



AGENDA

CITY COUNCIL SPECIAL SESSION - FINAL PUBLIC HEARING FOR AD VALOREM & BUDGET

TUESDAY, SEPTEMBER 23, 2025 at 5:01 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. 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 and state your name and address for the record..

IV. AD VALOREM

[A.](#) Resolution 2025 -10 2025-2026 Ad Valorem

B. Public Hearing

V. BUDGET

[A.](#) Proposed Budget

[B.](#) Resolution 2025-11 Budget for 2025-2026

C. Public Hearing

VI. OLD BUSINESS

[A.](#) Employee Handbook

[B.](#) Bonifay Fire Rescue Purchase Request

[C.](#) Kiwanis Club Property Transfer

VII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

C. Employee Spotlight

VIII. ADJOURN

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

Resolution 25-10

**A RESOLUTION OF THE CITY OF BONIFAY OF HOLMES COUNTY, FLORIDA,
ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR HOLMES COUNTY
FOR FISCAL YEAR 2026; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the City of Bonifay of Holmes County, Florida, on 9/8/25, adopted Fiscal Year 2026 Tentative Millage Rates following a public hearing as required by Florida Statute 200.065;

WHEREAS, the City of Bonifay of Holmes County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the gross taxable value for operating purposes, not exempt from taxation within Holmes County, has been certified by the County Property Appraiser to the City of Bonifay as \$137,170,853.

NOW, THEREFORE, BE IT RESOLVED by the City of Bonifay of Holmes County, Florida, that:

1. The FY 2026 operating millage rate is 3.5000 mills, which is greater than the rolled-back rate of 2.7478 mills by 27.37%.
2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 23rd Day of September, 2025.

Time Adopted _____ PM

Larry F Cook, Mayor

ATTEST:

Tracy Walker, Interim City Clerk

FY 2026	Description		AMOUNT
Legislative	Executive Salaries		\$18,000.00
	Social Security Tax		\$1,116.00
	Medicare		\$261.00
	Workers Comp Insurance		\$746.30
	Telephone Service		\$2,528.08
	Insurance & Bonds		\$18,626.36
	Community Outreach		\$5,000.00
	Misc. Expense		\$5,000.00
	Department Total		\$51,277.74
Legal	Legal Counsel Fees		\$95,000.00
	Department Total		\$95,000.00

FY 2026

Description	AMOUNT
Salaries-Regular	\$311,792.55
Social Security Tax	\$19,331.14
Medicare	\$4,520.99
FRS Retirement Expense	\$30,398.37
VALIC Retirement Expense	\$9,212.24
Health Insurance	\$78,322.86
Workers Comp Ins	\$8,012.72
Professional Services	\$8,820.00
Surveying	\$0.00
Audit Expense	\$9,125.00
Contractual Svc-Reg	\$5,000.00
Contractual Svc-Computer	\$55,000.00
Bank Charges	\$200.00
Late Fees	\$100.00
Education/Recertification	\$5,000.00
Travel Expense	\$5,000.00
Telephone Service	\$7,500.00
Postage	\$1,000.00
Utilities	\$9,000.00
Lease/Rent	\$5,000.00
Bonds & Insurance	\$150.00
Insurance	\$20,548.13
Repairs & Maintenance	\$5,000.00
Notices & Legals	\$10,000.00
Miscellaneous Expense	\$1,000.00
Provide For Doubtful Accts	\$22,000.00
Cash Over/Short	\$100.00
Waukesha Way	\$20,000.00
Supplies	\$15,000.00
Engineer Services	\$0.00
Dues/License/Membership	\$5,500.00
Equipment	\$8,353.15
Department Total	\$679,987.15

Admin

FY 2026

Description	AMOUNT
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Police	Salaries-Regular	\$636,514.22
	K-9 Reimbursement	\$7,371.00
	Social Security Tax	\$39,920.88
	Medicare	\$9,336.34
	FRS Retirement Expense	\$201,408.45
	VALIC Retirement Expense	\$4,158.83
	Health Insurance	\$155,787.72
	Workers Comp Ins	\$19,341.00
	Unemployment Compensation	\$0.00
	Contractual Svc-Reg	\$14,000.00
	Contractual Svc-Computer	\$60,000.00
	Holmes Co Commissioners	\$49,000.00
	Investigations	\$1,700.00
	Bank Charges	\$0.00
	Travel Expense	\$6,000.00
	Telephone Service	\$20,000.00
	Postage	\$300.00
	Utilities	\$4,500.00
	Vehicle Lease	\$35,000.00
	Lease - Copier/Toughbooks	\$12,000.00
	Insurance	\$23,392.85
	Repairs & Maintenance	\$30,000.00
	Notices & Legals	\$0.00
	Police Auxiliary-Special Acct	\$4,500.00
	Miscellaneous Expense	\$7,000.00
	Police Forfeiture Fund-Special	\$0.00
	Supplies	\$35,000.00
	Community Outreach	\$5,000.00
	Uniforms	\$15,000.00
	Fuel/Oil	\$35,000.00
	Dues/License/Membership	\$3,000.00
	Education/Recertification	\$7,500.00
	Equipment	\$19,139.17
	Department Total	\$1,460,870.45

FY 2026

Description	AMOUNT
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Fire	Salaries-Other	\$57,180.00
	Volunteer Stipend	\$37,500.00
	Social Security Tax	\$3,545.16
	Medicare	\$829.11
	Retirement Expense	\$0.00
	Health Insurance	\$0.00
	Workers Comp Ins	\$2,000.00
	Professional Services	\$0.00
	Contractual Svc-Reg	\$500.00
	Contractual Svc-Computer	\$2,000.00
	Holmes Co Commissioners	\$22,000.00
	Travel Expenses	\$500.00
	Telecommunications	\$8,000.00
	Postage	\$0.00
	Utilities	\$8,500.00
	Insurance	\$17,331.08
	Repairs & Maintenance	\$55,000.00
	Fire Dept-Special Acct	\$0.00
	Miscellaneous Expense	\$500.00
	Supplies	\$22,000.00
	PPE	\$11,000.00
	Community Outreach	\$5,000.00
	Uniforms	\$9,000.00
	Fuel/Oil	\$10,000.00
	Dues/Subscriptions	\$2,000.00
	Fire Safety Education	\$2,000.00
	Equipment	\$29,874.48
	Capital Outlay Expense	\$10,000.00
	Fire Dept Grant Expense	\$0.00
	Fire Station Expansion	\$0.00
	Department Total	\$316,259.83

FY 2026

Description	AMOUNT
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Cemetery	Salaries-Regular	\$8,742.46
	Social Security Tax	\$542.03
	Medicare	\$126.77
	Valic Retirement	\$714.21
	Health Insurance	\$3,771.28
	Workers Comp Ins	\$282.11
	Unemployment Compensation	\$0.00
	Contractual Svc-Reg	\$0.00
	Holmes Co Commissioners	\$25,000.00
	Telephone Service	\$1,200.00
	Utilities	\$1,500.00
	Insurance	\$315.43
	Repairs & Maintenance	\$0.00
	Miscellaneous Expense	\$0.00
	Tree Trimming And Cutting	\$1,500.00
	Operating Supplies	\$200.00
	Uniforms	\$125.00
	Fuel/Oil	\$0.00
	Equipment	\$0.00
	Capital Outlay Expense	\$0.00
	Department Total	\$44,019.29

FY 2026

Description	AMOUNT
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Streets	Salaries-Regular	\$157,610.44
	Social Security Tax	\$9,771.85
	Medicare	\$2,285.35
	FRS Retirement Expense	\$16,853.56
	VALIC Retirement Expense	\$3,968.04
	Health Insurance	\$50,372.96
	Workers Comp Ins	\$4,492.53
	Unemployment Compensation	\$0.00
	R/R Contracts	\$10,000.00
	Holmes County Board of County Comm	\$40,000.00
	Bank Charges	\$0.00
	Telephone Service	\$500.00
	Utilities	\$75,000.00
	Rent/Lease	\$16,030.32
	Insurance	\$11,822.14
	Repairs & Maintenance	\$15,000.00
	Depreciation Expense	\$0.00
	Miscellaneous Expense	\$18,000.00
	Street Signs	\$3,500.00
	Fuel Tax	\$200.00
	Tree Trimming and Cutting	\$11,000.00
	Disposal-Trash/Dead Animals	\$4,000.00
	Down Home Street Festival	\$0.00
	Supplies	\$30,000.00
	Street Decorations	\$20,000.00
	Uniforms	\$2,000.00
	Fuel/Oil	\$4,500.00
	Engineer Services	\$50,692.56
	Road Materials/Culverts	\$0.00
	Permits/Vehicle Titles/Tags	\$150.00
	Education/Recertification	\$0.00
	Land/Easement Fees	\$0.00
	Equipment	\$14,537.86
	Department Total	\$572,287.60

Street Repair Project		
	Street Repairs	\$85,000.00
	Department Total	\$85,000.00

FY 2026	Description	AMOUNT
Health	Arthropod Control	\$5,000.00
	Department Total	\$5,000.00
Parks & Rec	Salaries-Regular	\$51,115.06
	Social Security Tax	\$3,169.13
	Medicare	\$741.17
	FRS Retirement Expense	\$0.00
	VALIC Retirement Expense	\$4,666.80
	Health Insurance	\$15,566.89
	Workers Comp Ins	\$1,931.96
	Contractual Svc-Computer	\$0.00
	Utilities	\$72,000.00
	Rent/Lease	\$10,500.00
	Insurance	\$8,478.26
	Repairs & Maintenance	\$7,500.00
	Miscellaneous Expense	\$0.00
	Supplies	\$5,000.00
	Uniforms	\$500.00
	Fuel/Oil	\$6,000.00
	Engineering Services	\$0.00
	Equipment	\$0.00
	Capital Outlay Expense	\$0.00
	Memorial Field Grant	\$0.00
	Eastside Park Grant	\$0.00
	Department Total	\$187,169.27

