



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JULY 24, 2023 at 6:00 PM

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

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

[A.](#) 07-10-23 Regular Session

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

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

VI. PLANNING & ENGINEERING

A. City Planner

B. Dewberry

CDBG Commercial Building

Memorial Field Grant update

C. DHM Melvin Engineering

D. Mott MacDonald

VII. OLD BUSINESS

A. FDOT Community Safety Committee Appointments (2 members) - One from City Administration or Council, and one from Bonifay City Police Department.

Request from Holmes County Coordinator David Corbin.

B. 79 Corridor Meeting update

C. Waste Pro communication

D. Approve Lot Splits and Similar Land Use Requests

VIII. NEW BUSINESS

A. Water and Sewer Rates and Deposits

B. Ordinance 431 - Garbage Rates

C. Senior Discount for Water and Wastewater

D. Uniform Rental

E. ATS installation at water tower on Norman Lane

F. Water and Sewer Agreements & Rates between the City of Bonifay and FDOC for Holmes Correctional

G. Approve Planning Forms

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

July 12 Department Head meeting

Documentation for purchases

C. Employee Spotlight

X. ADJOURN

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



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, JULY 10, 2023 at 6:00 PM

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

I. CALL TO ORDER

Mayor Emily McCann called the meeting to order at 6:00 pm.

PRESENT

Mayor Emily McCann
Vice-Mayor Sierra Smith - by phone
Council Member Larry Cook
Council Member James Sellers
Council Member Shelley Carroll

Also present:

City Clerk Rickey Callahan, City Attorney Michelle Jordan, City Superintendent Trey Barbee, Police Chief Jimmy Macon, and Fire Chief Travis Cook.

A. Invocation

City Clerk Callahan gave the invocation.

B. Pledge of Allegiance

City Clerk Callahan led the Pledge of Allegiance.

II. APPROVE AGENDA

Council Members voted to approve the agenda.

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

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

III. APPROVE MINUTES

A. 06-26-23 Regular Session

Council Members voted to approve the 06-26-23 minutes.

Motion made by Council Member Sellers, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

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

Council Members voted to approve Accounts Payable, Transfers and Financial Sheets.

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

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board.

Johnny Whitaker came before the Council Members to request designating part or all of the old softball field at Memorial Field as an equestrian facility, and hold events like high school rodeos. The City could designate a person to oversee granting permission to use the property and it would generate money from facility rentals.

VI. PLANNING & ENGINEERING

A. City Planner

No updates from the City Planner.

B. Dewberry

No updates from Dewberry Engineers.

C. DHM Melvin Engineering

Veterans Memorial Park FRDAP update

Mayor McCann stated Melvin Engineers would hold some public meetings, have an Advisory Committee, and they hope to have everything ready to apply for the new FRDAP Grant when the portal opens on August 14th.

D. Mott MacDonald

No updates from Mott MacDonald.

VII. OLD BUSINESS

A. City Charter Review - Roles & Responsibilities of Council Members

Mayor McCann went over the Council Members responsibilities under the Charter.

B. Police Department equipment requests

Mayor McCann said she had a really good meeting with Chief Macon last week, and they talked about some of the ideas he has for his department. One would be a sponsorship for students going into the academy. McCann said she had put in two sponsorships in the tentative 2023-2024 budget.

Council Member Carroll questioned that if we sponsored these students, would they be required to serve a certain term with the City under a contract? If they did not fulfill the contract agreement, would the City be able to get the money back? Chief Macon advised he would propose having that requirement.

Mayor McCann said if the Council wanted to move forward, a policy would be developed that has that requirement in it.

Vice-Mayor Smith asked if we would open up a process where everyone could apply.

Chief Macon stated that 98-99% of the students are already assigned to a police or sheriff's department. In the contract it states that they have to work for that agency for 2-3 years and if they break that contract, the agency can get all money spent on the student's training back from them.

Motion made to sponsor students in the academy by Council Member Cook, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

City Attorney Jordan will bring back an agreement to the next meeting.

Mayor McCann said another item Chief Macon brought up was extending the distance for take home vehicles. Right now it states 10 miles from City limits, and the request is for 25 miles.

Chief Macon said he has two secure locations, a fire station and the prison on Highway 77, for the vehicles to be left at.

Motion made to extend the distance to 25 miles by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Mayor McCann also advised that they talked about having a hiring committee for potential officers. Chief Macon recommended the Chief, a Council Member, an officer, a business owner, and a citizen.

Motion made to have a hiring committee for potential officers by Council Member Carroll, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

City Attorney Jordan will bring back a draft policy.

Mayor McCann said Council Member Cook brought it up earlier, that the City used to have an Explorer program, and she would like to have one again, but she wanted the children to be safe.

There is documentation that has been filed, and Chief Macon said he has 3 applicants that want to be Explorers. They are doing it through Boy Scouts of America, and they have insurance on the children as well as the people that are over them.

McCann recommended retroactively approving the documentation, with the contingency that no Explorer can start until all of the documentation is brought before the Council for review.

Motion made to retroactively approve the documentation by Council Member Carroll, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Sellers, Council Member Carroll

Voting Nay: Council Member Cook

Council Member Carroll said she and Chief Macon talked about things that they need at the police department, such as tasers, body cameras, and dash cameras. She found "Spirit of the Blue" grant which helps small departments with equipment and it pays 100% of the costs.

Council Member Carroll applied for 12 of each, Axon brand Tasers, Body Cameras, Dash Cameras, holster signals, 50 taser cartridges, and all software to support new equipment. The grant paperwork was submitted on June 27th.

Motion made to retroactively approve "Spirit of the Blue" Grant that was submitted on June 27th. by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Council Member Carroll stated she was asked to reach out about a 50/50 grant to purchase 10 bulletproof vests. She applied for the grant on June 19th, and we should know by September if the City had been awarded the grant. The 50% match would be \$4,000.

Motion made to retroactively approve the grant by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Highway 79/Waukesha FDOT Project

Council Members voted to approve a letter of support to FDOT Project.

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

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

VIII. NEW BUSINESS

A. "Mobile" stage located near Veterans Park

Mayor McCann said the Holmes County Chamber of Commerce is taking ownership of the mobile stage. It is a large platform that is taking up space that can be used for the "Back to School Bash", and the City needs to request it be moved off City property by July 28th.

Motion made to approve request by Vice-Mayor Smith, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

B. My Civic app by Tyler Technologies

Mayor McCann told the Council Members that the My Civic app, by Tyler Technologies, is a mobile platform citizens can access the City on their phone; they will see meeting notices, boil water notices, contact the City and report water leaks, trash to be hauled off, etc. The cost is \$4,000 per year.

The City will ask about a six month trial.

Motion made to approve My Civic app by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

Mayor McCann informed the Council the City's computer system needs to be upgraded and recommended to approve Tyler Technology software update system to the cloud version for a cost of \$23,000.

Motion made to approve upgrade by Council Member Cook, Seconded by Vice-Mayor Smith.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

C. Resolution 2023-20

Council Members voted to approve Resolution 2023-20 naming Council Member Shelley Carroll as the Council Representative to review all accounts payable for the City.

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

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

Mayor McCann informed the Council Members of a safety concern on Friday, thankfully the Chief of Police and City Clerk were with her at the time and they were able to consult with Attorney Jordan. The safety of employees and Council is a priority and the action that was taken on Friday was to ensure the safety of everyone.

Mayor McCann said we are ready to make a Facebook page for the City, and one for the Police Department. All policies are in place as well as an archival system.

Mayor McCann recommended to pay employees every two weeks, instead of every week, with no hand written checks.

Motion made to pay employees every two weeks by Council Member Cook, Seconded by Council Member Sellers.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

A. Personnel Updates

B. Department Updates

The Bonifay Police Department had 238 calls for service from June 20th until June 30, 2023

Bonifay Fire Department had 53 events with 290 individual responses.

Mayor McCann recommends switching the Mayor to Parks and Recreation, and Vice-Mayor to Police Department.

Vice- Mayor Smith has an issue with losing Parks and Recreation, and feels she will not be the best liaison for the Police Department. Vice-Mayor Smith recommended Council Member Cook be the liaison for the Police Department, and she will take over his departments of water & sewer.

Council Members voted to move the Mayor to Parks and Recreation, and Council Member Cook as the liaison to the Police Department.

Motion made by Vice-Mayor Smith, Seconded by Council Member Sellers.

Voting Yea: Vice-Mayor Smith, Council Member Cook, Council Member Sellers

Voting Nay: Mayor McCann, Council Member Carroll

C. Capital Improvement Plan

Mayor McCann requested the Council Members to review and make notes for the Capital Improvement Plan.

D. City Cell Phone update

Mayor McCann told the Council they had met with a Verizon representative, and they will be getting 7 city cell phones. 5 for the Council Members, 1 for the City Clerk, and 1 for the wastewater Treatment Plant. They will also be getting phones for City Hall, it will be an automated system, and will cost less than we are currently paying.

E. Right-of-Way cutting

Council Member Carroll said she had talked to City Superintendent Barbee and the Holmes County Sheriff's Office about the right-of-ways not being cut. Due to building the new Sheriff's Office, they do not have enough inmates to keep the right-of-ways cut. The City has a \$65,000 contract with the Sheriff's Office to keep the grass cut. She talked to the Warden at Holmes Correctional Institution about using their inmates when they are able to do so.

Mayor McCann stated when there is a contract involved, we need to get with legal to see what we are able to talk about.

A meeting will be set up with Sheriff John Tate to discuss the concern.

F. Employee Spotlight

Mayor McCann thanked the Fire Department for the fireworks display, and the TDC for making it happen, stating that it was fantastic and safe.

Mayor McCann thanked City Superintendent Barbee and Matt Perry for doing some work with a large crane to set a new float in the mixer that treats the sewage.

John Udochi talked with the Council Members about the Veterans Memorial Park FRDAP Grant. Your application is ranked by points. The more points you get, the better your chances of getting the grant. A Sole Purpose meeting will need to be held to talk about the upgrades to the playground, and an Advisory Board will need to be chosen.

Council Members nominated the following people to the Advisory Board.

Ryan Martin, Bill Parish, Lettie McClain, Charles Flowers, Johnny Whitaker, Jack Locke, and Charlie Peacock.

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

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

A Sole Purpose meeting is going to be held July 24th at 5:00 pm.

Fire Chief Travis Cook told the Council Members that the current air filling station was approximately 20 years old and needed to be replaced. In October of 2022, the cost to replace it was \$80,000. Ryan Martin will write a non-matching grant thru Firehouse Subs.

Motion made to approve the grant by Council Member Cook, Seconded by Council Member Carroll.

Voting Yea: Mayor McCann, Vice-Mayor Smith, Council Member Cook, Council Member Sellers, Council Member Carroll

City Clerk Callahan informed the Council Members that Carr, Riggs and Ingram will set a date to go over the 2021-22 Audit, and read a finding that has happened the last 3 years with no corrective action taken.

Recommendation: The City personnel should continue to develop their knowledge of generally accepted accounting principles in order to ultimately prepare or provide technical reviews of the schedule of expenditures of federal awards and state financial assistance.

Reply & Action Taken: The City had undergone significant turnover in accounting and management positions during FY2020-21. This continued during the 2021-22 fiscal year and this finding was repeated in that audit report as well. However, the City has had consistency in their accounting and management positions for the past several months, and we anticipate remediating this finding for the FY2022-23 audit report.

X. ADJOURN

Mayor McCann adjourned the meeting at 7:22 pm.

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



Emily McCann <emily.mccann@cityofbonifay.com>

Billing issues

2 messages

Tracy Walker <tracy.walker@cityofbonifay.com>

Wed, Jul 12, 2023 at 10:42 AM

To: Loyd Childree <lchildree@wasteprousa.com>, Mi-Lim Chun <mchun@wasteprousa.com>, tdolan@wastepro.com, Sandra Corbin <scorbin@wasteprousa.com>

Cc: Rickey Callahan <rickey.callahan@cityofbonifay.com>, Emily McCann <emily.mccann@cityofbonifay.com>, Elois Bradshaw <elois.bradshaw@cityofbonifay.com>

Good morning;

Thank you for addressing my concern regarding the summary billing of our residential customers for Account number 16150; this invoice is much easier to review. Can we a summary line item on the Commercial and Frontload accounts in addition to the detail?

