofbonifay.com <rick.crews@cityofbonifay.com>

Chairman Hawkins asked me to schedule a workshop and reschedule the march 13th board meeting. The meeting will be on Monday, March 20th. The workshop will begin at 6:00 p.m. CST and the regular board meeting at 7:00 pm CST. I will send out the meeting location when I have it confirmed. I would also appreciate it if you could confirm your presence at the meeting and the workshop on March 20th. If you have any questions, please contact me at 850-681-3717. Thanks, and have a great day!

Tammy Peters
Office Manager
anseradvisory.com



Travis Cook, Mayor
 Rickey Callahan, City Clerk
 301 Etheridge Street
 Bonifay, Florida 32425
 Telephone (850) 547-4238
 Fax (850) 547-9014



City Council Members:
 Ryan Martin, Vice Mayor
 Sierra Smith
 Dr. Emily McCann
 Rick Crews

The City of Bonifay wishes to present its services for the “Board Clerk Services” as advertised in the RFP 22-2, Board Clerk Services.

The City of Bonifay currently has four employees in the Administrative Department of the City Hall. Rickey Callahan is the City Clerk. Mr. Callahan owned and operated Merriam Callahan Insurance Agency, Inc. in Bonifay for 32 years. He also served on the Holmes County School Board for 20 years, and was Chairman of the Board for many of his 20 years. Mr. Callahan was also a full-time Realtor for 13 years before coming to the City of Bonifay. In past years Mr. Callahan served as a City Councilman for the City of Bonifay for a total of 8 years. Mr. Callahan also is designated as the Public Records Custodian by the Bonifay City Charter and is responsible to ensure the City records are retained and managed, and handles all the Public Records Requests submitted for records in accordance with Florida law. He also attends all City Council Meetings, Workshops, Public Hearings, and Budget Meetings, providing packets, previous minutes, and any other materials needed. He also keeps the minutes and records of each meeting.

Ms. Sabrina Porter is the Administrative Assistant at the City of Bonifay. Ms. Porter has been with the City of Bonifay for 26 years and her experience covers vast areas of knowledge regarding governmental operations. She has worked specifically on Meeting Agendas, Meeting Announcements, Board Communications, Recording of Meeting Minutes, and Publishing Meeting Minutes, along with all the other aspects of Meeting management as the Administrative Assistant. Ms. Porter also administers the City of Bonifay’s website.

Ms. Elois Bradshaw is the City's Utility Clerk has been with the City of Bonifay for 14 years, and she handles all the duties relating to water, sewer, and garbage billing. She also handles customer accounts for new service, closing out service, and impact fees. Ms. Bradshaw serves in other departments as needed when necessary.

Ms. Tracy Walker serves as the bookkeeper for the City of Bonifay, and has been with the City for 4 months. She previously served as the City Clerk for the City of Vernon for 6 years. She reconciles all bank statements. Reviews and processes accounts payable, processes payroll on a weekly basis, prepares and participates in City audits, and helps create and submit an annual budget for all departments. Ms. Walker also assists in reviewing and suggested necessary changes to personnel policy, and assists the City Clerk in his daily duties. She is also well trained in preparing and submitting agendas and packets for council meetings, while ensuring that minutes are submitted and approved timely.

In addition to our well-qualified staff to handle the description of work in your request for proposals, on December 30, 2022 the City of Bonifay signed a contract for services with CivicPlus to implement their "Meetings and Agenda Management Solutions Software" for use in our agenda, notices, meetings, minutes, and publishing management. We feel like this software will greatly increase our efficiency, accuracy, and speed of the process of meetings, from setting the agenda and publishing notices, to the final published minutes.

The City of Bonifay offers its services, and feels it is most capable of providing the services to:

Preparing Board meeting agendas and agenda packages and ensure such materials are timely disseminated to Board Members, other Authority consultants, and the public prior to each meeting of the Authority Board.

Attending all Board meetings and taking minutes at such meeting.

Noticing/Advertising of authority Board meetings in accordance with Florida law and the Authority's adopted policies.

Coordinate and communicate with Authority board Members and various consultants, vendors, employees, and agents retained by the Authority and the member governments.

Maintaining the Authority website.

Serve as custodian of public records to the Authority and ensure Authority records are retained and managed. Requests to inspect and copy Authority records are processes in accordance with Florida law.

Ensure compliance with all requirements applicable to independent special districts under Florida law, including reporting, record keeping, and public communication and outreach, and communicate with the Department of Economic Opportunity on behalf of the Authority where necessary with respect to such special districts.