FY 2026

	Description	AMOUNT
Sanitation	Salaries-Regular	\$0.00
	Social Security Tax	\$0.00
	Medicare	\$0.00
	FRS Retirement Expense	\$0.00
	Health Insurance	\$0.00
	Workers Comp Ins	\$0.00
	Unemployment Compensation	\$0.00
	Audit Expense	\$9,125.00
	Garbage Services	\$775,849.56
	Contractual Svc-Computer	\$8,000.00
	Bank Charges	\$0.00
	Telephone Service	\$0.00
	Postage	\$0.00
	Insurance	\$0.00
	Repairs & Maintenance	\$0.00
	Depreciation Expense	\$0.00
	Miscellaneous Expense	\$0.00
	Provide For Doubtful Accts	\$0.00
	Cash Over/Short	\$0.00
	Supplies	\$0.00
	Uniform Rental	\$0.00
	Fuel/Oil	\$0.00
	Transfer to Sewer Fund	\$0.00
	Transfer to General Fund	\$0.00
	Transfer to Water Fund	\$0.00
	Equipment	\$0.00
	Capital Outlay Expense	\$0.00
	Department Total	\$792,974.56

FY 2026

Description	AMOUNT
Salaries-Regular	\$369,687.47
Social Security Tax	\$22,920.62
Medicare	\$5,360.47
FRS Retirement Expense	\$43,578.06
VALIC Retirement Expense	\$6,152.98
Health Insurance	\$115,857.39
Workers Comp Insurance	\$13,601.32
Professional Services	\$5,000.00
Audit Expense	\$13,375.00
R/R & Tank Contracts	\$25,000.00
Contractual SVC-Computer	\$11,000.00
Bank Charges	\$200.00
Travel Expense	\$0.00
Telephone Service	\$6,000.00
Postage	\$6,000.00
Utilities	\$61,000.00
Rentals & Leases	\$0.00
Bonds & Insurance	\$0.00
Insurance	\$28,238.46
Repairs & Maintenance	\$60,000.00
Misc. Expense	\$500.00
Credit Card Fees	\$35,000.00
Supplies	\$22,000.00
Uniforms	\$4,000.00
Fuel/Oil	\$15,500.00
Water Tap Supplies	\$15,000.00
Water Meters & Supplies	\$30,000.00
Chemicals	\$27,500.00
Laboratory Expense	\$15,000.00
Engineer Services	\$0.00
Engineer-NWFWMD Reclaimed Water	\$0.00
Dues/License/Membership	\$1,000.00
Permits	\$500.00
Education/Recertification	\$800.00
Transfer to General Fund	\$0.00
Equipment	\$52,300.00
Capital Outlay Expense	\$0.00
Interest-2005A 91-12	\$0.00
Interest-2005B 91-13	\$0.00
Interest-Loan 300110	\$570.88
Interest-Loan 300111	\$638.66
Interest-Loan 300140	\$2,336.96
Interest-Loan 300141	\$0.00
Interest-Loan 300160	\$0.00
Department Total	\$1,015,618.28

Water

FY 2026

Sewer

Description	AMOUNT
Salaries Regular	\$275,032.30
Social Security Tax	\$17,052.00
Medicare	\$3,987.97
FRS Retirement Expense	\$33,072.26
VALIC Retirement Expense	\$3,798.08
Health Insurance	\$77,379.06
Workers Comp Ins	\$9,203.92
Professional Services	\$0.00
Audit Expense	\$13,375.00
Contractual Svc-Reg	\$1,500.00
Contractual Svc-Computer	\$15,000.00
Telephone Service	\$7,000.00
Postage	\$9,000.00
Utilities	\$185,000.00
Rentals And Lease Expense	\$0.00
Insurance	\$84,086.92
Repairs & Maintenance	\$85,000.00
Lift Station Pumps	\$145,415.00
Notices & Legal	\$0.00
Miscellaneous Expense	\$300.00
Depreciation Expense	\$0.00
Provide For Doubtful Accts	\$0.00
Special Waste	\$26,000.00
Supplies	\$40,000.00
Uniforms	\$2,500.00
Fuel/Oil	\$8,000.00
Sewer Tap Supplies	\$30,000.00
Chemicals	\$27,500.00
Laboratory Expense	\$30,000.00
Engineering & Inspections	\$0.00
Certification/Permits	\$11,500.00
Dues/License/Membership	\$1,000.00
Education/Recertification	\$3,000.00
Fines	\$0.00
Transfer To General Fund	
Equipment	\$0.00
Interest-B	\$0.00
Interest-A	\$0.00
Interest-1	\$0.00
Interest-427	\$0.00
Interest-2	\$0.00
Interest-145	\$0.00
Interest-Loan 300132	\$3,300.00
Interest-Loan 300100	\$0.00
Interest-Loan 300120	\$0.00
Department Total	\$1,148,002.50

FY 2026	Description	AMOUNT
	General Fund	\$1,477,383.17
	Transfer In/Out	\$1,449,779.00
	Other Revenue	\$85,000.00
	Reserves	\$0.00
	Ad Valorem	\$484,709.16
	Total Revenue	\$3,496,871.33
	Sanitation	\$1,034,461.42
	Water	\$1,629,454.86
	Sewer	\$1,742,458.06
	Total Enterprise	\$4,406,374.35
	Total Revenue	\$7,903,245.67
	Total Expense	\$7,903,245.68
		\$0.00

TOTAL 2026 INCLUDING GRANT FUNDING

	Grant Funding	\$8,971,454.07
	General Fund	\$1,477,383.17
	Transfer In/Out	\$1,449,779.00
	Other Revenue	\$85,000.00
	Reserves	\$0.00
	Ad Valorem	\$484,709.16
	Total Revenue	\$12,468,325.40
	Sanitation	\$1,034,461.42
	Water	\$1,629,454.86
	Sewer	\$1,742,458.06
	Total Enterprise	\$4,406,374.35
	Total Revenue	\$16,874,699.74
	Total Expense	\$16,874,699.75
		\$0.00

BUDGET SUMMARY City of Bonifay - FY 2026 *THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE CITY OF BONIFAY ARE 7.47% MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES							
General fund	3.5000						
ESTIMATED REVENUES	GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT FUND	ENTERPRISE FUND	TOTAL ALL FUNDS
Taxes: Millage per \$1000							
Ad Valorem Taxes 3.5000	\$ 484,709.16						\$ 484,709.16
Sales & Use Taxes	\$ 1,252,082.79	\$ 85,000.00					\$ 1,337,082.79
Charges for Service	\$ 4,914.00		\$ 442,380.89			\$ 3,963,993.46	\$ 4,411,288.35
Intergovernmental Revenue	\$ 98,694.03						\$ 98,694.03
Fines & Forfeitures	\$ 9,551.68						\$ 9,551.68
Miscellaneous Revenue	\$ 86,204.76						\$ 86,204.76
License & Permits	\$ 6,328.50						\$ 6,328.50
Internal Service Charges	\$ 19,607.40						\$ 19,607.40
Grants				\$ 8,971,454.07			\$ 8,971,454.07
TOTAL SOURCES	\$ 1,962,092.33	\$ 85,000.00	\$ 442,380.89	\$ 8,971,454.07	\$ -	\$ 3,963,993.46	\$ 15,424,920.74
Transfers In	\$ 1,449,779.00						\$ 1,449,779.00
Fund Balance/Reserves/Net Assets	\$ -						\$ -
TOTAL REVENUES, TRANSFERS & BALANCES	\$ 3,411,871.33	\$ 85,000.00	\$ 442,380.89	\$ 8,971,454.07	\$ -	\$ 3,963,993.46	\$ 16,874,699.74
EXPENDITURES							
General Government	\$ 572,287.60						\$ 572,287.60
Public Safety	\$ 1,777,130.28						\$ 1,777,130.28
Physical Environment							\$ -
Transportation		\$ 85,000.00					\$ 85,000.00
Debt Services							\$ -
Human Services	\$ 236,188.56		\$ 442,380.89			\$ 2,514,214.46	\$ 3,192,783.91
Administration & Finance	\$ 826,264.89						\$ 826,264.89
Grants				\$ 8,971,454.07			\$ 8,971,454.07
TOTAL EXPENDITURES	\$ 3,411,871.33	\$ 85,000.00	\$ 442,380.89	\$ 8,971,454.07	\$ -	\$ 2,514,214.46	\$ 15,424,920.75
Transfers Out						\$ 1,449,779.00	\$ 1,449,779.00
Fund Balances/Reserves/Net Assets							
TOTAL APPROPRIATED EXPENDITURES							
TRANSFERS, RESERVES & BALANCES	\$ 3,411,871.33	\$ 85,000.00	\$ 442,380.89	\$ 8,971,454.07	\$ -	\$ 3,963,993.46	\$ 16,874,699.75
The tentative, adopted, and/or final budgets are on file in the office of the above referenced taxing authority as a public record.							\$ (0.00)

Resolution 25-11

**A RESOLUTION OF THE CITY OF BONIFAY OF HOLMES COUNTY, FLORIDA,
ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2026; PROVIDING FOR AN
EFFECTIVE DATE.**

WHEREAS, the City of Bonifay of Holmes County, Florida, on 9/8/25, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the City of Bonifay of Holmes County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2026 in the amount of \$16,874,699.74.

NOW, THEREFORE, BE IT RESOLVED by the City of Bonifay of Holmes County, Florida, that:

- 1. The Fiscal Year 2026 Final Budget be adopted.
- 2. This resolution will take effect immediately upon its adoption.

DULY ADOPTED at a public hearing this 23rd Day of September, 2025.

Time Adopted _____ PM.

Larry F Cook, Mayor

ATTEST:

Tracy Walker, Interim City Clerk

CITY OF BONIFAY EMPLOYEE HANDBOOK



Current as of September 18, 2025

WELCOME

Welcome to the City of Bonifay! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further the City of Bonifay's goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, the City of Bonifay will continue to achieve its goals. We sincerely hope you will take pride in being an essential part of the City of Bonifay's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or contact the Human Resources (HR) department.

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EMPLOYMENT AT WILL

Employment at will

Employment with the City of Bonifay is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the Mayor of the City.

This means that either the employee or the City may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook creates or is intended to create an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no City representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended to and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act (NLRA). Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. The City of Bonifay employees have the right to engage in or refrain from such activities.

EQUAL OPPORTUNITY AND COMMITMENT TO DIVERSITY

Equal Opportunity

The City of Bonifay is committed to providing equal employment opportunities to all employees and applicants for employment. We do not discriminate based on race, color, creed, ancestry, national origin, citizenship, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, religion, age, disability, genetic information, service in the military, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

The City of Bonifay expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference

with the ability of other employees to perform their expected job duties is absolutely not tolerated.

At the City of Bonifay, your safety is our top priority. We are committed to providing a safe and healthy work environment for all our employees. We will make every effort to accommodate an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so imposes an undue hardship upon the City of Bonifay's business operations.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Director. The City will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. Employees who feel they have been subjected to such retaliation should bring it to the attention of the HR Director.