Our June RESIDENTIAL invoice shows a total of 1224 customers with 1 cart @ \$17.31 and 96 customers with 2 carts @ \$25.98. Our June COMMERCIAL invoices includes 92 commercial with a variety of carts, **2 residential customers with 1 cart @ \$17.31, 2 residential customers (which are actually commercial accounts) with 2 carts @ \$25.98, and 1 customer with a front load 6 yard dumpster @ \$158.05**. Finally, our FRONTLOAD account has a total of 154 dumpsters.

Our June billing report shows that we have a **total of 1288 customers being charged for garbage service; this includes commercial carts as well as front load dumpsters**. We billed for a total (residential, commercial, and multiple carts) of 1142 and 146 dumpsters.

I am still disputing the January invoice for our RESIDENTIAL account 16150 which has caused a CREDIT HOLD to be placed on this account. At one time, this invoice had a zero balance due because of check posting errors which caused a rather substantial credit. On 5/17/23 I paid for our March invoice because that was our most current invoice due after the credit was used on older invoices. On 5/19/23, I received the following email from Sandra Corbin:

Since March of 2022 I have been billing based on what I have in the system. Depends on the time of set up and price increase, we will have variances, Therefore, Typically I do a small true up monthly entry. I have got behind on the entries/ corrections. I apologize.

I have now corrected the account.

When I reviewed the account, the January invoice was open with an amount due and our account had been placed on CREDIT HOLD according to the customer portal. I emailed my concerns to Loyd Childree and Mi-Lim Chun immediately, only to find that no effort has been made to correct January's invoice. We do not believe that the City of Bonifay owes this invoice because someone "GOT BEHIND" for over a year.

Per our contract, we find that Waste Pro is in **DEFAULT**, and with this written notice now has 30 days to correct any and all billing issues, or we will have no choice but to **TERMINATE THE AGREEMENT**.

Please let me know if I can provide any documentation in order to assist in correcting these issues.

--

Thank you,

Tracy Walker
Deputy City Clerk
City of Bonifay
301 N. Etheridge St
Bonifay, FL 32425
Phone 850-547-4238

RESOLUTION NO. 2023-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, ADOPTING A POLICY TO GRANT AUTHORITY FOR THE CITY PLANNER TO APPROVE LOT SPLITS AND SIMILAR LAND USE REQUESTS.

WHEREAS, the City Council wishes to assist the citizens within Bonifay with expediting the process for land use approvals through the City; and

WHEREAS, pursuant to Section 10.05.00 of Chapter X of the land development code, the City Council may approve a lot split that conforms to these requirements or may delegate that authority to appropriate City Departments.

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

Section 1. The foregoing “Whereas” paragraphs are hereby ratified and confirmed as true and are made an express part of this Resolution.

Section 2. The City Council hereby grants the authority to the City Planner to approve lot splits and similar land use requests in order to expedite review and approval of land use applications; and

Section 3. The City Planner will abide by the land development codes.

RESOLVED after due motion, second and discussion in open session this _____, 2023.

ATTEST:

CITY OF BONIFAY, FLORIDA

By Rickey Callahan, City Clerk

By its Mayor, Dr. Emily Rone McCann

APPROVED AS TO FORM:

Michelle Blankenship Jordan
City Attorney

ORDINANCE NO. 427

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, REPEALING ORDINANCE 414 OF THE CITY OF BONIFAY RELATING TO WATER AND SEWER UTILITY RATES; ADOPTING AN INCREASE IN MINIMUM UTILITY (WATER AND SEWER) RATES FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Charter for the City of Bonifay, Florida, was adopted by referendum on January 15, 1991, and

WHEREAS, Article 1, Section 1.01, of the City Charter of the City of Bonifay, Florida, empowers and enables the City of Bonifay to conduct municipal services, and

WHEREAS, the City Council of the City of Bonifay, Florida, is vested with the authority to establish reasonable classifications of consumers of municipal services such as water and sewer and to establish variable rates for such classifications; and

WHEREAS, the City Council of the City of Bonifay, Florida, recently conducted a utility rate study and has determined that rate increases are necessary for certain municipal services in order for the City of Bonifay, Florida, to continue to adequately and properly conduct and supply said services;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonifay, Florida that the following minimum rate for City of Bonifay Utility (Water and Sewer) services are hereby established:

Section 1. Repealer:

Ordinance 414 is hereby repealed in its entirety.

Section 2. New Effective Rates:

Inside City Limits Residential Water Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$21.21	Base Rate	1
2,001 to 5,000 gal	\$2.65	Per 1,000 gal	1
5,001 to 8,000 gal	\$2.78	Per 1,000 gal	1
8,000 to 12,000 gal	\$2.92	Per 1,000 gal	1
12,000 and up	\$3.06	Per 1,000 gal	1
0 to 2,000 gal	\$26.19	Base Rate	2
2,001 to 5,000	\$3.29	Per 1,000 gal	2
5,001 to 8000 gal	\$3.46	Per 1,000 gal	2
8001 to 12,000 gal	\$3.63	Per 1,000 gal	2
12,000 and up	\$3.81	Per 1,000 gal	2
0 to 2,000 gal	\$31.16	Base Rate	3
2,001 to 5,000 gal	\$3.94	Per 1,000 gal	3

5,001 to 8,000 gal	\$4.14	Per 1,000 gal	3
8,001 to 12,000 gal	\$4.35	Per 1,000 gal	3
12,000 and up	\$4.56	Per 1,000 gal	3

Outside City Limits Residential Water Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$26.51	Base Rate	1
2,001 to 5,000 gal	\$3.31	Per 1,000 gal	1
5,001 to 8,000 gal	\$3.47	Per 1,000 gal	1
8,001 to 12,000 gal	\$3.65	Per 1,000 gal	1
12,000 and up	\$3.83	Per 1,000 gal	1
0 to 2,000 gal	\$32.73	Base Rate	2
2,001 to 5,000 gal	\$4.12	Per 1,000 gal	2
5,001 to 8,000 gal	\$4.32	Per 1,000 gal	2
8,001 to 12,000 gal	\$4.54	Per 1,000 gal	2
12,000 and up	\$4.77	Per 1,000 gal	2
0 to 2,000 gal	\$38.95	Base Rate	3
2,001 to 5,000 gal	\$4.93	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.17	Per 1,000 gal	3
8,001 to 12,000 gal	\$5.43	Per 1,000 gal	3
12,000 and up	\$5.70	Per 1,000 gal	3

Inside City Limits Commercial Water Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$28.36	Base Rate	1
2,001 to 5,000 gal	\$2.50	Per 1,000 gal	1
5,001 to 8,000 gal	\$2.63	Per 1,000 gal	1
8,001 to 12,000 gal	\$2.76	Per 1,000 gal	1
12,000 and up	\$2.89	Per 1,000 gal	1
0 to 2,000 gal	\$35.60	Base Rate	2
2,001 to 5,000 gal	\$2.63	Per 1,000 gal	2
5,001 to 8,000 gal	\$2.76	Per 1,000 gal	2
8,001 to 12,000 gal	\$2.98	Per 1,000 gal	2
12,000 and up	\$3.04	Per 1,000 gal	2
0 to 2,000 gal	\$42.85	Base Rate	3
2,001 to 5,000 gal	\$2.76	Per 1,000 gal	3
5,001 to 8,000 gal	\$2.89	Per 1,000 gal	3
8,001 to 12,000 gal	\$3.13	Per 1,000 gal	3
12,000 and up	\$3.19	Per 1,000 gal	3

Outside City Limits Commercial Water Rate:

Volume Rates Increments Year

0 to 2,000 gal	\$35.45	Base Rate	1
2,001 to 5,000 gal	\$3.13	Per 1,000 gal	1
5,001 to 8,000 gal	\$3.28	Per 1,000 gal	1
8,001 to 12,000 gal	\$3.88	Per 1,000 gal	1
12,000 and up	\$4.88	Per 1,000 gal	1
0 to 2,000 gal	\$44.50	Base Rate	2
2,001 to 5,000 gal	\$3.28	Per 1,000 gal	2
5,001 to 8,000 gal	\$3.45	Per 1,000 gal	2
8,001 to 12,000 gal	\$4.08	Per 1,000 gal	2
12,000 and up	\$4.71	Per 1,000 gal	2
0 to 2,000 gal	\$53.56	Base Rate	3
2,001 to 5,000 gal	\$3.45	Per 1,000 gal	3
5,001 to 8,000 gal	\$3.62	Per 1,000 gal	3
8,001 to 12,000 gal	\$4.48	Per 1,000 gal	3
12,000 and up	\$4.94	Per 1,000 gal	3

Inside City Limits Residential Wastewater Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$42.34	Base Rate	1
2,001 to 5,000 gal	\$4.38	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.60	Per 1,000 gal	1
8,001 to 12,000 gal	\$4.83	Per 1,000 gal	1
12,000 and up	\$5.07	Per 1,000 gal	1
0 to 2,000 gal	\$47.22	Base Rate	2
2,001 to 5,000	\$4.76	Per 1,000 gal	2
5,001 to 8000 gal	\$5.00	Per 1,000 gal	2
8001 to 12,000 gal	\$5.25	Per 1,000 gal	2
12,000 and up	\$5.51	Per 1,000 gal	2
0 to 2,000 gal	\$52.09	Base Rate	3
2,001 to 5,000 gal	\$5.14	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.40	Per 1,000 gal	3
8,001 to 12,000 gal	\$5.51	Per 1,000 gal	3
12,000 and up	\$5.79	Per 1,000 gal	3

Outside City Limits Residential Wastewater Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$52.92	Base Rate	1
2,001 to 5,000 gal	\$5.48	Per 1,000 gal	1
5,001 to 8,000 gal	\$5.75	Per 1,000 gal	1
8,001 to 12,000 gal	\$6.04	Per 1,000 gal	1
12,000 and up	\$6.34	Per 1,000 gal	1
0 to 2,000 gal	\$59.02	Base Rate	2

2,001 to 5,000 gal	\$5.95	Per 1,000 gal	2
5,001 to 8,000 gal	\$6.25	Per 1,000 gal	2
8,001 to 12,000 gal	\$6.56	Per 1,000 gal	2
12,000 and up	\$6.89	Per 1,000 gal	2
0 to 2,000 gal	\$65.12	Base Rate	3
2,001 to 5,000 gal	\$6.43	Per 1,000 gal	3
5,001 to 8,000 gal	\$6.75	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.89	Per 1,000 gal	3
12,000 and up	\$7.23	Per 1,000 gal	3

Inside City Limits Commercial Wastewater Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$54.78	Base Rate	1
2,001 to 5,000 gal	\$4.49	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.72	Per 1,000 gal	1
8,000 to 12,000 gal	\$4.95	Per 1,000 gal	1
12,000 and up	\$5.20	Per 1,000 gal	1
0 to 2,000 gal	\$57.24	Base Rate	2
2,001 to 5,000	\$4.99	Per 1,000 gal	2
5,001 to 8000 gal	\$5.24	Per 1,000 gal	2
8001 to 12,000 gal	\$5.50	Per 1,000 gal	2
12,000 and up	\$5.77	Per 1,000 gal	2
0 to 2,000 gal	\$64.69	Base Rate	3
2,001 to 5,000 gal	\$5.48	Per 1,000 gal	3
5,001 to 8,000 gal	\$5.75	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.04	Per 1,000 gal	3
12,000 and up	\$6.34	Per 1,000 gal	3

Outside City Limits Commercial Wastewater Rate:

Volume	Rates	Increments	Year
0 to 2,000 gal	\$66.83	Base Rate	1
2,001 to 5,000 gal	\$5.62	Per 1,000 gal	1
5,001 to 8,000 gal	\$4.95	Per 1,000 gal	1
8,001 to 12,000 gal	\$5.20	Per 1,000 gal	1
12,000 and up	\$5.46	Per 1,000 gal	1
0 to 2,000 gal	\$71.55	Base Rate	2
2,001 to 5,000 gal	\$6.23	Per 1,000 gal	2
5,001 to 8,000 gal	\$5.50	Per 1,000 gal	2
8,001 to 12,000 gal	\$5.77	Per 1,000 gal	2
12,000 and up	\$6.06	Per 1,000 gal	2
0 to 2,000 gal	\$80.86	Base Rate	3
2,001 to 5,000 gal	\$6.85	Per 1,000 gal	3

5,001 to 8,000 gal	\$6.04	Per 1,000 gal	3
8,001 to 12,000 gal	\$6.34	Per 1,000 gal	3
12,000 and up	\$6.66	Per 1,000 gal	3

Section 3. Severability:

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the Ordinance shall not be affected thereby.