The City of Bonifay proposes to provide "Board Clerk Services" for the 79 Corridor Project at a cost of \$15,000. per year.

Thank you very much for allowing us to submit this proposal.

The City of Bonifay 301 Etheridge Street Bonifay, FL 32425

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 Rickey Callahan, City Clerk
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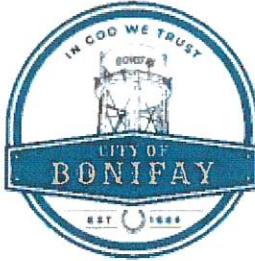


City Council Members:
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The City of Bonifay 301 Etheridge Street Bonifay, FL 32425

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City Council Members:
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Sierra Smith
Dr. Emily McCann
Rick Crews

I, Rickey Callahan, City Clerk for the City of Bonifay do hereby declare that this proposal in all respects, is fair and in good faith, without collusion or fraud, and that the signer of this proposal has the authority to bind the principal Proposer.

All work proposed in this document will be performed at the City Hall, 301 Etheridge Street. Bonifay, Florida 32425.

Persons who will be authorized to make representations for the Proposer are:

Rickey Callahan, City Clerk
301 Etheridge Street Bonifay, FL 32425 (850) 547-4238
rickey.callahan@cityofbonifay.com

Travis Cook, Mayor
301 N. Etheridge Street Bonifay, FL 32425 (850) 547-4238
travis.cook@cityofbonifay.com

Michelle Blankenship-Jordan, City Attorney
1512 Hwy 90 Chipley, FL 32428 850-638-9689


Rickey Callahan, City Clerk

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Rickey Callahan, City Clerk
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ADVERTISEMENT FOR BIDS
CITY OF BONIFAY, FLORIDA
HUBBARD STREET REPAIRS

GENERAL NOTICE

City of Bonifay, Florida is requesting bids for work on the following project:

Hubbard Street Paving Repairs Due to Water Leaks

The Project includes the following work:

Mill, Repave, and Re-Stripe cut and repaired areas – 525 SY

Mill Apron

Remove and re-install 18" Culvert, build (2) cinder-block headwalls

Repave Apron, Re-Stripe Stop Bar

**Bids will be accepted until 3:00PM on Wednesday, February 22, 2023 at
Bonifay City Hall, 301 J. Harvey Etheridge St. Bonifay, FL 32425**

Prospective bidders may contact the Bonifay City Hall at 301 J. Harvey Etheridge Street, Bonifay, FL 32425 (850) 547-4238 or Trey Barbee, City Superintendent at (850) 258-2514.

Premier Paving, LLC
 1742 South Woodland Blvd
 DeLand, FL 32720
 (386) 848-7522
 premierpavingfl@gmail.com

Estimate CB001

ADDRESS
 City of Bonifay

DATE 02/22/2023	TOTAL \$43,875.00	EXPIRATION DATE 03/22/2023
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DATE	DESCRIPTION	UNITS	RATE	TOTAL
	Services			43,875.00
	Mill and Repave Re-Stripe repaired areas-525 SY	Lump Sum		
	Mill Apron Remove and reinstall 18" Culvert Build (2) center block headwalls	Lump Sum		
	Repave Apron Re-stripe Stop Bar	Lump Sum		
TOTAL				\$43,875.00

THANK YOU.

Accepted By

Accepted Date

RESOLUTION 23-05

NOTICE OF CITY ELECTION

WHEREAS, the Charter for the City of Bonifay, Florida provides for an annual election of officers to be held on the fourth (4th) Tuesday in March of every year.

NOW THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bonifay, Florida in regular session, that the City of Bonifay orders an annual election to be held on Tuesday, March 28, 2023 to elect the Mayor and four (4) Council Members. Seats two (2) and four (4) will be for a period of one (1) year and seats one (1) and three (3) will be for a period of two (2) years. The election to begin at seven (7:00) o'clock a.m. and close at seven (7:00) o'clock p.m. The following citizens to be appointed to serve at the election:

Clerk: Sarah Bynum

Inspectors: Lettie McClain
Gail Works
Linda Raley

Bailiff: Roger Swindle

BE IT FURTHER RESOLVED that the qualifying of candidates will be accepted from 8:00 a.m. Monday, March 6, 2023 until 3:00 p.m. Friday, March 10, 2023.

Mayor Travis Cook

ATTEST:

City Clerk Rickey Callahan