Retaliation means adverse conduct taken because an individual reported an actual or a perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes, but is not limited to:

- (1) Shunning and avoiding an individual who reports harassment, discrimination, or retaliation;
- (2) Express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation; *or*
- (3) Denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation, or participated in the reporting and investigation process.

Other examples of retaliation include firing, demotion, denial of promotion, unjustified negative evaluations, increased surveillance, harassment, and assault.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

[Americans with Disabilities Act \(ADA\) and Reasonable Accommodation](#)

The City of Bonifay is committed to the fair and equal employment of individuals with disabilities under the ADA. It is the City of Bonifay's policy to provide reasonable accommodation to qualified individuals with disabilities unless the accommodation imposes an undue hardship on the City. The City of Bonifay prohibits any harassment of, or discriminatory treatment of, employees or applicants based on a disability or because an employee has requested a reasonable accommodation.

In accordance with the ADA, reasonable accommodations will be provided to qualified individuals with disabilities to enable them to perform the essential functions of their jobs or to enjoy the equal benefits and privileges of employment. An employee or applicant with a disability may request an accommodation from the HR Director and should specify what accommodation is needed to perform the job and submit supporting documentation explaining the basis for the requested accommodation to the extent permitted and in accordance with applicable law. The City will then review and analyze the request, engaging in an interactive process with the employee or applicant to determine if an accommodation can be made or if any other suitable accommodations are possible. If medical documentation regarding the disability and possible accommodations is requested, the employee is responsible for providing such information. All information obtained concerning the medical condition or history of an applicant or employee will be treated as confidential information, maintained in separate medical files, and disclosed only as permitted by law.

It is the policy of the City of Bonifay to prohibit harassment or discrimination based on disability or because an employee has requested a reasonable accommodation. The City of Bonifay prohibits retaliation against employees for exercising their rights under the ADA or other applicable civil rights laws. Employees should use the procedures described in the Harassment and Complaint Procedure to report any harassment, discrimination, or retaliation they have experienced or witnessed.

[Commitment to Diversity](#)

The City of Bonifay is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in City policy and the way we conduct business at The City of Bonifay, and it is an essential principle of sound business management.

[Harassment and Complaint Procedure](#)

It is The City of Bonifay's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or third party based on actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws. The City of Bonifay will not tolerate such conduct.

Furthermore, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. The City of Bonifay will take all reasonable steps necessary to prevent and eliminate illegal harassment.

Definition of “unlawful harassment.” “Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual’s work performance; or otherwise adversely affects an individual’s employment opportunities because of the individual’s membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

Definition of “sexual harassment.” While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:

Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual’s employment or as a basis for employment decisions.

Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one’s sex life; comments about an individual’s body; and comments about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;

- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual or other harassment and retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints violates the City of Bonifay's policy.

Complaint procedure. If employees believe they have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, they are requested and encouraged to make a complaint. They may complain directly to their immediate supervisor or department director, the HR Director, or any other member of management with whom they feel comfortable bringing such a complaint. Similarly, if employees observe acts of discrimination against or harassment of another employee, they are requested and encouraged to report this to one of the individuals listed above.

All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

If the investigation confirms that conduct that violates this policy has occurred, the City of Bonifay will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

CONFLICTS OF INTEREST AND CONFIDENTIALITY

Conflicts of Interest

The City of Bonifay expects all employees to conduct themselves and City business in a manner that reflects the highest standards of ethical conduct and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interest.

Precisely what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The City of Bonifay recognizes and respects the individual employee's right to engage in activities outside of employment that are private in nature and do not in any way conflict with or reflect poorly on the City.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises in which a potential conflict of interest is present, the employee should discuss this with a department director for advice and guidance on how to proceed. The list below suggests some of the types of activities that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

- 1) Simultaneous employment by another firm that is a competitor of or supplier to the City of Bonifay;
- 2) Carrying on City business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest;
- 3) Holding a substantial interest in, or participating in the management of, a firm to which the City makes sales or from which it makes purchases;
- 4) Borrowing money from customers or firms, other than recognized loan institutions, from which our City buys services, materials, equipment, or supplies;
- 5) Accepting substantial gifts or excessive entertainment from an outside organization or agency;
- 6) Speculating or dealing in materials, equipment, supplies, services, or property purchased by the City;
- 7) Participating in civic or professional organization activities in a manner that divulges confidential City information;
- 8) Misusing privileged information or revealing confidential data to outsiders;
- 9) Using one's position in the City or knowledge of its affairs for personal gain; *and*
- 10) Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of City business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of The City of Bonifay. Confidential information is any and all information disclosed to or known by employees because of employment with the City that is not generally known to people outside the City about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if the employee does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Mayor, the Executive Assistant, or the City Attorney. This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they choose.

EMPLOYMENT RELATIONSHIP

Open-Door Policy

The City of Bonifay believes that open communication is vital to a successful work environment. The City of Bonifay encourages all employees to share their ideas and opinions directly with management. Employees are also welcome to send their concerns or ideas to HR, in person, via e-mail, or by phone.

Employee Privacy

It is the City of Bonifay's goal to respect the individual privacy of its employees and, at the same time, maintain a safe and secure workplace. When issues of safety and security arise, employees may be requested to cooperate with an investigation. The investigation may include the following procedures to safeguard the City and its employees: searches of personal belongings, searches of work areas, searches of private vehicles on City premises, medical examinations, and the like. Failure to cooperate with an investigation is grounds for termination. Providing false information during any investigation may lead to discipline, including termination.

Employees are expected to make use of City facilities only for the business purposes of the City. Accordingly, materials that appear on City hardware or networks are presumed to be for business purposes, and all such materials are subject to review by the City at any time without notice to the employees. Employees do not have to have any expectation of privacy with respect to any material on City property. The City of Bonifay regularly monitors its communications systems and networks as allowed by law. Monitored activity may include voice, e-mail, and text communications, as well as Internet search and browsing history. Employees who make excessive use of the communications system for personal matters are subject to discipline. Employees are expected to keep personal communication to a minimum, only to address emergencies.

Video surveillance. As part of its security measures and to help ensure a safe workplace, the City of Bonifay has positioned video cameras to monitor various areas of its facilities. Video cameras will not be used in private areas, such as break rooms, restrooms, locker/dressing rooms, etc.

Privacy—Social Security Numbers

Policy and Procedure Regarding Use and Disclosure of Social Security Numbers

Purpose. This policy and procedure explains the City of Bonifay's general standards and practices for how Social Security numbers are gathered, stored, disclosed, and ultimately disposed of.

Policy. It is the City of Bonifay's policy that Social Security numbers obtained from employees, vendors, contractors, customers, or others are confidential information.

Social Security numbers will be obtained, retained, used, and disposed of only for legitimate business reasons and in accordance with the law and this policy.

Procedure. Documents or other records containing employee Social Security numbers generally will be requested, obtained, or created only for legitimate business reasons consistent with this policy. For example, Social Security numbers may be requested from employees for tax-reporting purposes (i.e., Internal Revenue Service (IRS) Form W-4), for new hire reporting, or for purposes of enrollment in the City's employee benefit plans.

Retention and access to Social Security numbers. All records containing Social Security numbers (whether partial or complete) will be maintained in secure, confidential files with limited access.

Unauthorized use/disclosure of Social Security numbers. Any employee who obtains, uses, or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this policy and procedure may be disciplined, up to and including discharge. The City will cooperate with government investigations of any person alleged to have obtained, used, or disclosed Social Security numbers for unlawful purposes.

Employment Classification

To determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, the City of Bonifay classifies its employees as shown below. The City of Bonifay may review or change employee classifications at any time.

- **Probationary.** New employment is subject to a 12-month Probationary Period before employees are classified as Regular Full-time. Probationary employees are eligible for full participation in benefit programs.
- **Exempt.** Exempt employees are typically paid on a salary basis and are not eligible to receive overtime pay.
- **Nonexempt.** Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.
- **Regular, full-time.** Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status.

Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

- **Regular, part-time.** Employees who are not in a temporary status and who are regularly scheduled to work less than 30 hours weekly but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the City and are subject to the terms, conditions, and limitations of each benefits program.
- **Temporary, full-time.** Employees who are hired as interim replacements to supplement the workforce temporarily or to assist in the completion of a specific project and who are temporarily scheduled to work the City's full-time schedule for a limited duration, not to exceed 6 months. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **Temporary, part-time.** Employees who are hired as interim replacements to supplement the workforce temporarily or to assist in the completion of a specific project and who are temporarily scheduled to work less than 30 hours weekly for a limited duration, not to exceed 6 months. Employment beyond any initially stated period does not in any way imply a change in employment status.
- **PRN.** Employees who are added to a work schedule as needed. These employees do not qualify for any benefits offered to the other employment classifications.

Workweek and Hours of Work

The standard workweek is from Thursday 12:00 a.m. until Wednesday 11:59 p.m. and generally consists of 40 work hours. Office hours are 8:00 a.m. to 4:00 p.m., with a 1-hour lunch break. Individual work schedules may vary depending on the needs of each department.

The standard full-time workweek for all departments is forty (40) hours, except for exempt employees, with a minimum of three (3) hours worked to receive a full day of pay. Public Safety departments will work under a schedule determined by their respective Department Directors, as approved by the City Council.

Meal and Rest Breaks

Employees are entitled to either a 30-minute or a 1-hour unpaid meal break each day. Any nonexempt employee who is required to work through a meal break will be paid for the break. Employees are also entitled to two 15-minute rest periods each day. The department director or supervisor will schedule meal and rest breaks.

Time Records

All employees are required to complete weekly time reports that accurately reflect all time worked. These records are required by governmental regulations and are used to calculate

regular and overtime pay. At the end of each week, employees and their supervisors must sign the time sheet attesting to its correctness before forwarding it to the payroll department. Exceptions may be made as an effort to assist employees in scheduling appointments to miss as few working hours as possible. The employee's Department Director shall approve this request and must be expended within the same work week as accrued.

Overtime

When required due to the needs of the business, employees may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt (hourly) employees will receive overtime compensation earned at the rate of one and one-half times their regular rate of pay for all hours over 40 actually worked in a single workweek. Exempt (salaried) employees will be compensated with compensatory time off at one and one-half times the amount of time worked over and above a regular forty (40) hour work week, except in a state of emergency (see below). Paid leave, such as holiday, paid time off (PTO), bereavement time, and jury duty, does not apply toward worked time. All overtime work must be approved in advance by a supervisor or director.