Section 4. Effective Date:

This Ordinance shall take effect immediately upon adoption.

FIRST READING in regular session of the City Council of the City of Bonifay, Florida on the _____ day of _____, 2022.

SECOND READING in regular session of the City Council of the City of Bonifay, Florida on the _____ day of _____, 2022.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida, after due notice, publication, and second reading on the _____ day of _____, 2022.

CITY OF BONIFAY

BY: _____
James E. Sims - Mayor

ATTEST:

BY: _____
City Clerk Rickey Callahan

ORDINANCE NO. 431

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA, INCREASING CITY OF BONIFAY MINIMUM GARBAGE COLLECTION RATES AND ESTABLISHING AN AUTOMATIC RATE INCREASE FOR CITY OF BONIFAY MINIMUM GARBAGE COLLECTION RATES AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Charter for the City of Bonifay, Florida was adopted by referendum on January 15, 1991, and

WHEREAS, Article 1, Section 1.01, of the City Charter of the City of Bonifay, Florida, empowers and enable the City of Bonifay to conduct municipal services, and

WHEREAS, the City Council of the City of Bonifay, Florida, has determined that rate increases are necessary for certain municipal services, namely garbage, in order for the City of Bonifay, Florida, to continue to adequately and properly conduct and supply said services; and

WHEREAS, the City Council of the City of Bonifay, Florida, put out for public bid the City’s garbage collection services; and

WHEREAS, the City Council of the City of Bonifay, Florida, awarded said bid to the lowest bidder, Waste Pro; and

WHEREAS, the City Council of the City of Bonifay, Florida, entered into a contract with Waste Pro for Waste Pro to conduct all City garbage collection services.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonifay, Florida, that the following minimum monthly rates for the City of Bonifay garbage collection services are hereby established as follows:

GARBAGE SERVICE	AMOUNT (monthly)
1) RESIDENTIAL CARTS (one pickup per week)	
Within City limits	\$28.00
Outside City limits	\$33.00
2) COMMERCIAL CARTS	
Within City limits	\$46.00
Outside City limits	\$53.00

3) ADDITIONAL CARTS

Each \$11.00

4) DUMPSTERS

2-yard (one time per week)	\$67.00
2-yard (two times per week)	\$134.00
2-yard (three times per week)	\$201.00
2-yard (four times per week)	\$268.00
2-yard (five times per week)	\$335.00
2-yard (six times per week)	\$402.00
4-yard (one time per week)	\$134.00
4-yard (two times per week)	\$268.00
4-yard (three times per week)	\$402.00
4-yard (four times per week)	\$536.00
4-yard (five times per week)	\$670.00
4-yard (six times per week)	\$804.00
6-yard (one time per week)	\$201.00
6-yard (two times per week)	\$402.00
6-yard (three times per week)	\$603.00
6-yard (four times per week)	\$804.00
6-yard (five times per week)	\$1,005.00
6-yard (six times per week)	\$1,206.00
8-yard (one time per week)	\$269.00
8-yard (two times per week)	\$538.00
8-yard (three times per week)	\$807.00
8-yard (four times per week)	\$1,076.00
8-yard (five times per week)	\$1,345.00
8-yard (six times per week)	\$1,614.00

5) LOCKBAR

Each \$20.00

NOW, THEREFORE, BE IT FURTHER ORDAINED by the City Council of the City of Bonifay, Florida that each of the above-described utility rates for municipal garbage services (and corresponding utility taxes, if any) shall be automatically increased at any such time, and in such amount, as Waste Pro increases its corresponding rates to the City of Bonifay. The intent of

said automatic increase is to maintain the City’s rates to its customers at ten percent (10%), at least, over and above the rates Waste Pro charges to the City. Nothing in this automatic rate increase section shall be construed to automatically lower the City’s customer rates should Waste Pro’s rates decrease.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the Ordinance shall not be affected thereby.

CONFLICTING ORDINANCES: All Ordinances and all sections or parts of sections of the Code of Ordinances of the City of Bonifay, Florida, in conflict herewith are repealed. All Ordinances and all sections or parts of sections of the Code of Ordinances of the City of Bonifay, Florida, not in conflict herewith shall remain in full force and effect.

EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and signing as provided by law.

FIRST READING: in regular session of the City Council of the City of Bonifay, Florida, on the 24th day of July, 2023.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida, after due notice, publication, and second reading on the 14th day of August 2023.

CITY OF BONIFAY:

BY: _____
Mayor, Dr. Emily Rone McCann

ATTEST:

BY: _____
City Clerk, Rickey Callahan

APPROVED:

BY: _____
City Attorney, Michelle Blankenship Jordan

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, ESTABLISHING A SENIOR CITIZEN DISCOUNT PROGRAM FOR RESIDENTIAL WATER AND WASTEWATER SERVICES; PROVIDING FOR PROGRAM ELIGIBILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City Charter for the City of Bonifay, Florida, was adopted by referendum on January 15, 1991, and

WHEREAS, Article 1, Section 1.01, of the City Charter of the City of Bonifay, Florida, empowers and enables the City of Bonifay to conduct municipal services, and

WHEREAS, the City Council of the City of Bonifay, Florida, is vested with the authority to establish reasonable classifications of consumers of municipal services such as water and sewer and to establish variable rates for such classifications; and

WHEREAS, the City Council of the City of Bonifay, Florida, finds that an additional classification of consumers, senior citizens over the age of 65, are in need of discounted rates for residential water and wastewater services as set forth herein;

WHEREAS, the City Council of the City of Bonifay, Florida, hereby establishes the Senior Citizen Discount Program for residential water and wastewater services

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bonifay, Florida that the Senior Citizen Discount Program for the City of Bonifay Utility (Water and Sewer) services is hereby established:

Section 1. Senior Citizen Water Service Rate Reductions:

Any person 65 years of age or over who receives water service at his or her personal residence may apply for a _____ reduction in the water service charges of the City. Applications for reduced rates shall be on forms supplied by the City. A reduced rate shall be granted to each qualifying applicant who files an application with the City Clerk. A change of address terminates the special rate provided in this ordinance, but a new application by such person at his or her new address may be made and the reduced rate shall be allowed, if the requirements set out in this Ordinance are satisfied.

Section 2. Qualifications:

To qualify for the reduction, the total income of all members of the household shall not exceed:

1. [Text dollar amount of sum] dollars per month for one occupant;
2. [Text dollar amount of sum] dollars per month for two occupants;
3. [Text dollar amount of sum] dollars per month for three occupants;
4. [Text dollar amount of sum] dollars per month for four or more occupants.
5. In determining qualifications, other members of the household may be under 65 years of age, if the water service customer is over 65 years of age and the income set out in this Section is not exceeded by the total income of all members of the household.

Section 3. Severability:

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is held, for any reason, to be unconstitutional, void, or invalid, the validity of the remaining portion of the Ordinance shall not be affected thereby.

Section 4. Effective Date:

This Ordinance shall take effect immediately upon adoption.

FIRST READING in regular session of the City Council of the City of Bonifay, Florida on the _____ day of _____, 2023.

SECOND READING in regular session of the City Council of the City of Bonifay, Florida on the _____ day of _____, 2023.

PASSED AND ADOPTED in regular session of the City Council of the City of Bonifay, Florida, after due notice, publication, and second reading on the _____ day of _____, 2023.

City Of Bonifay

By: _____
Dr. Emily Rone McCann, Mayor

Attest:

By: _____
Rickey Callahan, City Clerk

Approved as to Legal Form:

By: _____
Michelle Blankenship Jordan, City Attorney



FACILITIES SOLUTIONS AGREEMENT

Location No. 0646

Contract No. 210431637

Customer No. 15109031

Main Corporate Code → **13218**

Date _____

Customer/Participating Agency: City of Bonifay Phone: 850-547-2701

Address: 301 J Harvey Ethridge St City: Bonifay State: FL Zip: 32425-2101

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
SEE SUPPLEMENTAL ADDENDUM CTAS-CB0001		

- This agreement is effective as of this date 03/03/2028 with a minimum term of 36 months, followed by an option to renew for two additional twelve (12) month terms. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$ 1.50 • Company Emblem \$ 1.50
- Custom Emblem \$ 1.50 • Embroidered Emblem \$ 1.50
- COD Terms \$ N/A per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$ 35.00 per delivery.
- Make-Up charge \$ Per US Communities Agreement per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$ 0.15 per garment.
- Seasonal Sleeve Change \$ 15.00 per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$ N/A
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ 5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other: _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
SEE SUPPLEMENTAL ADDENDUM CTAS-CB0001					

*Indicated bundled items/services

Initial and check box if Unilease. All Garments will be cleaned by customer

Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control Date customer.

Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 646

By: Michael Sweatt

Title: Service Manager

Accepted-GM: _____

CUSTOMER: City of Bonifay

Please Sign Name Beverly A. Gilley

Please Print Name Beverly A. Gilley

Please Print Title City Clerk

Email: beverly.gilley@cityofbonifay.com

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes -a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. **Service Guarantee:** Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
8. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. **Additional Items:** Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer- will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



ADDENDUM CTAS-CB0001 ISO AGREEMENT 210430129 BETWEEN CINTAS AND CITY OF BONIFAY

ITEM DESCRIPTION	Unit Pricing	Lost Replacement Cost
270 Cargo Pants	\$ 0.330	\$ 27.000
394 Cintas Denim Jean	\$ 0.290	\$ 20.000
935 Comfort Shirt	\$ 0.170	\$ 15.000
945 Comfort Pant	\$ 0.190	\$ 18.000
970 Hip Length Jacket	\$ 0.400	\$ 31.000
Make-Up Charge	\$ 0.150	per garment
Service Charge	\$ -	\$0.00 Service Charge
Non-Standard/Special Cut Garment	\$ 0.150	per garment
Uniform Advantage	\$ 0.100	per garment
Emblem Advantage	\$ 0.060	per garment
Prep Advantage	\$ 0.030	per garment

Cintas Location: 646
 By: Michael Sweatt
 Title: Service Manager
 Signature: _____
 Accepted By: Zell Robinson
 Title: General Manager
 Signature: _____

Customer: City of Bonifay
 Please Print Name _____
 Please Sign Name: _____
 Please Print Title _____
 Date: _____

THANK YOU FOR YOUR BUSINESS!



Service Location No. : 646 (CHIPLEY, FL)

MLRA/NA : _____ Account Number : 680

STANDARD UNIFORM RENTAL SERVICE AGREEMENT

Contract No. : _____

Date : ~~04/23/2015~~ ^{AST} 02/13/17

Customer Name : City Of Bonifay DBA Name : _____

Delivery Address : 301 J Harvey Ethridge St Delivery Add Line 2 : _____

City : Bonifay State : Florida Zip : 32426 -2101 Phone : (850) 249-7725

UNIFORM PRICING:

Item #	Description	Inventory	Del Freq	Unit Price
384	New Cintas Jean		W - Weekly Delivery	\$0.400
935	Comfort Shirt		W - Weekly Delivery	\$0.370
970	Hip length Jacket		W - Weekly Delivery	\$0.520
205	Womens Shirt		E - Every-Other-Week Del	\$0.400
894	Cintas Jean		E - Every-Other-Week Del	\$0.400
945	Comfort Pants		E - Every-Other-Week Del	\$0.400
	Uniform Advantage		E - Every-Other-Week Del	\$0.070
	Prep Advantage		E - Every-Other-Week Del	\$0.060
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			E - Every-Other-Week Del	
			M - Monthly (every 4th we	

- This agreement is effective as of the date of execution for a term of 60 months from the date of installation.
- The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an Invoice.
- Name Emblem \$ _____ ea • Company Emblem \$ _____ ea
- Custom Emblem \$ _____ ea • Embroidery \$ _____ ea (direct embroidery requires a buy back agreement)

Pricing of emblems is valid for initial installation only.

- COD Terms \$ _____ per delivery charge for prior service (if Amount Due is Carried to Following Delivery)
- Credit Terms - Charge Payments Due 10 Days After End of Month

AUTOMATIC LOST REPLACEMENT CHARGE DETAILS

Item #	% of Inventory	Price / ea

- Minimum Charge: \$ 30.00 per delivery.