Upon Holmes County being declared in a state of emergency by the Governor, all essential employees will automatically be placed on overtime status. Essential employees are vital to the daily operations of the City, especially during a State of Emergency. Essential employees will be called in by their direct supervisor to report to work. Approval to schedule employees for overtime is at the discretion of the Department Director or their designee.

Call-back and On-Call Pay

All callbacks for the Public Works Department will be paid at the overtime rate, with a minimum of two (2) hours being paid. In addition, an On-Call payment will be included in the amount of twenty dollars (\$20) per call.

Deductions from Pay/Safe Harbor Exempt Employees

The City of Bonifay does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or a change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;

- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees or for military pay;
- Unpaid disciplinary suspensions of 1 or more full days imposed in good faith for workplace conduct rule infractions; *and*
- Any whole work week in which the employee does not perform any work.

During the week an exempt employee begins work, and during the last week of employment for the City, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from the employee's pay, the employee should immediately report the deduction to the HR Director. The report will be promptly investigated, and if it is found that an improper deduction has been made, the City will reimburse the employee for the improper deduction.

Paychecks

The City of Bonifay's pay period for all employees is biweekly on Friday. If payday falls on a federal holiday, employees will receive their paycheck on the preceding workday.

Paychecks are directly deposited into employees' checking and/or savings accounts and can be split (accounts or banks) for convenience.

Temporary Special Duty Assignment Pay

Policy statement. The purpose of this policy is to provide a framework for compensating employees who are assigned significant duties outside the scope of their regular position description. The assignment must be temporary and must involve responsibilities commensurate with a higher classification. This policy ensures fair compensation for increased responsibility while maintaining compliance with all applicable Florida Statutes. The amount of a temporary special duty pay additive is based on a comparison of the employee's current pay with the pay grade of the higher-level duties being performed. The goal is to provide fair compensation for the increased responsibility without actually changing the employee's base salary.

Eligibility. To be eligible for Temporary Special Duty Assignment (TSDA) pay, an employee must meet the following criteria:

- The assignment must be in a different job classification that is at a higher pay grade or salary range.

- The employee must assume a majority (more than 50%) of the duties and responsibilities of the higher-level position.
- The employee must meet the minimum qualifications and experience required for the higher-level classification.
- The assignment must be temporary, defined as lasting no less than 30 consecutive calendar days and not to exceed one year without re-evaluation and re-approval.
- The special duty must be assigned by management, not voluntarily assumed by the employee.
- The employee must not have any active disciplinary actions.

Compensation:

Pay Additive: TSDA pay is a pay additive on top of the employee's regular base pay and is not a change to the base salary.

Calculation: The additive amount is calculated on a case-by-case basis by the department head and Human Resources. The additive is intended to be equitable and commensurate with the higher-level responsibilities being assumed, and it will be aligned with the pay range of the higher classification.

Effective Dates: The pay additive will begin on the effective date of the temporary assignment and will cease immediately upon the assignment's conclusion.

Procedures for approval. The department head must submit a written request to the Human Resources Director justifying the need for the special duty assignment. The request must include:

- The reason for the temporary assignment (e.g., vacancy, extended leave).
- The specific dates of the temporary assignment.
- A description of the duties to be assumed.
- The proposed pay additive amount.

The Human Resources Director will review the request to ensure it meets the policy's criteria. They will evaluate the proposed pay for internal equity and provide a recommendation to the Mayor. The Mayor has the final authority to approve or deny the TSDA pay request. Once approved, Human Resources will provide written confirmation of the assignment, effective dates, and pay rate to the employee and the department head.

An extension of a TSDA beyond one year requires subsequent review and re-approval by the Mayor, with justification for the continued temporary assignment. This policy addresses pay for all staff employees. The specific application for FLSA-exempt employees may require additional review by Human Resources to ensure compliance.

Cost of Living Adjustment

The Cost-of-Living Adjustment (COLA) ensures that the salary structure is adjusted equally across the board to reflect changes in the wage index. A review of the COLA is completed annually as part of the City Council budget process. All approved adjustments will take effect on October 1st of the new fiscal year.

Travel Cost Expenses

To be eligible to receive travel reimbursement, employees must have followed department rules and regulations to receive trip authorization. Travel cost expenses, including mileage and per diem, will be reimbursed to the employee following the trip.

When a city credit card is used, the employee must turn in all receipts from transactions where that card was used within one (1) week of returning from travel. If receipts have not been received, the amounts will be deducted from the employee's paycheck.

Following travel, employees must submit a Travel Voucher Form for approval to the Finance Director for reimbursement.

Travel vouchers shall show all expenses incurred during the trip, except airline and hotel bills that were approved and paid by a City credit card before the trip. All receipts must be attached to the travel voucher as proof of expended finances, including but not limited to parking fees and toll fees. The Finance Director will approve travel vouchers before being submitted to Accounts Payable for payment.

Mileage: Employees who are required to use their privately owned vehicles for City business travel shall be entitled to reimbursement at the rate per Florida Statute 112.061 unless otherwise approved by the Mayor. Mileage will be paid according to the current State of Florida reimbursement rate.

Overnight Travel: Overnight travel and food costs shall be paid per Florida Statute 112.061.

- 1) Breakfast is paid for when travel begins before 6 a.m. and extends beyond 8 a.m. at a rate of \$10 per day.
- 2) Lunch is paid for when travel begins before 12 p.m. and extends beyond 2 p.m. at a rate of \$20 per day.
- 3) Dinner is paid for when travel begins before 6 p.m. and extends beyond 8 p.m. or when travel occurs during the nighttime hours due to a special assignment, at a rate of pay of \$30 per day.
- 4) If travel is over a period of twenty-four (24) hours or more, requiring an overnight absence from their regular work location, employees will be paid education time based on their regular working hours daily.

Access to Personnel Files

Employee files are maintained by the HR Director and are considered confidential. Supervisors may only have access to personnel file information on a need-to-know basis. Employees may inspect their own personnel files and may have copies of them, but may not remove documents from their files. Inspections by employees must be requested in writing to the HR Director and will be scheduled at a mutually convenient time or as required under state law. Personnel files are to be reviewed by the HR Director. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employment of Relatives and Domestic Partners

The City may hire relatives and domestic partners if (1) the persons concerned will not work in a direct supervisory relationship and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, “relatives” are defined as spouses, children, siblings, parents, or grandparents. A “domestic partnership” is generally defined as a committed relationship between two individuals who share a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the City, provided they do not work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together work in a direct supervisory relationship with each other, the City will attempt to reassign one of the employees to another position for which the employee is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the City.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and PTO will not be counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

Department directors are asked to provide a written notice to Human Resources at least 30 working days in advance of the last day of work. The 30 days must be actual working days. Holidays and PTO will not be counted toward the 30-day notice. Department directors who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

If an exempt (salaried) employee is separated from service (dismissed, resigns, or retires, etc.) without having used accumulated compensatory time, the employee will be paid for the compensatory time earned, not to exceed the one hundred and twenty (120) hour maximum, at their regular rate of pay at the time the separation occurs.

In most cases, the Department director will conduct an exit meeting on or before the last day of employment to collect all City property and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

All employees who voluntarily resign and successfully complete their notice period will receive a paycheck for their regularly worked hours. The following payroll run will include all vacation and/or comp time earned payouts.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the City.

WORKPLACE SAFETY

Drug-Free and Alcohol-Free Workplace

It is the policy of the City of Bonifay to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the City.

The unlawful use, possession, purchase, sale, or distribution of or being under the influence of any illegal drug or controlled substance (including medical marijuana) while on City or client premises or while performing services for the City is strictly prohibited. The City of Bonifay also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, the City of Bonifay prohibits off-premises abuse of alcohol and controlled substances (including medical marijuana), as well as the possession, use, or sale of illegal drugs, when these activities adversely affect job performance, job safety, or the City's reputation in the community.

To ensure compliance with this policy, substance abuse screening may be conducted in the following situations:

Preemployment: As required by the City for all prospective employees who receive a conditional offer of employment;

For cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or have adversely affected the employee's job performance; *and*

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Smoke-Free Workplace

Smoking is not allowed in City buildings, work areas, vehicles, or equipment at any time. “Smoking” includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

The City of Bonifay is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, the City discourages employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse; attempts to intimidate others; menacing gestures; stalking; or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at City-sponsored functions.

All City of Bonifay employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, director, or HR Director. All threats will be swiftly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the City, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

The City of Bonifay prohibits the possession of weapons on its property at all times, including our parking lots or City vehicles. Additionally, while on duty, employees may not

carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages or cut string and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

The City reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on City property. In addition, the City of Bonifay may inspect the contents of lockers, storage areas, file cabinets, desks, and workstations at any time and may remove all City property and other items that violate City rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most critical aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 911 to activate the medical emergency services.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

Emergency Closings

The City of Bonifay will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed. Still, employees may choose to leave the office if they feel uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If employees leave earlier than the official closing time, they will be paid only for the actual hours worked; alternatively, they can use their PTO time. Exempt employees will be paid for a normal full day, but are expected to complete their work at another time.

Visitors

To maintain security and safety for our employees, the City of Bonifay has the following policy with respect to visitors:

All visitors must check in with the receptionist, must wear a visitor's badge, and must be escorted by an employee.

This policy applies to anyone who is not an active employee, including employees on leave, former employees, vendors, and suppliers.

Generally, friends and family members are not permitted to visit employees at the workplace.

When employees have any doubt about whether a person can visit, they should contact the HR Director.

WORKPLACE GUIDELINES

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voicemail, text, and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval also may result in discipline up to and including termination. If an employee fails to report to work or call in to inform the supervisor of the absence for three (3) consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or directors is essential. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Outside Employment

Employees generally are permitted to work a second job as long as it does not interfere with their job performance or create a conflict of interest with the City of Bonifay. All employees, including part-time employees, must obtain prior approval from the HR Director before undertaking any outside employment or other work activity.

Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. In addition, employees who have accepted outside employment may not use paid sick time to work on

the outside job. However, an employee on a leave of absence may continue to work in an outside job if the City has approved this employment under this policy and the employee's reason for leave does not preclude the outside employment.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action up to and including termination.

Dress and Grooming

The City of Bonifay provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is crucial to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Certain employees may be required to meet special dress and grooming requirements, depending on the nature of their job. It is essential to remember that the dress code reflects our City's professionalism and commitment to safety. Any questions or complaints regarding attire should be directed to the Department Head.