- Lock-up Charge: \$ _____ per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked, unusually small or large sizes, unusually short or long sleeve or length, etc) premium \$ 0.16 per garment per delivery.
- Seasonal Sleeve Change \$ _____ per change per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills. Shop towel container \$ _____ per delivery.
- Artwork Charge for Logomat \$ _____
- Uniform Storage Lockers: \$ _____ ea/delivery, Laundry Lock-up: \$ _____ ea/delivery Shipping: \$ _____
- Service Charge \$ 19.99 per delivery.

This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.

- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$ _____ per garment will be assessed for employees size changed within 4 weeks of add-on or installation.
- Uniform Advantage \$ 0.07 per garment.

Uniform Advantage covers damaged garments needing replaced outside of normal wear and tear. Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Uniform Advantage at any time.

- Premium Uniform Advantage \$ 0.05 per garment.

Premium Uniform Advantage covers damaged garments needing replaced outside of normal wear and tear. Premium Uniform Advantage does not cover lost or unreturned garments. The Customer or Company may cancel Premium Uniform Advantage at any time.

• Other: _____

FACILITY SERVICES PRODUCTS PRICING:

Bundle	Item #	Description	Rental Freq	Inventory	Unit Price	Discount

- Floor Restroom Kitchen Restaurant

- _____ Select Yes if Unlease. All garments will be cleaned by Customer.
- _____ Select Yes if receiving Linen Service. Company may make periodic physical inventories of items in possession or under control of Customer.
- _____ Select Yes if receiving direct embroidery. If service is discontinued for any employee, or Customer deletes any of the garments with the direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement value.
- _____ Select No if customer does not want to participate in Uniform Advantage.
- _____ Select No if customer does not want to participate in Premium Uniform Advantage.



STANDARD UNIFORM RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns ("Customer") orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns ("Company") all of the Customer's requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained herein. Pricing is based on 52 weeks billing per rental item per year.

2. All garments and other rented items will be cleaned and maintained by Company and remain the property of the Company. Any garments that require replacement due to normal wear will be replaced by Company at no charge to Customer.

3. Unless specified otherwise, the garments supplied under this agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. Flame retardant and acid resistant garments are available from Company upon request. Customer agrees to notify its employees that their garments are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Customer warrants that none of the employees for whom garments are supplied under this agreement require flame retardant or acid resistant clothing.

4. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled garments or other textiles serviced under this agreement. In no case will hazardous materials be present to the extent that they may be harmful to Company's employees.

5. The weekly rental charge for any individual leaving the employ of Customer can be terminated, but only after all garments issued to that individual, or the current replacement value of same, have been returned or paid to Company. Any non standard, or special products (i.e., logo mats) must be purchased by the customer if service is stopped for any reason. If items are lost or damaged by any means Customer will pay the then current replacement values for said items. Should Customer require garment sizes that are outside the standard size range, Customer agrees to pay the specific premium price for those items and sizes designated under Uniform Pricing.

6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, 60 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement.

7. If the Customer receives discount pricing due to bundling of products/services, Customer acknowledges that discount is subject to Customer continuing the bundling of the products/services. Should Customer discontinue bundling, pricing may be increased to the non discounted pricing. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the date due to the date of payment in full at an annual percentage rate equal to the lesser of (a) eighteen percent 18% or (b) the maximum rate permitted by applicable law.

8. Company is a licensee and not the owner of the Carhartt trademarked products. If Company should no longer have such license, then Company will substitute the Carhartt trademarked garments with garments of similar material and quality.

9. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement.

10. Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.

11. Additional customer employees, products and services may be added to this agreement and shall automatically become part of and subject to the terms hereof this agreement, and subject to all of its provisions. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the application expiration date for any reason other than documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all garments and other products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customers account prior to termination.

12. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration law. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in the state where Customer is located.

13. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.

14. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto. This agreement may only be amended by a written document executed by all parties.

15. This Agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Cintas, provided, however, if a Federal, state or local governmental body or its representative is a party to this Agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of Cintas.

Terms and Conditions Reviewed

By signing this agreement, I also authorize Cintas to check my credit to determine payment terms for this agreement.

By signing this agreement, the customer waives his/her signature as a requirement for services rendered. The customer agrees to pay all services in full without the signature on their weekly invoice(s). Customers with multiple weekly invoices have the option to waive their signature on all but one invoice or may waive their signature on all invoices. If the customer chooses to retain signature authority, the respective SSR must be able to contact the customer to obtain a delivery signature.

Single Invoices: _____

Multiple Invoices: _____

Cintas Location No: 00646

I agree that I am authorized to sign on behalf of the City Of Bonifay

Cintas Sales Rep Name: Tony Tye

Please Print Name: RICHARD WOODHAM

Title: Service Sales Rep

Please Print Title: Richard Woodham

Customer Email Address: _____

W. Woodham
GM 3/27/17

IMMEDIATE BUY BACK AGREEMENT

Non-Standard Product / Special Size Garments

City Of Bonifay (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event non-standard products are returned to Cintas for reasons other than normal wear, the Customer agrees to buy back all non-standard products assigned to that employee at the rate listed below as the buy back rate. In the event an employee requiring a special size garment discontinues the service for any reason, the Customer agrees to buy back the garment at the rates listed as buy back rate below. The customer will be billed on the following week's invoice.

These garments taken out of service and purchased by the Customer will remain with the Customer. If the item can be reused by the customer, the garment will be placed back in service and a credit will be issued for the value listed below as the buy back rate.

In the event the Customer deletes the non-standard product, alters the design of the non-standard product, below terminates the rental agreement or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products that Company has in inventory in-service and out-of-service at the rate listed as buy back rate. Company may in its sole discretion elect to waive the buy back, in which case, customer is obligated to return all garments to company in good and usable condition.

Example 1: John Smith of ABC Rentco rents standard pants and non standard/exception shirts. John Smith leaves the employment of ABC Rentco. If all pants are returned in rentable condition, the company is not charged. The company is charged for all shirts at the agreed buy back rate and customer retains possession of the shirts.

Example 2: Mary Jones of AMD SteelFab rents non standard/exception shirts and pants. Mary requires a smaller size of both shirts and pants. The new sized shirts and pants are secured for rental and the company is charged for all old shirts and pants at the agreed buy back rate. These garments are retained in the customer's possession.

Non-Standard Product and / or Special Size Product	Buy Back Rate

MSK

I agree that I am authorized to sign on behalf of the company.

Cintas Location # : 00646

Name : _____

Date : _____

Name : Richard Washburn

Title : MAYOR

Company : City Of Bonifay

Date : 02-16-2017

END OF TERM BUY BACK AGREEMENT

Non-Standard Product/Special Size Garments

City Of Bonifay (Customer) orders from CINTAS CORPORATION ("Company") or any of its subsidiaries a garment rental service for employees requiring garments that are not standard to Company's normal rental product line.

In the event the Customer deletes the non-standard product and/or special size product, alters the design of the non-standard product, terminates the rental agreement or fails to renew the rental agreement, the Customer agrees to buy back all the remaining non-standard products/special size products that Company has in inventory in-service and out-of-service at the below rate listed as buy back rate. Company may in its sole discretion elect to waive the buy back, in which case, customer is obligated to return all garments to company in good and usable condition.

Non-Standard and/or Special Size Product	Buy Back Rate

I agree that I am authorized to sign on behalf of the company.

Cintas Location #: 00646

Name: W.C. CRAIG

Date: 06/29/2015

W.C. Craig

Name: Richard Woodham

Title: MAYOR

Company: City Of Bonifay

Date: 06/29/2015



City Council Agenda Form

Meeting Date: 07-24-23

Department: Water

Public Hearing: YES NO

For Clerk's Use Only
AGENDA ITEM #

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Consent Agenda</i>	<i>Regular Agenda</i>	<i>Closed Session</i>

Presenter: Matt Perry

Request Type: Informational Discussion Action Item

Does this item require legal review? YES NO
City Attorney e-mail attached? YES NO

Agenda Item Title: ATS Installation at water tower on Norman Lane

Attachment(s):

Quote and Procurement Policy

Brief Summary:
Automatic Transfer Switch on Norman Lane Water Tower is not working & requires turning on with a wrench and a glove where the power coming in is 600 volts creating a safety concern.
Approve as an emergency procurement under the City's Procurement Policy.

Action Requested of Council:

Approval of attached quote

**CITY OF BONIFAY
PROCUREMENT POLICY**

INTRODUCTION

This policy is designed for accountability and to secure the maximum competition, openness, and impartiality assuring that the City of Bonifay will receive the best quality and lowest prices at all times.

All department heads and supervisory personnel are expected to familiarize themselves with these guidelines and to conduct departmental purchasing accordingly.

ETHICAL PRACTICES

Every council member, department head, and employee of the City of Bonifay shall keep free of any obligation by refusing to accept entertainment or gifts offered by or on behalf of suppliers or contractors presently or potentially serving the City of Bonifay. These limitations are not intended to prohibit the acceptance of articles of negligible value that are distributed generally, nor to prohibit employees from obtaining loans from regular lending institutions.

PURCHASING AUTHORITY LIMITS

1. Purchases of \$500 or Less
These purchases may be made by a department head (City Clerk, Chief of Police, City Superintendent, or Fire Chief) without prior approval, with or without competitive bidding. The use of local vendors is strongly suggested.

2. Purchases of \$1,500 or Less
These purchases may be made by a department head (City Clerk, Chief of Police, City Superintendent, or Fire Chief), with or without competitive bidding, with prior approval of the Mayor. The use of local vendors is strongly suggested.

3. Purchases of \$10,000 or Less
These purchases may be made by a department head (City Clerk, Chief of Police, City Superintendent, or Fire Chief) with prior approval of a majority of the City Council.

4. Purchases greater than \$10,000.01 (Excluding Attorney Fees)



These purchases require a sealed competitive bidding process. The City of Bonifay shall advertise for sealed bids. Sealed bids shall be advertised at least twice in the Holmes County Times-Advertiser.

Splitting of purchases to avoid the \$10,000.01 ceiling is prohibited.

The bid process takes a minimum of two (2) weeks for advertising, bid opening, formal City Council approval and actual placement of the order with the successful bidder. This process should be taken into consideration by the department head when making a requisition of this nature.

RECURRING PURCHASES

The City of Bonifay has established accounts with local vendors where repetitive purchases of small items will be made. This allows authorized personnel in departments to charge items needed to complete projects without having to take time to process purchases. Examples of supplies to be considered are: rainwear, small tools, parts, cleaning supplies, light bulbs, and office supplies.

EMERGENCY PROCURMENTS

This policy recognizes that emergency situations may occur which warrant an emergency purchase. An emergency is a situation in which operation of the department would be seriously hampered or when the protection or preservation of public properties would be compromised by submitting a purchase request in the usual manner. Negligence on the part of the department head to plan properly is not justification for an emergency purchase. Due to their nature, emergency purchases are costly. They are made hurriedly on a non-competitive basis and possibly not at the best available price. Every effort should be made to keep this type of purchase to an absolute minimum.

For emergency purchases of \$1,500.01 or more during normal working hours, the department head will notify Council members and then obtain retroactive approval at the next Regular Council Session.

PETTY CASH PURCHASES

Petty cash of \$100 is held for both the Water Department (at City Hall) and the Police Department (by the Chief of Police at the Police Department). Disbursements will be made for small purchases when it is not feasible or economical to write a check or use an account with a local vendor.

WATER AGREEMENT
BETWEEN
CITY OF BONIFAY
AND
THE DEPARTMENT OF CORRECTIONS

THIS AGREEMENT between the CITY OF BONIFAY, a municipal corporation existing under the laws of the State of Florida, hereinafter called the CITY, and the STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, hereinafter called the DEPARTMENT, in consideration of the terms and conditions hereinafter set forth, agree each with the other as follows:

WHEREAS, the CITY has agreed with the DEPARTMENT to furnish water to the premises of the DEPARTMENT and the DEPARTMENT has agreed to furnish an elevated water storage tank as defined below:

NOW THEREFORE, in consideration of the mutual covenants, the parties agree as follows:

I. Legal

1. No officer, official or agent of the CITY has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind the CITY by making any promise or representation not contained herein, except as modified by amendment executed by authorized representatives of both parties in a comparable manner.

2. This Agreement shall not be assigned or transferred by either party.

3. This Agreement will be subject to cancellation in the event a court of competent jurisdiction restricts or limits, directly or indirectly, any of the CITY's rights to obtain, sell or contract for water.

4. The CITY will not be responsible for damages due to interruption or failure to supply water for reasons such as acts of God and shall not be considered a breach of this Agreement.

II. Regulations

5. The DEPARTMENT may not permit any water furnished hereunder to be used to supply any party outside the DEPARTMENT's territorial limits, except as provided for herein, without specific approval of the city council of the CITY. This shall not apply to emergency service provided to other city water users.

III. Rights

6. The CITY reserves the right to inspect, test and require replacement or repair of the water meters as required. Such replacements or repairs shall be made by the DEPARTMENT.

7. The CITY reserves the right, either in law or equity, by suit, mandamus or other proceeding, to enforce or compel performance of any or all covenants herein contained.

8. Either party may terminate this Agreement without cause after giving the other party one (1) years' notice, in writing, of its intention to do so.

IV. Water Quality

9. The CITY shall supply the DEPARTMENT with water of a quality commensurate with that required by the state and federal water agencies.

10. The CITY shall supply, upon request, a comprehensive chemical analysis report of the water supplied to the DEPARTMENT.

11. The DEPARTMENT shall receive its supply of water from the CITY by means of a 12" main provided by the CITY to the DEPARTMENT's property immediately south of County Road #3.

12. The CITY bears no degree of responsibility for the water quality at any point beyond the meter. The DEPARTMENT bears the responsibility for maintaining the water quality at any point beyond the meter and within the DEPARTMENT's distribution system.

13. The DEPARTMENT shall immediately notify the CITY of any emergency or condition which may affect the quality of water in either party's system.

14. The CITY reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the DEPARTMENT and perform required tests.

V. Equipment and Operation

15. The DEPARTMENT shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the CITY's water system. The transmission shall be equipped with a valve located adjacent to the DEPARTMENT's boundary and said valve will mark the limit of the CITY's responsibility for maintenance of the piping system.

16. The DEPARTMENT shall provide and maintain any and all devices expressly requested by the CITY for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished. Requests

by the CITY shall be reasonable and within those considered normal to operation of municipal water systems.

17. The DEPARTMENT shall provide the meters, vaults and related devices, adhering to CITY standards, for measuring the quantity of water furnished. The DEPARTMENT shall place the meter(s) and related devices in a vault or other protective structure adjacent to the DEPARTMENT's property and keep the vault or protective structure accessible and safe to work in at all times.

18. The CITY's representative will regularly inspect the meters measuring the quantity of water furnished and will advise the DEPARTMENT of any need for repair, calibration or replacement of any meter or part of a meter which is suspected of being inaccurate. All such repairs or replacements shall be the responsibility of the DEPARTMENT.

19. When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the CITY for the purpose of billing the DEPARTMENT. The estimate shall be based upon the average of 12 preceding readings of the meter, exclusive of incorrect readings. When less than 12 correct readings are available, fewer readings, including some obtained after the period of incorrect registration may be used.

V. Specific Terms Pertaining to the Elevated Tank

20. The DEPARTMENT shall construct an elevated water storage tank to assure adequate flows and pressures of the water supply both for daily use and for fighting fires for the DEPARTMENT and a portion of the CITY.

21. The CITY users shall be allowed to draw water from this tank but not in excess to deprive the DEPARTMENT an uninterrupted flow from the tank to the premises of the DEPARTMENT.

22. In exchange for the benefits granted to the CITY, the CITY will provide full maintenance to the tank and its attached components. Full maintenance includes, but is not limited to, annual inspections with all corrective work to assure unrestricted operation and prevent deterioration, complete surface preparation and recoating every five years, and immediate replacement of any failed component. All interior coatings must meet requirements of regulatory agencies.

23. Failure on the part of the CITY to maintain this tank as outlined will be sufficient grounds for the DEPARTMENT to suspend payments to the CITY on all water and sewer rates and allow the DEPARTMENT unrestricted

access to the elevated tank premises for the purpose of performing necessary maintenance and operation of the tank system.

VI. Rates

24. The CITY and the DEPARTMENT have agreed upon a \$17,900.00 monthly rate which includes sewer. Said amount is a minimum amount.

25. The annual rate of \$17,900.00 per month may be modified by the CITY at any time the water flow exceeds 180,000 gallons per day or after this Agreement has been in effect more than twelve (12) months. The CITY reserves and retains the authority to adjust its water rates by ordinance which includes rates to be paid by the DEPARTMENT. However, rates to be charged to the DEPARTMENT shall be within those considered usual and customary for other CITY customers.

26. The parties herein acknowledge the location of the elevated tank and the CITY grants an easement to the DEPARTMENT for location on CITY property.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which, for all purposes, is to be taken as an original, each party acting through its undersigned official authorized to execute Agreements of this nature being upon such parties.

EXECUTED by the CITY on this 29th day of August, A.D., 1988.

ATTEST:

BY: [Signature] ROGER BROOKS, CHAIRMAN
BY: [Signature] OWEN N. POWELL, CITY ATTORNEY
BY: [Signature] LYDIA KEITH, CITY CLERK

EXECUTED by the DEPARTMENT on this _____ day of _____, A.D., 1988.

IN OUR PRESENCE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

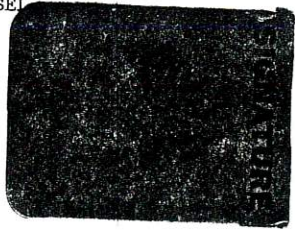
WITNESS _____

BY: BILL THURBER, ASSISTANT SECRETARY
OFFICE OF MANAGEMENT AND BUDGET

WITNESS _____

APPROVED AS TO FORM AND LEGALITY SUBJECT TO EXECUTION BY THE PARTIES

BY: LOUIS VARGAS, GENERAL COUNSEL



SANITARY SEWER AGREEMENT

THIS AGREEMENT between the CITY OF BONIFAY, a municipal corporation existing under the laws of the State of Florida, hereinafter called the CITY, and the STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS, hereinafter called the DEPARTMENT, in consideration of the terms and conditions hereinafter set forth, agree each with the other as follows:

WHEREAS, the CITY is a municipal corporation organized and existing under the laws of the State of Florida and has among its purposes the ownership, maintenance and operation of local sewerage systems; and

WHEREAS, the DEPARTMENT is without a sewerage system; and

WHEREAS, the CITY desires to expand, construct and extend its sewerage system to the premises occupied by the DEPARTMENT, and

WHEREAS, such expansion of the sewerage system will be beneficial to both parties;

NOW THEREFORE, in consideration of the mutual covenants to be performed by the parties, it is agreed as follows:

1. The CITY agrees to furnish the DEPARTMENT a sanitary sewage pump station and transmission system up to and adjoining the DEPARTMENT's premises.

2. The DEPARTMENT, at its own cost and expense, shall provide, make and keep in repair all DEPARTMENT sewers up to the point of connection at a pump station immediately south of County Road #3. The CITY, at its own expense, shall provide, make and keep in repair all systems, connections and equipment serving or affecting service to the DEPARTMENT. Nothing contained herein shall be construed as to impose responsibility upon either party to this Agreement to maintain sewers, systems, equipment or connections owned by the other party of this Agreement.

3. The DEPARTMENT agrees to notify the CITY as promptly as possible of all emergency and other conditions which may directly or indirectly affect the sewer connections herein designated.

4. The DEPARTMENT shall allow duly authorized engineers and inspectors of the CITY to make inspections of the condition which is causing the emergency or affecting the sewer connection with the CITY. This inspection shall include requiring the DEPARTMENT to make appropriate tests.

5. No officer, official or agent of either party has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind the CITY by making any promise or representation not contained herein, except as

III. Rights

6. The CITY reserves the right to inspect, test and require replacement or repair of the water meters as required. Such replacements or repairs shall be made by the DEPARTMENT.

7. The CITY reserves the right, either in law or equity, by suit, mandamus or other proceeding, to enforce or compel performance of any or all covenants herein contained.

8. Either party may terminate this Agreement without cause after giving the other party one (1) years' notice, in writing, of its intention to do so.

IV. Water Quality

9. The CITY shall supply the DEPARTMENT with water of a quality commensurate with that required by the state and federal water agencies.

10. The CITY shall supply, upon request, a comprehensive chemical analysis report of the water supplied to the DEPARTMENT.

11. The DEPARTMENT shall receive its supply of water from the CITY by means of a 12" main provided by the CITY to the DEPARTMENT's property immediately south of County Road #3.

12. The CITY bears no degree of responsibility for the water quality at any point beyond the meter. The DEPARTMENT bears the responsibility for maintaining the water quality at any point beyond the meter and within the DEPARTMENT's distribution system.

13. The DEPARTMENT shall immediately notify the CITY of any emergency or condition which may affect the quality of water in either party's system.

14. The CITY reserves the right to make inspections of those facilities which may affect the quality of the water supplied to the DEPARTMENT and perform required tests.

V. Equipment and Operation

15. The DEPARTMENT shall provide and maintain all service mains and valves and bear the costs for connecting said mains to and severing them from the CITY's water system. The transmission shall be equipped with a valve located adjacent to the DEPARTMENT's boundary and said valve will mark the limit of the CITY's responsibility for maintenance of the piping system.

16. The DEPARTMENT shall provide and maintain any and all devices expressly requested by the CITY for the purpose of controlling, measuring, transmitting and recording flows of the supply of water furnished. Requests

by the CITY shall be reasonable and within those considered normal to operation of municipal water systems.

17. The DEPARTMENT shall provide the meters, vaults and related devices, adhering to CITY standards, for measuring the quantity of water furnished. The DEPARTMENT shall place the meter(s) and related devices in a vault or other protective structure adjacent to the DEPARTMENT's property and keep the vault or protective structure accessible and safe to work in at all times.

18. The CITY's representative will regularly inspect the meters measuring the quantity of water furnished and will advise the DEPARTMENT of any need for repair, calibration or replacement of any meter or part of a meter which is suspected of being inaccurate. All such repairs or replacements shall be the responsibility of the DEPARTMENT.

19. When it is determined that a water meter registered incorrectly, an estimate of the amount of water furnished through the faulty meter shall be prepared by the CITY for the purpose of billing the DEPARTMENT. The estimate shall be based upon the average of 12 preceding readings of the meter, exclusive of incorrect readings. When less than 12 correct readings are available, fewer readings, including some obtained after the period of incorrect registration may be used.

V. Specific Terms Pertaining to the Elevated Tank

20. The DEPARTMENT shall construct an elevated water storage tank to assure adequate flows and pressures of the water supply both for daily use and for fighting fires for the DEPARTMENT and a portion of the CITY.

21. The CITY users shall be allowed to draw water from this tank but not in excess to deprive the DEPARTMENT an uninterrupted flow from the tank to the premises of the DEPARTMENT.

22. In exchange for the benefits granted to the CITY, the CITY will provide full maintenance to the tank and its attached components. Full maintenance includes, but is not limited to, annual inspections with all corrective work to assure unrestricted operation and prevent deterioration, complete surface preparation and recoating every five years, and immediate replacement of any failed component. All interior coatings must meet requirements of regulatory agencies.

23. Failure on the part of the CITY to maintain this tank as outlined will be sufficient grounds for the DEPARTMENT to suspend payments to the CITY on all water and sewer rates and allow the DEPARTMENT unrestricted

access to the elevated tank premises for the purpose of performing necessary maintenance and operation of the tank system.

VI. Rates

24. The CITY and the DEPARTMENT have agreed upon a \$17,900.00 monthly rate which includes sewer. Said amount is a minimum amount.

25. The annual rate of \$17,900.00 per month may be modified by the CITY at any time the water flow exceeds 180,000 gallons per day or after this Agreement has been in effect more than twelve (12) months. The CITY reserves and retains the authority to adjust its water rates by ordinance which includes rates to be paid by the DEPARTMENT. However, rates to be charged to the DEPARTMENT shall be within those considered usual and customary for other CITY customers.

26. The parties herein acknowledge the location of the elevated tank and the CITY grants an easement to the DEPARTMENT for location on CITY property.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies, each of which, for all purposes, is to be taken as an original, each party acting through its undersigned official authorized to execute Agreements of this nature being upon such parties.

EXECUTED by the CITY on this 29th day of August, A.D., 1988.