The City of Bonifay offers to provide an allowance yearly for work-related clothing and gear. These funds are contingent upon whether they are provided in the annual department budget. The allowance is available to all regular full-time employees for the specific purpose of job and safety requirements. All employees who received uniform shirts from the City will have that amount deducted from the annual stipend allowance. In exchange, the employee agrees to enter into the Uniform Agreement with the City.

Cellphone Safety and Driving

Safe driving is the priority when operating a vehicle for official City of Bonifay business. Employees' first responsibility is to pay attention to their driving. They should never allow a cellphone or any other mobile device to distract them from concentrating on driving.

Under no circumstances should employees feel that they need to place themselves or others at risk while driving to fulfill business needs. Employees should follow these procedures to avoid distracted driving:

Follow all applicable state and local laws that address the use of cellphones and other mobile devices while driving.

Avoid using cellphones while driving, and avoid using them as a hand-held device. Find a safe place to pull over to make/receive phone calls, send/receive text messages, or manipulate navigation apps.

Program their destination into navigation apps or GPS devices before they start driving.

Do not read or respond to text messages, e-mail, browse social media, or use the Internet while driving.

Be aware of distractions from in-car “infotainment” systems. Just because they are built into the vehicle does not mean they do not create a hazardous distraction.

Employees who fail to follow safety guidelines are subject to discipline.

Social Media Acceptable Use

The City of Bonifay encourages employees to share information with coworkers and with those outside the City for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provides inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public, and therefore, the City has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and Snapchat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. Generally, the City views social media activities as personal endeavors, allowing employees to use them to express their thoughts or promote their ideas. In addition, employees may not post on a personal blog or webpage or participate on a social networking platform for personal purposes during work time or at any time with the City of Bonifay equipment or property.

On-duty use of social media. Employees may engage in social media activity during work time, provided it is directly related to their work and approved by their director and does not identify or reference City clients, customers, or vendors without express permission. The City monitors employee use of City computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the City, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge the City of Bonifay's confidential information, such as trade secrets, client lists, or information restricted from disclosure by law, on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status, make defamatory comments, or engage in other behavior that violates the City's policies.

Post disclaimers. Employees who identify themselves as City employees or discuss matters related to the City on a social media site must include a disclaimer on the front page stating that it does not express the views of the City and that the employees are expressing only personal views—for example, “The views expressed on this website/blog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position, and repeat it for each posting expressing an opinion related to the City or the City’s business. Employees must keep in mind that if they post information on a social media site that violates City policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use social media to criticize the City’s competition and should not use it to compete with the City.

Confidentiality. Employees should not identify or reference City clients, customers, or vendors without express permission. Employees may write about their jobs in general, but may not disclose any confidential or proprietary information. For examples of confidential information, employees should refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Employees should remember that new ideas related to work, or the City’s business, belong to the City. Please do not post them on a social media site without the City’s permission.

Trademarks and copyrights. Employees should not use the City’s or others’ trademarks on a social media site or reproduce the City’s or others’ material without first obtaining permission.

Avoid statements about the City’s future. Because the City is publicly held, writing about projected growth, sales and profits, future products or services, marketing plans, or the stock price may violate Securities and Exchange Commission (SEC) rules or other applicable laws.

Legal. Employees are expected to comply with all applicable laws, including, but not limited to, Federal Trade Commission (FTC) guidelines and copyright, trademark, and harassment laws.

City restrictions. Because the City is publicly held, it may require that employees temporarily confine social media commentary to topics unrelated to the City or that employees temporarily suspend such activity to ensure compliance with the SEC’s regulations or other laws. The City may also require employees to delete references to it on a website or blog and to stop identifying themselves as employees of the City.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employees' rights under any applicable federal, state, or local laws, including rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Employees may submit to HR notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. HR approves, posts, and takes down all notices. All notices posted by employees will be removed after 2 weeks unless otherwise stipulated. The City reserves the right to refuse permission to post or to take down any announcement.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. To protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after a shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature during working hours and, at all times, in "working areas," which include all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass, solicit, or distribute materials anywhere on City property at any time.

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Computers, Internet, E-Mail, and Other Resources

The City of Bonifay provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voicemail, scanner, Internet, intranet, e-mail, text messaging, portable electronic devices, or any other City-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled professionally and respectfully.

Employees should not have any expectation of privacy in their use of City computers, phones, portable electronic devices, or other communication tools. All communications made using City-provided equipment or services, including e-mail and Internet activity, are subject to inspection by the City. Employees should keep in mind that even if they delete an email, a voicemail, or another communication, a copy may be archived on the City's systems.

Employee use of City-provided communication systems, including personal e-mail and Internet use, which is not job-related, has the potential to drain, rather than enhance productivity and system performance. You should also be aware that information transmitted through e-mail and the Internet is not entirely secure or may contain viruses or malware, and information you transmit and receive could damage the City's systems, as well as the reputation and/or competitiveness of the City. To protect against possible problems, delete any e-mail messages before opening that are received from unknown senders and advertisers. It is also against City policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on City computers. Violations of this policy may result in termination for a first offense.

The City encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding City business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements, as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the City.

All use of City-provided communications systems, including e-mail and Internet use, should conform to our City guidelines/policies, including, but not limited to, the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So, for example, employees

should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not disclose confidential information, such as trade secrets, client lists, or information restricted from disclosure by law, on social media sites.

Because e-mail, telephone, voicemail, and Internet communication equipment are provided for City business purposes and are critical to the City's success, your communications may be accessed without further notice by the contracted IT City and City management to ensure compliance with this guideline.

Each employee's use of the City's Internet system must conform to these guidelines, without exception. This policy is also intended to inform employees that the media and information transferred through the City's Internet access, including e-mail, and other digital information in their possession or use, is neither private nor confidential.

Users are required to:

- Limit use of the City's Internet access to legitimate City business purposes.
- Learn and observe the permissible and prohibited uses of this policy.

Users are cautioned that the Internet is not a secure environment; therefore, users should not reveal personal, private, or proprietary information to anyone over the Internet. They should not transmit over the Internet any unlicensed or illegal software, or any City-owned software.

Department Directors are required to oversee that their department's Internet users conform to the City policy described in this and all other related documents.

Permissible Uses:

- The City provides Internet access to employees solely for business purposes.
- Internet access is intended to provide employees with ready access to information and communication available through the World Wide Web, when necessary for research, review, and retrieval in the conduct of City business.
- All material retrieved is the property of the City, as is any electronic mail created, sent, or received through City-supplied Internet access.
- Electronic mail may be used on the Internet to conduct City business.

Prohibited Uses:

- The City's Internet access may not be used for any purpose that is unlawful or unethical.
- Usage of Internet access may not compromise the integrity or business of the City in any manner.

- No proprietary, personal, or sensitive information shall be transmitted to another party through the Internet for any purpose. This includes information relating to the conduct of the City's business, legal or financial affairs, or personal matters unless authorized by the Department Director.
- Employees may not access the Internet from a computer outside the City, including home computers, using the City's internet accounts unless in the conduct of City business with prior approval of the City's IT Contractors.
- Employees may not use the City's Internet access to view, access, retrieve, or review any material that is obscene, sexually oriented, offensive, abusive, harassing, threatening, or that violates Federal, State, or local laws or ordinances.
- The City's Internet access may not be used to conduct personal business or for any personal gain. This prohibition includes the use of the City's Internet access to "surf the Net" for any purpose that is not directly related to City business. This prohibition includes the use of any individual component of the City's Internet access.
- Employees may not access or subscribe to any Internet news group or web page that is not directly and specifically related to the City's business. In no case shall the City incur any additional charges for any subscription, business-related or not, without prior approval of the City's IT Contractors.
- Purchases of any goods, materials, or services made by Internet access shall conform to the City's purchasing policy. Any employee who violates this provision shall be individually financially liable for the full amount of all purchases; no exceptions shall be made. Employees shall not use City accounts to make personal purchases.
- Downloads of files and email attachments acquired through the Internet may not be used without prior screening for viruses in a manner approved by the contracted IT City.
- For security reasons, people not employed by the City, including former employees, may not use the City's Internet access.
- Employees may not reveal assigned passwords, log-on procedures, or any other specific information to any other person. Employees may not share passwords with other employees.
- Also prohibited is the use of any of these systems to transmit or receive inappropriate messages, to access inappropriate information, or to harass or annoy another party. Inappropriate messages and information include, but are not limited to, those that are for personal benefit and those involving discriminatory, hostile, suggestive, obscene, or otherwise unsuitable language and content.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Employees should pay particular attention to the use and security of portable electronic devices when used for business-related purposes, such as laptops, tablets, smartphones, and other data storage media, whether provided by the employer or the employee. Lost or stolen portable electronic devices containing City information may cause breaches of security that result in the loss of City confidential commercial data, the loss of vital research data, the unauthorized disclosure of sensitive employee data, lawsuits against the individual, and lawsuits against the City. Employees should use appropriate password protections for such devices and physically secure them as recommended by the contracted IT City.

Office telephones are for business purposes. While the City recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the City's cellphones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The City reserves the right to monitor customer calls to ensure employees abide by City quality guidelines and provide appropriate levels of customer service. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is meant to, nor should it be interpreted to, in any way limit employees' rights under any applicable federal, state, or local laws, including rights under the NLRA to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits. Employees have the right to engage in or refrain from such activities.

Lactation Accommodations

The City of Bonifay will provide a reasonable amount of break time to accommodate employees who wish to express breast milk for their child. Such time should run concurrently with existing meal and break times, and if that is not possible, the time will be unpaid.

Disciplinary Procedure

The City of Bonifay expects employees to comply with the City's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the City of Bonifay encourages a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as "employees at will" or in any way restrict the City's right to bypass the disciplinary procedures suggested herein.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

- Step 1: Informal discussion. When a performance problem is first identified, the nature of the situation and the necessary corrective action should be thoroughly discussed with the employee.
- Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present information regarding the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action that may include discharge, and (e) issue a counseling notice to the employee.
- Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and a representative from the HR Director should meet with the employee in private and proceed via (a) through (d) above and issue a reprimand notice to the employee.
- Step 4: Suspension. Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the department director and the director of HR. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, such as a written policy prohibiting sexual harassment or workplace violence.
- Step 5: Termination. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above may also be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct or any time the supervisor determines it is necessary, such as a significant breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay), and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

TIME OFF AND LEAVES OF ABSENCE

Holidays

Holiday leave is a benefit provided to all full-time employees that provides them with paid time off for designated holidays observed by the City and approved by the City Council.