ATTEST:

BY: [Signature]
ROGER BROOKS, CHAIRMAN
BY: [Signature]
OWEN N. POWELL, CITY ATTORNEY
BY: [Signature]
LYGZIA KEITH, CITY CLERK

EXECUTED by the DEPARTMENT on this _____ day of _____, A.D., 1988.

IN OUR PRESENCE:

STATE OF FLORIDA, DEPARTMENT OF CORRECTIONS

WITNESS _____

BY: _____
BILL THURBER, ASSISTANT SECRETARY
OFFICE OF MANAGEMENT AND BUDGET

WITNESS _____

APPROVED AS TO FORM AND LEGALITY SUBJECT TO EXECUTION BY THE PARTIES

BY: LOUIS VARGAS, GENERAL COUNSEL





Sabrina Porter <sabrina.porter@cityofbonifay.com>

Fwd: Holmes CI June 2022 Utility bill / FL Rural Water Assoc. study

2 messages

Rickey Callahan <rickey.callahan@cityofbonifay.com>

Mon, Jun 12, 2023 at 9:58 AM

To: Emily McCann <emily.mccann@cityofbonifay.com>, Trey Barbee <trey.barbee@cityofbonifay.com>, Sabrina Porter <sabrina.porter@cityofbonifay.com>, Tracy Walker <tracy.walker@cityofbonifay.com>, Matthew Perry <matthew.perry@cityofbonifay.com>

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

From: **Gregersen, Hans** <Hans.Gregersen@fdc.myflorida.com>

Date: Thu, Jul 14, 2022 at 1:00 PM

Subject: Holmes CI June 2022 Utility bill / FL Rural Water Assoc. study

To: Rickey Callahan <rickey.callahan@cityofbonifay.com>

Cc: Perkins, Lacy <Lacy.Perkins@fdc.myflorida.com>, Long, Olyn <Olyn.Long@fdc.myflorida.com>, Lackey, Chase <Chase.Lackey@fdc.myflorida.com>, Reecy, Steven <Steven.Reecy@fdc.myflorida.com>, Conoly, Bert <Bert.Conoly@fdc.myflorida.com>

Good afternoon City Clerk Callahan,

Thank you for providing the study performed by FL. Rural Water Association – We have the following monetary corrections (see study, page 1 & 2 – billing rates) and comments to said study:

- Florida Rural Water Association (FRWA) is incorrect in stating that FDC's monthly rate has not been increased since 2011
- FRWA is also incorrectly stating the billing rate(s) – which of course skews all the "revised new rates" shown in the study.

Background:

- City of Bonifay executed an agreement with the Department (FDC) on 29th of August 1988 – the Monthly fee for Potable Water and Sewage service was \$17,900.00
- The value of \$17,900.00 in 1988 money is comparable to \$44,834.89 in today's (2022) money – an increase of \$26,934.89 as per CPI increase in that timeframe.
- For FDC's budget year 2015/2016 our monthly payment to the City of Bonifay was \$37,896.00
- Budget year 2016/2017 the monthly payment to the city stayed the same as the previous year.
- Budget year 2017/2018 our monthly payment to the city was \$39,032.88
- Budget year 2018/2019 our monthly payment to the city was \$40,203.86 (new rate was implemented in September 2018)
- Budget year 2019/2019 our monthly payment to the city was \$41,409.96 (new rate was implemented in September 2019)
- This amount (\$41,409.96) then stayed the same until the most recent bill for June month of 2022 – where the City of Bonifay provided us with a bill on July 1st, 2022 for \$49,318.36

As you can see from the revisions made to FRWA's study / Billing rates – FDC is of the opinion that a reasonable and correct rate to be applied to said billing should be \$44,375.10 and not the \$49,318.36 that we are being billed.

Therefore, we kindly ask the City of Bonifay to revise the July 1, 2022 bill for utility services to \$44,375.10.

FDC very much value our working relations with the City of Bonifay and would therefore like to enter into talks about some mutually beneficial revisions / updates to our present agreement.

Best Regards,

Hans

Hans Gregersen

Engineering Specialist III

FMBC - Engineering Services

Florida Department of Corrections

501 South Calhoun Street

Tallahassee, FL - 32399

Office# 850-717-3934

Cell# 850-294-9061



Inspiring Success by Transforming One Life at a Time

Respect ★ Integrity ★ Courage ★ Selfless Service ★ Compassion

CONFIDENTIALITY & PUBLIC RECORDS NOTICE: This message and any attachments are for the sole use of the intended recipient(s) and may contain confidential and privileged information that is exempt from public disclosure. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this message in error, please contact the sender by phone and destroy the original and all copies. Please be aware that the State of Florida has a broad public records law and that any correspondence sent to this email address may be subject to public disclosure.

--

Rickey D. Callahan, City Clerk

City of Bonifay

301 N. Etheridge Street


Bonifay, Florida 32425

(850) 547-4238

rickey.callahan@cityofbonifay.com

Section VIII, ItemF.

2 attachments

-  **Revision by HG City of Bonifay Water and Wastewater Rates.pdf**
1612K
-  **107_Bonifay_202206.pdf**
108K

Rickey Callahan <rickey.callahan@cityofbonifay.com> Mon, Jun 12, 2023 at 10:01 AM
To: Emily McCann <emily.mccann@cityofbonifay.com>, Sabrina Porter <sabrina.porter@cityofbonifay.com>, Tracy Walker <tracy.walker@cityofbonifay.com>, Trey Barbee <trey.barbee@cityofbonifay.com>, Matthew Perry <matthew.perry@cityofbonifay.com>

[Quoted text hidden]

2 attachments

-  **Revision by HG City of Bonifay Water and Wastewater Rates.pdf**
1612K
-  **107_Bonifay_202206.pdf**
108K

Service: 100 120 WATER - FLAT CHARGE Meter: 110974-1

Month	Read			Total Consumption	Demand		Reading		Occupant
	Date	Previous	Current		Read	Consumption	Flag	Source	
Year : 2023 Total 6									
Jun	06/15/2023	178645300	179917600	1272300			Regular	Meter Reading Input	00
May	05/15/2023	177507200	178645300	1138100			Regular	Meter Reading Input	00
Apr	04/15/2023	176056200	177507200	1451000			Regular	Meter Reading Input	00
Mar	03/15/2023	174919600	176056200	1136600			Regular	Meter Reading Input	00
Feb	02/15/2023	173738600	174919600	1181000			Regular	Meter Reading Input	00
Jan	01/15/2023	172418000	173738600	1320600			Regular	Meter Reading Input	00
Year : 2022 Total 12									
Dec	12/15/2022	170812100	172418000	1605900			Regular	Meter Reading Input	00
Nov	11/15/2022	169539100	170812100	1273000			Regular	Meter Reading Input	00
Oct	10/15/2022	168290400	169539100	1248700			Regular	Meter Reading Input	00
Sep	09/15/2022	166821500	168290400	1468900			Regular	Meter Reading Input	00
Aug	08/15/2022	165682000	166821500	1139500			Regular	Meter Reading Input	00
Jul	07/15/2022	164138000	165682000	1544000			Regular	Meter Reading Input	00
Jun	06/15/2022	162886500	164138000	1251500			Regular	Meter Reading Input	00
May	05/15/2022	161481900	162886500	1404600			Regular	Meter Reading Input	00
Apr	04/15/2022	160118300	161481900	1363600			Regular	Meter Reading Input	00
Mar	03/15/2022	159110400	160118300	1007900			Regular	Meter Reading Input	00
Feb	02/15/2022	157743500	159110400	1366900			Regular	Meter Reading Input	00
Jan	01/15/2022	156804500	157743500	939000			Regular	Meter Reading Input	00
Year : 2021 Total 6									
Dec	12/15/2021	155250800	156804500	1553700			Regular	Meter Reading Input	00
Nov	11/15/2021	154295200	155250800	955600			Regular	Meter Reading Input	00
Oct	10/15/2021	153224000	154295200	1071200			Regular	Meter Reading Input	00
Sep	09/15/2021	151744000	153224000	1480000			Regular	Meter Reading Input	00
Aug	08/15/2021	150695200	151744000	1048800			Regular	Meter Reading Input	00
Jul	07/15/2021	149325800	150695200	1369400			Regular	N/A	00
				Avg 1274658					

Service: 100 120 WATER - FLAT CHARGE Meter: 110972-1

Month	Date	Read		Total Consumption	Demand		Reading		Occupant
		Previous	Current		Read	Consumption	Flag	Source	
Year : 2023 Total 6									
Jun	06/15/2023	632718000	637021000	4303000			Regular	Meter Reading Input	00
May	05/15/2023	628839000	632718000	3879000			Regular	Meter Reading Input	00
Apr	04/15/2023	624523000	628839000	4316000			Regular	Meter Reading Input	00
Mar	03/15/2023	621268000	624523000	3255000			Regular	Meter Reading Input	00
Feb	02/15/2023	617687000	621268000	3581000			Regular	Meter Reading Input	00
Jan	01/15/2023	613317000	617687000	4370000			Regular	Meter Reading Input	00
Year : 2022 Total 12									
Dec	12/15/2022	607221000	613317000	6096000			Regular	Meter Reading Input	00
Nov	11/15/2022	602504000	607221000	4717000			Regular	Meter Reading Input	00
Oct	10/15/2022	598889000	602504000	3615000			Regular	Meter Reading Input	00
Sep	09/15/2022	594694000	598889000	4195000			Regular	Meter Reading Input	00
Aug	08/15/2022	591458000	594694000	3236000			Regular	Meter Reading Input	00
Jul	07/15/2022	586792000	591458000	4666000			Regular	Meter Reading Input	00
Jun	06/15/2022	583378000	586792000	3414000			Regular	Meter Reading Input	00
May	05/15/2022	580000000	583378000	3378000			Regular	Meter Reading Input	00
Apr	04/15/2022	579124000	580000000	876000			Regular	Meter Reading Input	00
Mar	03/15/2022	575944000	579124000	3180000			Regular	Meter Reading Input	00
Feb	02/15/2022	572219000	575944000	3725000			Regular	Meter Reading Input	00
Jan	01/15/2022	565988000	572219000	6231000			Regular	Meter Reading Input	00
Year : 2021 Total 6									
Dec	12/15/2021	564217000	565988000	1771000			Regular	Meter Reading Input	00
Nov	11/15/2021	561418000	564217000	2799000			Regular	Meter Reading Input	00
Oct	10/15/2021	558277000	561418000	3141000			Regular	Meter Reading Input	00
Sep	09/15/2021	553032000	558277000	5245000			Regular	Meter Reading Input	00
Aug	08/15/2021	549278000	553032000	3754000			Regular	Meter Reading Input	00
Jul	07/15/2021	544819000	549278000	4459000			Regular	Meter Reading Input	00
				Avg 3841750					



CITY OF BONIFAY CONCEPTUAL PLAT APPLICATION

PROPERTY OWNER INFORMATION

Owner's Name as Written on Deed: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

APPLICANT INFORMATION

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

CORPORATE OR BUSINESS INFORMATION

Business Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

SURVEYOR INFORMATION

Surveyor Firm Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

***Copies of the Comprehensive Plan can be accessed at:
www.cityofbonifay.com**

SUBMITTAL REQUIREMENTS (3 COPIES/1 CAN BE DIGITAL)	Check List
<i>The following attachments are required with application submittal</i>	
Proof of Ownership (Deed/Lease)	
Letter of Authorization (if other than owner is making application)	
Three (3) paper copies of the proposed minor replat	
Statement regarding water and sewer service availability	
Land descriptions and acreage of the original and proposed lots	
Scaled drawing showing the intended division of land prepared by a professional land surveyor registered in the State of Florida. Structures shall be identified on this drawing if they exist.	
Minor Replat Fee (See Fee Schedule)	



**CITY OF BONIFAY
MINOR REPLAT / LOT SPLIT APPLICATION**

DESCRIPTION OF BUSINESS

Project Address: _____ City: _____

GENERAL INFORMATION

Total Acreage of Existing Lot(s): _____ Square Footage: _____ Number of Existing Lots: _____

Number of Lots Proposed: _____ Minimum Roadway Frontage Required per Lot: _____

Minimum Lot Size Allowed per Land Use Description: _____

Existing Parcel Tax ID#:

Utility Providers: Electricity _____ Natural Gas _____

Sewer System: Private Public If Public, Indicate Provider _____

Water System: Private Public If Pubic, Indicate Provider _____

ROAD INFORMATION

Name of all Roads Abutting Property	Dirt	Paved	County	State	Private

Will a New Road(s) be Created: Yes No If yes will they be: Public Private

Distance to Nearest Intersection: _____ Intersection/Road Name: _____

OFFICIAL USE ONLY

FEE PAID: Y N INITIAL: _____ RECEIPT# _____ DATE: _____

Application # _____

FEE SCHEDULE
Conceptual Plat Review

<u>Number of Parcels Proposed:</u>	
01-10	\$355.00
11-30	\$391.00
31-50	\$431.00
51-100	\$500.00
101-150	\$550.00
151-200	\$600.00
201-250	\$660.00
251-300	\$750.00
301-350	\$825.00
351-400	\$900.00
401-500	\$1,000.00 (Maximum)



CITY OF BONIFAY FINAL PLAT APPLICATION

PROPERTY OWNER INFORMATION

Owner's Name as Written on Deed: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

APPLICANT INFORMATION

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

CORPORATE OR BUSINESS INFORMATION

Business Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

SURVEYOR INFORMATION

Surveyor Firm Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

***Copies of the Comprehensive Plan can be accessed at:
www.cityofboifay.com**

SUBMITTAL REQUIREMENTS (3 COPIES/1 CAN BE DIGITAL) <i>The following attachments are required with application submittal</i>	Check List
Proof of Ownership (Deed/Lease)	
Letter of Authorization (if other than owner is making application)	
Three (3) paper copies of the proposed Final Plat (24x36) conforming to the development plan and the requirements of Chapter 177, F.S.	
Statement regarding water and sewer service availability	
Land descriptions and acreage of the original and proposed lots	
Scaled drawing showing the intended division of land prepared by a professional land surveyor registered in the State of Florida. Structures shall be identified on this drawing if they exist.	
Final Plat Fee (See Fee Schedule)	



**CITY OF BONIFAY
FINAL PLAT APPLICATION**

DESCRIPTION OF BUSINESS

Project Address: _____ City: _____

GENERAL INFORMATION

Total Acreage of Existing Lot(s): _____ Square Footage: _____ Number of Existing Lots: _____

Number of Lots Proposed: _____ Minimum Roadway Frontage Required per Lot: _____

Minimum Lot Size Allowed per Land Use Description: _____

Existing Parcel Tax ID#:

Utility Providers: Electricity _____ Natural Gas _____

Sewer System: Private Public If Public, Indicate Provider _____

Water System: Private Public If Public, Indicate Provider _____

ROAD INFORMATION

Name of all Roads Abutting Property	Dirt	Paved	County	State	Private

Will a New Road(s) be Created: Yes No If yes will they be: Public Private

Distance to Nearest Intersection: _____ Intersection/Road Name: _____

OFFICIAL USE ONLY

FEE PAID: Y N INITIAL: _____ RECEIPT# _____ DATE: _____

Application # _____

Fee Schedule

Subdivisions of Less Than Eleven (11) Parcels Pursuant to Sec. 10.03.02	\$1,000.00
Subdivisions of Eleven (11) to Twenty-Four (24) Parcels Pursuant to Above Land Development Regulations	\$1,500.00
Subdivisions More Than Twenty-Four (24) Parcels Pursuant to the Above Land Development Regulations	\$3,000.00



CITY OF BONIFAY GENERAL DEVELOPMENT ORDER APPLICATION

PROPERTY OWNER INFORMATION

Owner's Name as Written on Deed: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

APPLICANT INFORMATION

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

CORPORATE OR BUSINESS INFORMATION

Business Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

ENGINEER INFORMATION

Engineering Firm Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

***Copies of the Comprehensive Plan can be accessed at:
WWW.CITYOFBONIFAY.COM**

ATTACHMENTS REQUIRED (3 COPIES/1 CAN BE DIGITAL)	Check List
<i>The following attachments are required with application submittal</i>	
Proof of Ownership (Deed)/Lease	
Letter of Authorization (if other than owner is making application)	
Traffic Impact Analysis* by Florida Professional Engineer (P.E.) <i>*if required, as determined by the County Engineer or Community Development</i>	
Stormwater design by Florida P.E. or Swale Exemption Letter	
Site Plans, as indicated on page 3	
Right-Of-Way Connection Application (D.O.T. or County)	
Landscape Plan	
Development Review Fee (See Fee Schedule)	

CITY OF BONIFAY
GENERAL DEVELOPMENT ORDER APPLICATION

DESCRIPTION OF BUSINESS

Project Address: _____ City: _____

Briefly describe what type of activities will be conducted at this business: _____

Total Number of Existing Employees: _____ Total number of New or Projected Employees: _____

Will Hazardous Material be Stored or Accumulated On- Site: Yes No

GENERAL INFORMATION

New Construction Expansion Existing Building Existing Shopping Center

Will Project Be Built in Phases? NO YES If yes, How Many Phases? _____

Projected Build Out Date: _____ (Attach Projected Development Schedule)

Total Acres Involved in this Project: _____ Square footage of Impervious Surface: _____

Total Square Footage of All Buildings (At Build Out): _____ Building Height: _____

If in shopping Center: Store Front footage of rental space: _____ Tenant space #: _____

Parcel Tax ID#: _____

Utility Providers: Electricity _____ Natural Gas _____

Sewer System: Private Public If Public, Indicate Provider _____

Water System: Private Public If Pubic, Indicate Provider _____

ROAD INFORMATION

Name of all Roads Abutting Property	Dirt	Paved	County	State	Private

Will a New Road(s) be Created: Yes No If yes will they be: Public Private

Estimate the Number of Vehicles that will be Visiting this Location: _____

Distance to Nearest Intersection: _____ Intersection/Road Name: _____

CITY OF BONIFAY
GENERAL DEVELOPMENT ORDER APPLICATION

GENERAL SITE PLAN REQUIREMENTS

Indicate the following on Site Plan Drawing

1. Surrounding developments, including residential, within 1,320 feet of property
2. All road Names
3. All rivers, lakes, ponds, wetlands and ditches within 1,320 feet
4. Easements within 75 feet of property (water, sewer, electric, etc.)

SPECIFIC SITE PLAN REQUIREMENTS

Indicate the following on Site Plan

1. All property lines with dimensions, to include all easements
2. All existing structures with dimensions
3. All proposed structures/expansions with dimensions
4. All driveways/access points with dimensions
5. All rivers, lakes, ponds, wetlands and ditches on property
6. All proposed paved areas, to include parking with dimensions (indicate ADA spaces)
7. All proposed signs with dimensions
8. All proposed landscaping, to include perimeter buffering (trees, shrubbery, grass, etc.)
9. **If in a shopping center include:** Site Plan of whole shopping center, all tenants, and which space you will be placing business with dimensions of your rental space only.

OFFICIAL USE ONLY

FEE PAID: Y N INITIAL: _____ RECEIPT# _____ DATE: _____

Application # _____



CITY OF BONIFAY COMPREHENSIVE PLAN AMENDMENT APPLICATION

LAND USE INFORMATION

____ Small Scale Future Land Use Map (10 Acres or Less)
____ Large Scale Future Land Use Map (More than 10 Acres)
____ Small scale amendment in Rural Area of Opportunity as set forth in §. 288.0656(7) F.S.
Change From: _____ To: _____
Existing future land use designation Proposed future land use designation

APPLICANT INFORMATION

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

AGENT INFORMATION

Agent's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

PROPERTY INFORMATION

Owner's Name (if different than applicant): _____
Owner's Address (if different than applicant): _____
Property Address: _____
Tax Parcel ID#: _____
Legal Description: _____
(A legal description is needed for adoption of the ordinance. A legal description may be found on the title certificate or warranty deed. Please attach a copy as required with application.)
Total Acreage Proposed for Amendment: _____
Current Use of Property: _____
Describe reason for the Comprehensive Plan Amendment (include proposed use of the property): _____

***Copies of the Comprehensive Plan can be accessed at:
www.cityofbonifay.com**



SUBMITTAL REQUIREMENTS (3 COPIES/1 CAN BE DIGITAL) <i>The following attachments are required with application submittal</i>	Check List
Comprehensive Plan Amendment Fee; \$1,000 for Large Scale Plan Amendment (More than 10 Acres), \$500.00 for Small Scale Plan Amendment (10 Acres or Less)	
Proof of Ownership (Deed/Lease)	
Letter of Authorization (if other than owner is making application)	
Three (3) paper copies of the signed and notarized application and submittal documents	
A vicinity map showing the location of the subject property (8.5" x 11")	
Land descriptions and acreage of the original and proposed lots	
For small scale (map) amendments as defined under §288.0656(2)(d) F.S. to increase the site area to a maximum of 20 acres within a rural area of opportunity, provide a written confirmation from the Planning Division indicating that the plan amendment furthers the economic objectives set forth in the executive order issued under §. 288.0656(7) F.S.	
An 8.5" by 11" signed and sealed survey containing a legal description indicating acreage. The legal description must be submitted in a format that can be copied and pasted into an ordinance (e.g. in Word format or in an e-mail).	
A scaled drawing of the property showing all boundaries, adjacent properties, adjacent land use designation, existing use of adjacent property, roads, easements, flood zones, size of the parcel in square feet or acres, dimensions in linear feet, wetlands, and other environmental sensitive lands, as applicable. Provide an 11" x 17" copy.	

OFFICIAL USE ONLY

FEE PAID: Y N INITIAL: _____ RECEIPT# _____ DATE: _____

Application # _____



HOLMES COUNTY PLANNING OFFICE

Section VIII, Item G.

107 E Virginia Ave,
Bonifay, FL 32425
Office: 850-547-1119
Fax: 850-547-4134

RIGHT-OF-WAY USE PERMIT APPLICATION

DATE: _____ RECEIVED BY: _____

APPLICANT/OWNER NAME: _____

APPLICANT/OWNER ADDRESS: _____

APPLICANT/OWNER CONTACT #: _____

PRECISE DESCRIPTION OF PROPOSED WORK: _____

EXPECTED COMPLETION DATE OF PROPOSED WORK: _____

SUBMITTAL CHECKLIST

Please leave a check mark for all provided materials.

- A. Three (3) copies of drawings of the intended construction: ____
- B. The location of the work: ____
- C. Information regarding any special conditions: ____
- D. A maintenance traffic plan: ____
- E. Any other submittals as required by the County: ____

ADDITIONAL PERMIT REQUIREMENTS

Insurance: Unless specifically required by the Board of County Commissioners, the permit shall not be effective for any purpose whatsoever until the applicant, or his designated representative, delivers to the County a certificate of liability insurance evidencing bodily injury and property damage coverage. For additional information regarding the required certificate of insurance, please reference **Section 10.07.05.E.2** of the Holmes County Land Development Regulations.

Time Limit: The permit shall be considered valid for sixty (60) days beginning on the date of issuance. If the permit does not commence by the sixtieth (60th) day, the permit shall be considered void, and reapplication necessary. Work must be completed by the completion date indicated on the application. Work not completed by the completion date will be subject to stop work order, re-application, additional fee, or other remedy as may be required by the County Commission.

Section VIII, Item G.

Restoration: No person shall use County right-of-way or easement for any purpose for which a permit is required without first obtaining a permit therefor. In the event County or municipal rights-of-way or easements are used and/or construction takes place without a permit, upon written notice by the approving authority, the person shall remove any constructed facility, restore the area to its original condition and cease any non-permitted use.

Utilities: The County reserves the right to require utility lines of all kinds to be constructed and installed beneath the surface of the ground as a condition on the issuance of a right-of-way utilization permit. Provided that no bulk electric power supply lines, including, but not limited to, transmission lines and primary distribution feeder lines shall be required to be placed underground unless directed by the Board of County Commissioners.

APPLICANT ACKNOWLEDGEMENTS

The undersigned applicant confirms that the information provided in this permit is true, and that they are aware of the information provided in **Section 10.07.05** of the Holmes County Land Development Regulations pertaining to Right of Way Use Permits.

PRINTED NAME OF APPLICANT: _____

APPLICANT SIGNATURE: _____

STATE OF: _____

COUNTY OF: _____

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared _____, who is personally known to me or who has produced _____, as identification, and who executed the foregoing instrument.

Given under my hand and seal this _____ day of _____, _____.