The City of Bonifay observes and allows time off with pay for the following holidays:

- 1) New Year's Day
- 2) Martin Luther King Jr. Day
- 3) Presidents' Day
- 4) Good Friday
- 5) Memorial Day
- 6) Juneteenth National Independence Day
- 7) Independence Day
- 8) Labor Day
- 9) Columbus Day
- 10) Veterans' Day
- 11) Thanksgiving Day
- 12) Day after Thanksgiving
- 13) Christmas Eve
- 14) Christmas Day
- 15) Persona Holiday

Additional (temporary) holidays may be added at the discretion of the Mayor, while the City Council will vote on all permanent holidays.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, it will be observed on the preceding Friday as a substitute holiday. The City reserves the right to pay eligible employees instead of time off if the holiday falls on a Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Hourly nonexempt employees become eligible after they have been actively employed with the City for 3 months. Exempt salaried employees may receive holiday pay immediately upon joining the City. Part-time and temporary employees are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times the employee's regularly scheduled hours (not to exceed 8 hours).

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the City should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is typically observed as a holiday and then take time off for another religious day. Employees may also be able to

switch a scheduled day with another employee, take vacation time, or take off unpaid days. The City will seek to accommodate individuals’ religious observances reasonably.

Vacation

The City of Bonifay recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The City provides paid vacation time to its full-time employees for this purpose, and employees are encouraged to take vacation time during the year.

Full-time employees will accrue paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>
All	8 hours per month of continuous service
Grandfathered (10 + years)	10 hours per month of continuous service

Employees may not take paid vacation until they have actually earned or accrued the vacation time. New employees accrue paid vacation at the start of employment, but may not take any vacation until they have completed at least 6 months of employment.

Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of 1 full workday up to a maximum of 2 weeks in a row. Directors have the right to designate when some or all of the vacations must be taken.

Employees whose employment terminates will be paid for unused vacation time that has accrued, to be paid after the last worked hours have been paid out.

Sick Leave

The City of Bonifay provides regular, full-time, and part-time employees with paid sick days. Employees become eligible for sick days immediately.

Full-time employees accrue sick days as follows:

All	8 hours per month of continuous service
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Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.

Employees may carry accrued sick days over from one year to the next. There is no maximum accrual allowed for employees.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as it is practical.

If an employee misses three (3) or more consecutive days because of illness, the City of Bonifay will require the employee to provide a physician's written permission to return to work.

Except as required by state law, unused sick days are forfeited when an employee's employment ends for any reason.

Sick leave donation: This provides for a direct donation of sick leave from one employee to another who has suffered a documented personal or immediate family member illness, accident, condition, or injury. To be eligible to receive leave, an employee must have exhausted all other leave, including annual, sick, and compensatory leave. To be eligible to receive leave, an employee must be a full-time, regular City employee. The donor shall maintain a minimum of eighty (80) hours of sick leave. For this policy, immediate family members consist of the employee's parents, children, and spouse only. The employee donating sick leave shall maintain a minimum of eighty (80) hours of sick leave following the donation. The minimum donation amount for each transaction shall be eight (8) hours. The Supervisor shall determine the maximum donation amount in consultation with the HR Director. Consideration will be given to the employee's recommended time off by their physician. The Supervisor will submit an email requesting the donation to HR, who will then notify the Payroll Clerk of any adjustments to be made.

Time Buy-Back

Employees may request payment for unused vacation and comp time. Sick leave may not be bought back. A minimum of 80 vacation hours must be kept in the "bank" to be eligible to purchase time. Requests should be made in writing to the finance director. The Finance Director has the authority to halt time buy-back in the City's budget, not to allow the buy-back at that time.

Family and Medical Leave

The City of Bonifay complies with the federal FMLA, which requires employers to grant unpaid leaves of absence to qualified workers for specific medical and family-related reasons. The City also abides by any state and local leave laws. The more generous of the laws will apply to the employee if they are eligible under both federal and state laws.

Employees should note that there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Employees should contact the HR Director to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools) to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period measured forward from the date an employee first takes that type of leave.

Basic leave entitlement. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or childbirth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, child, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military family leave entitlements. Eligible employees with a spouse, child, or parent on active duty or called to active-duty status in the National Guard or reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to 7 days of leave); (2) attending certain military events and related activity; (3) arranging child care and school activities; (4) addressing specific financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to 5 days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the armed forces, including a member of the National Guard or reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating and for which the servicemember is undergoing medical treatment, recuperation, or therapy; is in outpatient status; or is on the temporary disability retired list.

Benefits and protections during FMLA leave. During FMLA leave, the City will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be

restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent “substantial and grievous economic injury” to the City’s operations. A “key” employee is an eligible salaried employee who is among the highest-paid 10 percent of the City’s employees within 75 miles of the worksite. Employees will be notified of their status as key employees, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued before the start of an employee’s leave.

Employee eligibility. The FMLA defines eligible employees as employees who (1) have worked for the City for at least 12 months; (2) have worked for the City for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite that has 50 or more employees or is within 75 miles of City worksites that, taken together, have a total of 50 or more employees.

Definition of “serious health condition.” A serious health condition is an illness, an injury, an impairment, or a physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a healthcare provider for a condition that either prevents the employee from performing the functions of the employee’s job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a healthcare provider or one visit and a regimen of continuing treatment, incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of “continuing treatment.”

Use of leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to disrupt the employer’s operations unduly. Leave due to qualifying exigencies may also be taken on an intermittent or a reduced work schedule basis.

Substitution of paid leave for unpaid leave. Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the City requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee’s own serious health condition or the

serious health condition of a family member, or to care for a seriously ill or injured family member in the military. In addition, employees must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care of a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active-duty status in support of a contingency operation. To use paid leave for FMLA leave, employees must comply with the City's routine paid leave procedures found in its Vacation and Sick Leave policies.

Employee responsibilities. Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, employees must provide notice as soon as practicable and generally must comply with the City's routine call-in procedures. The City may delay leave for employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the City to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a healthcare provider, or circumstances supporting the need for military family leave. Employees also must inform the City if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees are also required to provide a certification and periodic recertification supporting the need for leave. The City also may require a second and, if necessary, a third opinion (at the City's expense) and, when the leave is a result of the employee's own serious health condition, a fitness-for-duty report to return to work. The City may also delay or deny approval of leave for lack of proper medical certification.

City responsibilities. The City will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required, as well as the employees' rights and responsibilities. If employees are not eligible, the City will provide a reason for the ineligibility.

The City will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employees' FMLA leave entitlement. If the City determines that the leave is not FMLA-protected, the City will notify the employees.

Other provisions. Under an exception to the FLSA in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly skilled computer professionals; and certain highly compensated employees who are exempt from the

minimum wage and overtime requirements of the FLSA, without affecting the employees' exempt status. This notable exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the City has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

Unlawful acts by employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

Safe Time

An employee with more than 3 months' service may be granted up to 3 days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence, sexual assault, or stalking. Such leave may be used to seek an injunction; obtain counseling or services from a victim-services organization; make the home secure or seek new housing; or seek legal assistance arising from the domestic violence, sexual assault, or stalking.

Administrative Leave

Administrative leave is leave with pay that is not charged against an employee's personal leave balances. Approval of administrative leave is limited to an amount necessary to bring the employee to full pay status. In no case can approval of administrative leave cause the employee to exceed the number of regular hours in the employee's work period. Prior approval by the Human Resources Director or the Mayor is required.

Examples of the types of Administrative Leave and how it may be used are listed below:

1. Disaster Service Volunteers (approved by HR or the Mayor)
2. Formal agency investigation for violation of a rule or statute, for which suspension is a penalty
3. Office Closure: City offices may have to be closed at times due to natural disasters or other emergencies. When City offices are closed, administrative leave will be granted to employees assigned to the affected offices.

Military Leave

The City of Bonifay supports the military obligations of all employees and grants leave for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the HR Director and the employee's supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will retain certain rights with respect to reinstatement, seniority, layoffs, compensation, length of service promotions, and length of service pay increases, as required by applicable federal or state law. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

Employees with more than 3 months' service may take up to 3 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to 1 day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins). The City may require verification of the need for the leave. The employee's supervisor and HR will consider this time off on a case-by-case basis. Additional days off will require an employee to use their annual leave, sick leave, compensatory time, or leave of absence without pay. Administrative leave may be granted at the discretion of the employee's direct supervisor.

Payment for bereavement leave is computed at the regular hourly rate for the maximum number of hours per day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The City supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow planning for an employee's absence.

Employees will be provided time off for jury duty in accordance with applicable laws. If an employee is released from jury duty after 4 hours or less of service, the employee must report to work for the remainder of that workday.

Time for appearance in court for personal business will be the individual employee's responsibility. Typically, personal or vacation days will be used for this purpose.

Time Off for Voting

The City of Bonifay recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, employees will have sufficient time outside working hours to vote. If, for any reason, an employee thinks this will not be the case, they should contact their supervisor to discuss scheduling accommodations.

EMPLOYEE BENEFITS

The City of Bonifay recognizes the value of benefits to employees and their families. The City supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the City Summary Plan Descriptions (SPDs), which are found on the City intranet, or contact the HR Director. To the extent the information provided here conflicts with the SPD or the complete plan document, the full plan document will prevail. All benefits begin on the first of the month following a full 30 days of employment.

Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for insurance on the first of the month following 30 days of service. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Group Life Insurance

The City of Bonifay provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. The life benefit is \$25,000.00; the cost of which is paid for in full by the City.

Short-Term Disability

Short-term disability is offered to full-time employees working a minimum of 30 hours per week. Employees are eligible for this benefit on the first of the month following 30 days of service. Short-term disability is designed to bridge the 90 days until long-term disability

coverage can take effect for an employee. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's salary up to the policy limits. This is a standard benefit, which is funded solely by the employer. In addition, employees will not be paid for vacation or sick leave for approved absences covered by the insurance.

Short-term disability benefits may run concurrently with FMLA leave and/or any other leave when permitted by state and federal law.

Long-Term Disability

Long-term disability benefits are offered to full-time employees working a minimum of 30 hours per week. If an employee becomes totally disabled and cannot work for an extended period of time, this coverage pays 60 percent of the employee's salary up to the policy limits. This is a standard benefit, which is funded solely by the employer.

Long-term disability benefits will run concurrently with FMLA leave and/or any other leave when permitted by state and federal law.

FRS (Retirement) Plan

The City of Bonifay recognizes the importance of saving for retirement and offers eligible employees a state retirement plan.

Eligibility, vesting, and all other matters relating to these plans are explained in the SPD that can be obtained from HR.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

The City of Bonifay pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses, as well as a portion of lost wages, to employees who sustain an injury on the job.

The City abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is essential to notify the supervisor and HR immediately. The supervisor will complete an injury report, gathering input from the employee, and then return the form to the HR Director. HR will file the claim with the insurance City. In cases of genuine medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, when permitted by state and federal law. In addition, employees will not be paid

vacation or sick leave for approved absences covered by the City's workers' compensation program, except to supplement the workers' compensation benefits, such as when the plan only covers a portion of the employees' salary as allowed by state law.

Employee Assistance Program

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced support for employees in addressing issues that impact their lives and job performance. The City of Bonifay aims to enable employees to maintain a healthy balance between work and family, allowing them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

This free, comprehensive counseling service offers employees three visits per issue each year and a 24-hour hotline answered by professional, degreed counselors. For legal or financial matters, employees receive a 25 percent discount on any services that might be needed.

The City encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured that the information disclosed in their sessions is confidential and not available to the City, and the City is not given any information on who chooses to use the services. For questions or additional information about this program, employees may contact the HR Director.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of The City of Bonifay. I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. The handbook, City practices, and other communications do not create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the City to employ me now or hereafter, and that I or the City may terminate my employment without reason at any time. I understand that no representative of the City has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment or to make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the Mayor of the City may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the Mayor.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

EMPLOYEE ACKNOWLEDGMENT AND RECEIPT OF HARASSMENT POLICY

I have read and understand the City’s Harassment Policy. My signature below confirms my knowledge, acceptance, and agreement to comply with the policy.

Employee’s Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN THE EMPLOYEE’S PERSONNEL FILE



TEN-8 FIRE & SAFETY, LLC
2904 59TH AVENUE DRIVE EAST

BRADENTON, FL 34203
USA
Phone: 800-228-8368
Fax: 941-756-2598

Sell To:

CITY OF BONIFAY

301 N ETHERIDGE STREET
BONIFAY FL 32425
USA

Copy

QUO

Section VI, ItemB.

Quote Number	Document Date	Page
231057893	09/19/25	1/1
Customer No.	Federal Tax ID - Business Partner	
C00070	85-8012621542C-6	
PO Number	-	
Sales Employee	Email	
Hohenstein, Carl	chohenstein@ten8fire.com	
Document Owner	Email	
Kotecki, Robert	rkotecki@ten8fire.com	
Delivery Address		

CITY OF BONIFAY

PUBLIC WORKS DEPARTMENT
BONIFAY FL 32425
USA

Description	Quantity	UoM	Vendor	Price	Total
ECSC-40-ECSP Confined Space Cutter w/Electric Confined Space Mini Pump-Kit with Carry Bag - 18v Milwaukee	1	EA	SOUTHERN RESCUE TOOLS	5,150.00	5,150.00
ECSS-40-ECSP Confined Space Spreader w/Electric Confined Space Mini Pump-Kit with Carry Bag - 18v Milwaukee	1	EA	SOUTHERN RESCUE TOOLS	5,310.00	5,310.00

Shipping: Ground

Subtotal:	\$ 10,460.00
Freight:	\$ 350.00
Total Before Tax:	\$ 10,810.00
Total Tax Amount:	\$ 0.00
Total Amount:	\$ 10,810.00

Valid Until: **10/19/2025**

"If any tax, public charge, tariff or duty, is modified assessed, levied with respect to this sale then the burden of such charge or change shall be borne by the Customer.
- please access the link below for our full terms and conditions."

All returns must be initiated within 30 days of receipt of product and will be charged a restocking fee. Contact your sales representative to receive a Return Materials Authorization (RMA). Special order parts are not returnable. Full terms and conditions for returns can be found on our website at <https://ten8fire.com/return-policy/>

Prepared by:
Fuqua & Milton, P. A.
A. Clay Milton
4450 Lafayette Street (32446)
Post Office Box 1508
Marianna, Florida 32447
Florida Bar No: 13185

This instrument has been prepared with the
Benefit of title work. The preparer has relied
exclusively on information from the Grantor.

For official use by Clerk's office only

STATE OF FLORIDA) SPECIAL WARRANTY DEED
COUNTY OF JACKSON)

THIS INDENTURE, made this _____ day of September, 2025, between **CITY OF BONIFAY**, a Florida Municipal Corporation, (the “Grantor”), whose mailing address is: 301 North Harvey Ethridge Street, Bonifay, Florida 32425, party of the first part, and **KIWANIS CLUB OF BONIFAY, FLORIDA**, a Florida not for profit corporation (the “Grantee”), whose mailing address is: Post Office Box 264, Bonifay, Florida 32425, party of the second part

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, its successor and/or assigns, the following described property, towit:

See Exhibit "A" attached and made a part thereof

The conveyance of the above-described Property is made subject to the following reservation: Grantor reserves a right of reversion, to re-enter and retake possession of and title to the Property, to be exercisable by Grantor if the Property is no longer used for the hosting of a rodeo for a period of twenty four (24) consecutive months so long as such performance was not delayed or prevented by “Force Majeure”, which shall mean Grantee’s impossibility to perform the scheduled rodeo due to acts of God, pandemics, epidemics or other similar public health related occurrences, strikes, injunctions, lockouts, government shut downs or restrictions which otherwise limit freedom of movement or the ability to work, any labor or material shortages, civil riots, floods, fire, theft, terrorism, public enemy, insurrection, war, court order, requisition or order of governmental body or authority, or delays in receiving permits from the applicable governing authority, and any other cause not reasonably within the control of or caused by Grantee and which by the exercise of due diligence Grantee is unable, wholly or in part, to prevent or overcome.

The City reserves an easement across the Property to access, maintain, repair and replace any public water, sewer or gas mains or lines located upon the Property.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor covenants to Grantee that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey the land; that the premises are free from all encumbrances made by Grantor, and that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Grantor has signed and sealed these present the date set forth on the _____ day of September, 2025.

Signed, sealed and delivered
in the presence of:

CITY OF BONIFAY
a Florida Municipal Corporation

Witness Signature

Print Name of Witness
Address of Witness: _____

By: Larry Cook
Its: Mayor

Witness Signature

Print Name of Witness
Address of Witness: _____

BY: _____
Print Name: Rickey Callahan
City Clerk

STATE OF FLORIDA
COUNTY OF JACKSON:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Larry Cook and Rickey Callahan, as the duly authorized and acting Mayor and City Clerk for the City of Bonifay, Florida, a Florida Municipal Corporation, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC
State of Florida
Print Name of Notary: _____
My Commission Expires:
Commission Number:

EXHIBIT "A"

That portion of real property lying South of Veterans Blvd, East of South Depot Street, North of Cassie Avenue (abandoned) and West of Creel Street (abandoned), located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the North 33 feet of Cassie Avenue (abandoned) lying between S. Waukesha Street and South Depot Street, located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the West ½ of Creel Street (abandoned) lying immediately East of Lots 12-17, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida;

ALSO the West 25 feet of Creel Street (abandoned) lying immediately East of Lot 18, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida; and

ALSO the West 12.5 feet of Creel Street (abandoned) lying immediately East of Lots 19 and 20, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida.

Prepared by:
Fuqua & Milton, P. A.
A. Clay Milton
4450 Lafayette Street (32446)
Post Office Box 1508
Marianna, Florida 32447
Florida Bar No: 13185

This instrument has been prepared with the
Benefit of title work. The preparer has relied
exclusively on information from the Grantor.

For official use by Clerk's office only

STATE OF FLORIDA) SPECIAL WARRANTY DEED
COUNTY OF JACKSON)

THIS INDENTURE, made this _____ day of September, 2025, between **KIWANIS CLUB OF BONIFAY, FLORIDA**, a Florida not for profit corporation, (the “Grantor”), whose mailing address is: Post Office Box 264, Bonifay, Florida 32425, party of the first part, and **CITY OF BONIFAY**, a Florida Municipal Corporation (the “Grantee”), whose mailing address is: 301 North Harvey Ethridge Street, Bonifay, Florida 32425, party of the second part

WITNESSETH:

Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto Grantee, its successor and/or assigns, the following described property, towit:

See Exhibit "A" attached and made a part thereof

The following deed restrictions are hereby imposed on the property and shall run with the land. The property shall be dedicated in perpetuity as a public facility for land uses compatible with recreational purposes for the citizens of the City of Bonifay.

Subject, however, to all covenants, conditions, restrictions, reservations, limitations, easements and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor covenants to Grantee that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey the land; that the premises are free from all encumbrances made by Grantor, and that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

THIS SPACE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Grantor has signed and sealed these present the date set forth on the _____ day of September, 2025.

Signed, sealed and delivered
in the presence of:

KIWANIS CLUB OF BONIFAY, FLORIDA
a Florida Not for Profit Corporation

Witness Signature

Print Name of Witness
Address of Witness: _____

By: Timothy Shan Hatfield
Its: President

Witness Signature

Print Name of Witness
Address of Witness: _____

By: Bettie Slay
Its: Secretary

STATE OF FLORIDA
COUNTY OF HOLMES:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Timothy Shan Hatfield and Bettie Slay, as the duly authorized and acting President and Secretary for Kiwanis Club of Bonifay, Florida, a Florida Not for Profit Corporation, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC
State of Florida
Print Name of Notary: _____
My Commission Expires:
Commission Number:

EXHIBIT "A"

OR Book 234 Page 596

Begin at NW corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and run East 537 feet; South 301.5 feet; thence East 150 feet; thence South 75 feet; thence West 150 feet for a Point of Beginning; thence run SW 118.75 feet; thence East 118.75 feet; North 118.75 feet; thence West 100 feet back to Point of Beginning, Section 6, Township 4 North, Range 14 West, Holmes County, Florida.

BEING FURTHER DESCRIBED AS:

Commence at the Northwest corner of Section 6, Township 4 North, Range 14 West, Holmes County, Florida and proceed; thence South 88 degrees 05 minutes 34 seconds East, along the Section line, 537.00 feet; thence South 01 degree 49 minutes 28 seconds East, 401.38 feet to a found iron pipe known as marking the Southwest corner of property described in Deed Book 84, page 299, and the Point of Beginning; thence South 84 degrees 20 minutes 27 seconds East, 150 .00 feet; thence South 08 degrees 04 minutes 44 seconds West, 75.00 feet to a found iron pipe on the North boundary of McKinnon and Creel Addition to Bonifay; thence North 88 degrees 01 minute 23 seconds West along said North boundary 156.99 feet to the East Right-of-way or Depot Street; thence North 12 degrees 15 minutes 26 seconds East, along said East Right-of-way, 85.58 feet to the Point of Beginning.