Signed Name of Notary Public

Printed Name of Notary Public

Commission Number: _____

Expiration Date: _____

(Seal)



CITY OF BONIFAY MINOR REPLAT / LOT SPLIT APPLICATION

PROPERTY OWNER INFORMATION

Owner's Name as Written on Deed: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

APPLICANT INFORMATION

Applicant's Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

CORPORATE OR BUSINESS INFORMATION

Business Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

SURVEYOR INFORMATION

Surveyor Firm Name/Contact: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ FAX or e-mail: _____

***Copies of the Comprehensive Plan can be accessed at:**
www.cityofbonifay.com

SUBMITTAL REQUIREMENTS (3 COPIES/1 CAN BE DIGITAL) <i>The following attachments are required with application submittal</i>	Check List
Proof of Ownership (Deed/Lease)	
Letter of Authorization (if other than owner is making application)	
Three (3) paper copies of the proposed minor replat	
Statement regarding water and sewer service availability	
Land descriptions and acreage of the original and proposed lots	
Scaled drawing showing the intended division of land prepared by a professional land surveyor registered in the State of Florida. Structures shall be identified on this drawing if they exist.	
Minor Replat Fee (See Fee Schedule)	



**CITY OF BONIFAY
MINOR REPLAT / LOT SPLIT APPLICATION**

DESCRIPTION OF BUSINESS

Project Address: _____ City: _____

GENERAL INFORMATION

Total Acreage of Existing Lot(s): _____ Square Footage: _____ Number of Existing Lots: _____

Number of Lots Proposed: _____ Minimum Roadway Frontage Required per Lot: _____

Minimum Lot Size Allowed: _____

Existing Parcel Tax ID#:

Utility Providers: Electricity _____ Natural Gas _____

Sewer System: Private Public If Public, Indicate Provider _____

Water System: Private Public If Pubic, Indicate Provider _____

ROAD INFORMATION

Name of all Roads Abutting Property	Dirt	Paved	County	State	Private
Will a New Road(s) be Created: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes will they be: <input type="checkbox"/> Public <input type="checkbox"/> Private					
Distance to Nearest Intersection: _____ Intersection/Road Name: _____					

OFFICIAL USE ONLY

FEE PAID: Y N INITIAL: _____ RECEIPT# _____ DATE: _____

Application # _____



CITY OF BONIFAY AGENT AUTHORIZATION FORM

APPLICATION REQUEST (Check one item below.)

- | | |
|---|--|
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Variances |
| <input type="checkbox"/> Site Plan Multi-Family Residential | <input type="checkbox"/> Water Management Plan Permit |
| <input type="checkbox"/> Site Plan Commercial Structures | <input type="checkbox"/> Permanent Outdoor Advertising Signs |
| <input type="checkbox"/> Site Plan Industrial Structures | <input type="checkbox"/> Permanent Accessory Signs |
| <input type="checkbox"/> Regional Impact Review | <input type="checkbox"/> Minor Replat/Lot Split |
| <input type="checkbox"/> Development Order Review | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Subdivisions | _____ |
| <input type="checkbox"/> Temporary Use Permits | _____ |
| <input type="checkbox"/> Appeals of Decisions | _____ |

PROPERTY DESCRIPTION (If applicable)

Property Address: _____
 Tax Parcel ID#: _____
 City: _____ State: _____ Zip Code: _____
 Subdivision: _____

AUTHORIZATION

Note: If the property is owned by a corporation or multiple owners then documentation certifying the signing individual's authority is required. Multiple signatures may be required if deemed necessary upon application. Additional signature forms provided upon request.

I/We, _____,
(Owner's name as written on deed)
 owner(s) of the above described property, do hereby authorize _____
(Print agent's name)

to act as my/our agent for the purpose of making application for the proposed request and to act as my/our agent in matters pertaining to the application.

 Owner Signature _____
 Printed Name

State of _____
 County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
 by _____, who is personally known to me or has provided
 _____ as identification and did not take an oath.

(Notary Seal)

(Notary Public, State of Florida)



HOLMES COUNTY PLANNING OFFICE

107 E Virginia Ave,
Bonifay, FL 32425
Office: 850-547-1119
Fax: 850-547-4134

Section VIII, ItemG.

**PETITION FOR PUBLIC OR PRIVATE
ROAD NAME OR ROAD NAME CHANGE:
BY OUTSIDE PARTY**

NOTE: The Holmes County Board of County Commissioners has the final approval regarding all petitions for public or private road name or road name changes. The Petitioner should be aware that the proposed road name change will be subject to all applicable land use regulations.

REQUIRED INFORMATION

Petitioner's Name: _____

Petitioner's Address: _____

Petitioner's Telephone Number: _____

Property ID Number of Petitioner's Property: _____

Existing Name of Road: _____

Proposed Name of Road: _____

Beginning at (cross street): _____

End at (cross street): _____

Description and Reason for Change:

Yes, this street is in a subdivision.

If yes, name of subdivision:

Approximately how long is the road in tenths of miles: _____

How many street signs are on the road (and provide map of general locations): _____

Number of Directly Affected Property Owners (adjoining property owners): _____

Copy of the recorded right-of-way or easement provide: (Book, Page): _____

LIST OF DIRECTLY AFFECTED PROPERTY OWNERS

(adjoining property owners)

Name

Address

Parcel ID

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SIGNATURE LIST FROM AFFECTED PROPERTY OWNERS

A separate list of signatures should be submitted from 80% of affected property owners. Said list should include the following from each property owner.

NOTE: The establishment or changing of the name of the road MAY cause the property owners on the road to have to change certain items and documents, including, but not limited to, their driver's license, post office information/address, certain bills and other documents contingent on addresses.

SIGNATURE FORM

PROPOSED ROAD NAME CHANGE:

FROM _____

TO _____

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I AM NOT in favor of the proposed road name change.

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I am NOT in favor of the proposed road name change.

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I am NOT in favor of the proposed road name change.

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I am NOT in favor of the proposed road name change.

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I am NOT in favor of the proposed road name change.

Printed Name	Address	Phone	Signature	Date
_____	_____	_____	_____	_____

Yes, I AM in favor of the proposed road name change.

No, I am NOT in favor of the proposed road name change.

APPLICANT AFIDAVIT

Section VIII, ItemG.

As the applicant, I shall independently acquire a property appraiser map of the area and show on it the names of all property owners abutting the road under construction.

I understand that the Holmes County Board of County Commissioner will hear this application in a public meeting after it has been properly vetted by the appropriate County entities set forth herein. I agree that the Holmes County personnel or any assigned agents may contact the applicant for the purpose of verifying the conditions that affect this application, for periodic inspections, and to verify information that I provided as part of this application.

FLORIDA STATUTES 837.06: False Official Statement: Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

I have read and understand all the information provided in this Application, the requirements listed within the application, and agree to provide the necessary information requested by Holmes County. I further certified that I have notified all property owners affected by this request and that the names and addresses attached hereto are those of the affected property owners as listed in the tax records of the Tax Collector of Holmes County. The information I have provided on this application is true and correct to the best of my knowledge.

Petitioner's Signature: _____

Date: _____

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned Notary Public in and for said County and State, appeared

_____, who is personally known to me or who has produced

_____, as identification, and who executed the foregoing instrument.

Given under my hand and seal this _____ day of _____, _____

[NOTARY SEAL]

Signed Name of Notary

Printed name of Notary

Commission Number

SUBMITTAL CHECKLIST

- Check along with Petition for Road Name \$500.00 or Road Name Change, \$750.00 (non-refundable, regardless of the decision of the Board). Check should be made payable to "Holmes County, Florida".
- Attach a list of names and addresses of all affected property owners - - all adjoining property owners of the Road.
- Attach a list of names and addresses of all affected property owners who are in favor of the road name change, in substantially the following form.
- Application Fee Waived due to the County's initiative.
- Said list should include the following from each property owner:
- Completed Application, signed and notarized.

PROCEDURE FOR ROAD NAME OR ROAD NAME CHANGE

Section VIII, ItemG.

1. Submit completed Application to the Planning Department with the \$500.00 or \$750.00 Application fee (payable to "Holmes County Board of County Commissioners") with required attachments/documentation and in accordance with Ordinance 2015-6. Submit a letter of approval from the County E911 Coordinator. Said letter should include, that (1) the road name change will not create undue confusion, (2) the desired name is not duplicate in whole, or in substantial portion, to the name of an existing road, and (3) the desired name is in conformity with any applicable County Ordinance and (4) any other thoughts or concerns the E911 Coordinator may have regarding the change.
2. Submit a letter of approval from the County Planning Department stating, at the minimum (1) the road name change will not create undue confusion, (2) the name change will not violate any planning or zoning purpose or procedure of the County, and (3) the desired name is in conformity with any applicable County Ordinance and (4) any other thoughts or concerns the County Planning Department may have regarding the proposed change.
3. Submit a letter of approval from the Public Works Department stating, at the minimum the road name change will not create undue confusion, (2) the name change will not violate any planning or zoning purpose or procedure of the County, and (3) the desired name is in conformity with any applicable County Ordinance and (4) any other thoughts or concerns the Public Works Department may have regarding the proposed change.
4. Upon the completion of "1", "2" and, "3" the Board office may place the Application for discussion on the next regularly scheduled Board Meeting or related Workshop. The Board may then vote to advertise and set a date for the public hearing. Said public hearing notice shall be in compliance with the procedure as set forth in Florida Statutes 336.10 and shall provide at least two (2) week's notice of said public hearing.
5. Applicant shall send out Certified Notices, Return Receipt Requested, to affected property owners at least seven (7) days prior to the Public Hearing notifying them of the Public Hearing. Names and addresses of affected property owners shall be obtained from the latest Ad Valorem Tax Roll. Copies of said notice(s) shall be provided to the County.
6. Attend Public Hearing. Be prepared to present your request and to answer any questions that the Board may have. If approved, the Board will pass a Resolution documenting such action.
7. If approved by the County (or designated County staff for an "un-named road"), designated County staff will notify affected entities (the Post Office, etc) of the change as soon as practicable.



PETITION CLOSING OF A ROAD

The process for petitioning for the closing of a road is as follows:

1. Provide, in writing, a formal petition requesting that a particular road be closed. Request should be accompanied with a \$500.00 check to pay for advertising before the Board of County Commissioners.
2. Submit with a deed to all lots showing ownership of all lots by the petitioner.
3. Submit evidence of paid taxes on each lot.
4. These items will be submitted to the Planning Commission through the Holmes County Planning Department for an informal review process. No public hearing is required at this point.
5. After review, the Planning Commission will:
 - a) Outline the regulatory steps to be taken in vacating this particular plan (with regards to surveys, filing and approval of new plat, posting of bond, etc.).
 - b) Issue a recommendation to the Holmes County Board of County Commissioners, with instructions to the Planning Department to proceed with legal advertisement.
6. The Planning Department will submit a legal ad to the local news publication for two weekly issues of the newspaper advertising that such vacation of the plat will be considered at a public hearing before the Commission at a regular meeting of the Board.
7. A public hearing will then be held as described above. You will be notified about the date.
8. If approved by the Board of County Commissioners, the Clerk of Court will then advertise for adoption of a resolution.



HOLMES COUNTY PLANNING OFFICE

Section VIII, Item G.

107 E Virginia Ave.
Bonifay, FL 32425
Office: 850-547-1119
Fax: 850-547-4134

PETITION CLOSING OF A ROAD CONT.

In addition to any other information, the petition shall contain the following:

- A. Legal Description of Petition Site
- B. Type of Petition
- C. Location Map
- D. Access to Affected Property
- E. Federal or State Highway Statement
- F. Evidence of Title
- G. Evidence of Taxes Paid
- H. Municipal Resolution
- I. Fees
- J. Justification

For additional information regarding the description of the items listed above, please reference Section 10.06.05 of the Holmes County Land Development Regulations.

The undersigned petitioner(s) having published a notice of intent in a newspaper of general circulation, hereby request and file this petition requesting to vacate right-of-way or easements of the following road as appearing on recorded plat at the Clerk of Court Office, Holmes County and of which a copy is available for examination at the Building/Planning Department, 107 E Virginia Ave, Bonifay, FL 32425.

This petition is for abandonment of the public's interest in a private right-of-way.

To the petitioner's knowledge, granting of this petition will not affect the ownership of right of convenient access of persons owning other land located or abutting the right-of-way, if any. Additionally, this road is not a part of any state or federal highway and is not acquired or dedicated for state or federal purposed. All taxes have been paid.

Witness

Petitioner

Date