OR Book 551 Page 94

Beginning at the NW Corner of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 6, Township 4 North, Range 14 West, running East 537 feet, thence South 251 feet for a starting point; thence run East 300 feet; thence South 125 feet; thence West 150 feet; thence North 75 feet; thence West 150 feet; thence North 50 feet to point of beginning. As described in Holmes County, Florida OR Book 84 Page 299.

Also: Commence at the NW corner of Section 6, Township 4 North, Range 14 West and run S88°05'34" E along the section line 537 feet; thence S01°49'28" E 401.38 feet to a Point of Beginning; thence S84°20'27" E 150 feet thence N08°04'44" E 75 feet; thence N84°20'27" W 150 feet to the East boundary of Depot Street; thence S12°15'26" W 75 feet, more or less, to the Point of Beginning, containing .26 acres more or less, in Holmes County, Florida. Above description based on bearings of survey by Jason Clark dated 7-12-1995. As described in Holmes County, Florida OR Book 236 Page 80.

AMENDED AND RESTATED LEASE

THIS AMENDED AND RESTATED LEASE is made and executed in duplicate by and between the KIWANIS CLUB OF BONIFAY, FLORIDA, a Florida not for profit corporation, whose address is P.O. BOX 264, BONIFAY, FL 32425 (hereinafter referred to as Landlord) and the HOLMES COUNTY SCHOOL BOARD, whose address is 307 W. North Ave., Bonifay, FL 32425 (hereinafter referred to as Tenant).

WHEREAS, the City of Bonifay, Florida and Tenant previously entered into that certain Lease (the "Lease") dated on or about May 1, 2006, a copy of which was recorded in Official Records Book 463, Page 724, Public Records of Holmes County, Florida, concerning the property described in said Lease; and

WHEREAS, the City of Bonifay, Florida conveyed title to the property that is the subject of the Lease to LANDLORD and LANDLORD accepted ownership of the property subject to the Lease; and

WHEREAS, the City of Bonifay, Florida assigned the Lease to the LANDLORD; and

WHEREAS, the LANDLORD and TENANT desire to amend and restate the Lease and to amend and modify certain provisions of the Lease as set forth herein.

IN CONSIDERATION of the mutual benefits to all parties, it is agreed as follows:

1. Description of the Premises. Landlord leases to Tenant, and Tenant leases from Landlord, as herein provided, the following described property, together with all and singular the tenements, hereditaments and appurtenances thereunto:

SEE ATTACHED EXHIBIT "A"

Referred to herein as the "Subject Lands".

2. Term. The term of this lease shall be from August 1, 2025 to July 31, 2045.

3. Rent. No rent shall be paid by the Tenant provided it meets all conditions herein.

4. Use of the Subject Lands, Generally. The Subject Lands are to be used by the Tenant for the development of health and physical educational programs and for use as a general athletic building. Landlord reserves the right to use the Subject Lands for events throughout the Term. Landlord will provide Tenant with the dates of each event no less than 30 days prior to such event. Landlord's use of the Subject Lands shall not constitute a violation of Tenant's right to quiet enjoyment of the Subject Lands. Nothing in this Lease shall be construed as to prevent Tenant from conducting other, non athletic activities at Memorial Field, such as high school commencement exercises, provided prior approval has been granted by Landlord.

5. Insurance Risk. Tenant shall not use the Subject Lands in any manner, even in its use for the purpose for which the Subject Lands are leased, that will increase risks covered by insurance on the Subject Lands. Tenant further agrees not to keep on the Subject Lands, or permit to be kept, used, or sold thereon anything prohibited by the fire insurance policy covering the Subject Lands.

Tenant shall comply, at its own expense, with all requirements of insurers necessary to keep in full force the fire and liability insurance covering the Subject Lands

6. Waste, Nuisance, or Unlawful Use. Tenant shall not commit, or allow to be committed, any waste on the Subject Lands, or use or allow the Subject Lands to be used for any unlawful purpose.

7. Payment of Utilities. Tenant shall be responsible for the payment of all utilities furnished at the Subject Lands, including electricity, gas, water and telephone services, provided such services were used during activities sanctioned and approved by the Tenant.

8. Repairs and Maintenance. Tenant, at its own expense, shall maintain, repair and keep the Subject Lands, including, without limitation, bleachers, press box structures, windows, doors, lights, skylights, adjacent sidewalks, interior walls, exterior walls, restrooms, parking areas, all irrigation and plumbing fixtures, and turf field in good repair.

9. Inspection. Landlord reserves the right to enter upon the Subject Lands at reasonable times to inspect the premises, to perform required maintenance and repair, and/or to make additions or alterations to any part of the Subject Lands, and the Tenant hereby agrees to permit Landlord such right of entry.

10. Liability Insurance. Tenant shall procure and maintain in force during the term of this lease and any extension thereof, at Tenant's expense, public liability insurance with companies and through brokers approved by Tenant, adequate to protect against liability for damage claims through public use or arising out of accidents occurring in, on, or around the Subject Lands. Tenant shall name Landlord as an additional insured on any such policy, unless prohibited by Florida law. Notwithstanding the foregoing, the Tenant intends to avail itself of the benefits of Section 768.28 (as may be subsequently amended from time to time) and of other statutes and common law governing sovereign immunity to the fullest extent possible. Nothing in this Lease is intended to inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

11. Assignment and Sublease. Tenant shall not to assign or sublease the Subject Lands, or any part thereof, or any right or privilege connected therewith, or to allow any other person or entity, except Tenant's agents and employees, to occupy the Subject Lands or any part thereof, without first obtaining Landlord's consent. Any approved sublease agreement shall include the Bonifay Kiwanis Club as additional insured.

12. Breach. In the event of a breach of this Lease, both Landlord and Tenant shall have the right to claim or assert the full remedies available as provided by Florida law. If Tenant causes such breach, Landlord shall have the additional right to re-enter and assume full control over the Subject Lands after ten (10) days written notice to the Tenant.

13. Waiver of Jury Trial. The parties waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other on any matters arising out of this Lease or the relationship between Landlord and Tenant.

14. Waiver. No waiver of any condition or covenant of this Lease by a party shall be deemed to imply or constitute a further waiver by the other party of any other condition or covenant of this Lease. The rights and remedies created by this Lease are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, unless prohibited by law.

15. Notices. The parties agree that any notices or communications regarding this Lease shall be delivered in writing by certified mail, registered mail, or email with receipt confirmed to the parties at the addresses set forth hereinabove or as subsequently designated by the parties.

16. Written Agreement. The Lease contains the entire agreement between the parties hereto, and it may be modified only by an agreement in writing executed by Landlord and Tenant with the same formalities as this Lease. No surrender of the Subject Lands or of the remainder of the Term of this Lease shall be valid unless delivered to Landlord in writing.

17. Time. It is understood and agreed between the parties hereto that time is of the essence in the performance of all the terms and provisions of this Lease.

18. Heirs and Assigns. This Lease and all provisions, covenants, and conditions hereof shall be binding upon and inure to the benefit of the legal successors and assigns of the Landlord and Tenant.

19. Paragraph Titles or Captions. The title or captions appearing at the beginning of each numbered paragraph in this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in any way modify, amend, or affect the provisions hereof.

20. Florida Law and Applicable Venue. This Lease shall be governed by the laws of the State of Florida, both as to interpretations and performance. Any action with respect to this Lease shall be brought exclusively in the courts of the State of Florida sitting in Holmes County, Florida, and by execution and delivery of this Lease, the Parties consent to the exclusive jurisdiction of those courts. The Parties irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, which they may now or hereafter have to the bringing of any action in such jurisdiction in respect of this Lease.

21. Authority. Each of Landlord and Tenant hereby warrants to the other that it has the full and lawful power and authority to execute this Lease Agreement and to comply in all respects with the terms and conditions thereof.

INTENTIONALLY LEFT BLANK

SIGNATURE PAGES FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

TENANT:

Signed, sealed and delivered
in the presence of:

HOLMES COUNTY SCHOOL BOARD,
a Political Subdivision of the State of Florida

Witness Signature

By: Wilburn Baker
Its: Chairman of the Board

Print Name of Witness

Address of Witness: _____

Witness Signature

By: Buddy L. Brown
Its: Superintendent as Secretary

Print Name of Witness

Address of Witness: _____

STATE OF FLORIDA
COUNTY OF HOLMES:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Wilburn Baker and Buddy L. Brown, as the duly authorized and acting Chairman of the Board and Superintendent, as Secretary of the Holmes County School Board, a political subdivision of the State of Florida, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC
State of Florida
Print Name of Notary: _____
My Commission Expires:
Commission Number:

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

LANDLORD:

Signed, sealed and delivered
in the presence of:

KIWANIS CLUB OF BONIFAY, FLORIDA,
a Florida not for profit corporation

Witness Signature

By: Timothy Shan Hatfield

Print Name of Witness

Its: President

Address of Witness: _____

Witness Signature

By: Bettie Slay

Print Name of Witness

Its: Secretary

Address of Witness: _____

STATE OF FLORIDA
COUNTY OF HOLMES:

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence on this _____ day of September, 2025 by Timothy Shan Hatfield and Bettie Slay, as the duly authorized and acting President and Secretary of Kiwanis Club of Bonifay, Florida, a Florida not for profit corporation, respectively, who () are personally known to me or who or () have produced _____ as identification.

(Notary Seal)

NOTARY PUBLIC

State of Florida

Print Name of Notary: _____

My Commission Expires:

Commission Number:

EXHIBIT "A"

That portion of real property lying South of Veterans Blvd, East of South Depot Street, North of Cassie Avenue (abandoned) and West of Creel Street (abandoned), located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the North 33 feet of Cassie Avenue (abandoned) lying between S. Waukesha Street and South Depot Street, located in Section 6, Township 4 North, Range 14 West, Holmes County, Florida;

ALSO the West ½ of Creel Street (abandoned) lying immediately East of Lots 12-17, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida;

ALSO the West 25 feet of Creel Street (abandoned) lying immediately East of Lot 18, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida; and

ALSO the West 12.5 feet of Creel Street (abandoned) lying immediately East of Lots 19 and 20, Block 5 of the McKinnon and Creel Addition to Bonifay, Holmes County, Florida.