



# **AGENDA**

## **CITY COUNCIL MEETING - REGULAR SESSION**

**MONDAY, MARCH 03, 2025 at 9:00 AM**

**Bonifay City Hall Council Meeting Room – 401 McLaughlin Ave**

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### **I. CALL TO ORDER**

A. Invocation

B. Pledge of Allegiance

### **II. APPROVE AGENDA**

### **III. APPROVE MINUTES**

A. February 18th, 2025 Minutes

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

### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

#### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION AND ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

### **VI. PLANNING & ENGINEERING**

A. Melvin Engineering- D0298 Bonifay Southside Drainage Improvements Work Authorization

B. Ardurra- Clean Water SRF

C. Ardurra- SRF Pump Station Rehabilitation Phase 1

[D.](#) Ardurra- Permit Renewal

**VII. OLD BUSINESS**

**VIII. NEW BUSINESS**

[A.](#) Red Cross Proclamation

B. Decon Road Discussion

**IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

A. Personnel Updates

B. Department Updates

C. Employee Spotlight

**X. ADJOURN**

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



**MINUTES**  
**CITY COUNCIL MEETING - REGULAR SESSION**  
**TUESDAY, FEBRUARY 18, 2025 at 6:00 PM**  
**Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425**

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**I. CALL TO ORDER**

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

**PRESENT**

Mayor Larry Cook  
Council Member James Sellers  
Council Member Shelley Carroll  
Council Member Rick Crews

**ABSENT**

Council Member Eddie Dixon

Also present:

Deputy Clerk Tracy Walker, Executive Assistant Sierra Smith, City Attorney Jon Holloway, Chief of Police Johnny Whitaker, Fire Chief Travis Cook, Director of Public Works Aaron Taylor, and Chief Plant Operator Matt Perry

**A. Invocation**

Council Member James Sellers gave invocation.

**B. Pledge of Allegiance**

Council Member James Sellers led the Pledge of Allegiance.

**II. APPROVE AGENDA**

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

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

### **III. APPROVE MINUTES**

#### **A. February 3rd, 2025 Regular Session Minutes**

Motion made to approve the minutes of February 3, 2025 by Council Member Sellers, Seconded by Council Member Carroll.

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

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

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

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

Mayor Cook asked that John Feeney, City Planner, be moved to Item C under Planning and Engineering.

### **V. VISITORS – PUBLIC ADDRESSING THE COUNCIL**

#### **NON- AGENDA AUDIENCE**

Effective October 1, 2013, Florida Statute 286.0114 mandates that “members of the public shall be given a reasonable opportunity to be heard on a proposition before a Board or Commission.” Each individual shall have three (3) minutes to speak on the proposition before the Board. . THIS IS NOT A QUESTION-AND-ANSWER SESSION. It is NOT a political forum, nor is it a time for personal accusations and derogatory remarks to/or about City personnel. Those who wish to speak are reminded to observe proper decorum, and to avoid the use of profane or vulgar language. If you would like to address the City Council please come to the podium, state your name and address for the record

No visitors spoke.

### **VI. PLANNING & ENGINEERING**

#### **A. RIF Agreement- D0298**

Signature approval was needed on RIF Agreement D0298 for stormwater drainage grant.

Motion made to approve signatures on RIF Agreement D0298 by Council Member Crews, Seconded by Council Member Carroll.

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

Mr. Udochi stated the Stormwater Park notice to proceed will be in late March. Executive Assistant Sierra Smith told the Council Members that the ground breaking is tentatively set on March 24<sup>th</sup> and will confirm closer to date.

The RIF for the Old Middle School rehab has begun and should be completed within 90 days.

John U. also said that the engineering on the Wastewater Grant upgrades should begin soon.

#### B. RFQ 2025-05 WW

Executive Assistant Sierra Smith stated that Amir Zafar with Ardurra, was the only RFQ submission for Engineering and Continuing Engineering Services that was submitted. Amir has worked on many grants and projects for the City over the years and recommend the council approve the company.

Motion made to award the RFQ 2025-05 to Ardurra by Council Member Crews, Seconded by Council Member Sellers.

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

John Feeney, City Planner, stated that the planning fee schedule is a flat rate, but they have an hourly contract with the City, which is costing the City money. Instead of the engineering fee being a flat rate and open ended, they want to limit it to one submittal, and anything other than that will be paid by the developer using the hourly rate charged to the City. Mr. Feeney told the Council Members that the City Attorney said to put the language in a resolution, and bring it back to the Council at the next meeting.

### VII. OLD BUSINESS

#### A. Ordinance 2025-01 Second Reading Property Preservation & Maintenance

Deputy Clerk Tracy Walker read the heading of Ordinance 2025-01.

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA, SETTING FORTH PROPERTY PRESERVATION AND MAINTENANCE STANDARDS AND PROCEDURES FOR ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENERS' ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

There were no public comments.

Motion made to approve second reading and adoption of Ordinance 2025-01 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

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

#### B. Ordinance 2025-02 Second Reading Election Date

Deputy Clerk Tracy Walker read the heading of Ordinance 2025-02.

AN ORDINANCE OF THE CITY OF BONIFAY, FLORIDA, RELATING TO AMENDMENT OF CITY CHARTER REGARDING ELECTION DATE; PROVIDING THE ELECTION DAY FOR COUNCIL MEMBERS AND MAYOR TO BE HELD ON THE FIRST TUESDAY FOLLOWING THE FIRST MONDAY OF NOVEMBER IN EACH EVEN NUMBERED YEAR; PROVIDING FOR THE ORDERLY TRANSITION OF OFFICE

RESULTING FROM ELELCTION DATE CHANGE; PROVIDING FOR SEVERABILITY;  
AND PROVIDING FOR AN EFFECTIVE DATE.

There were no public comments.

Motion made to approve second reading and adoption of Ordinance 2025-02 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

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

#### C. Ordinance 439 Second Reading Comprehensive Plan

Deputy Clerk Tracy Walker read the heading of Ordinance 439.

AN ORDINANCE AMENDING ORDINANCE 358, WHICH ADOPTED THE CITY OF BONIFAY COMPREHENSIVE PLAN, AND ORDINANCE 401 WHICH AMENDED THE CITY OF BONIFAY FUTURE LAND USE MAP TO PROVIDE THE CONSIDERATION OF ADOPTION OF A CERTAIN AMENDMENT TO THE CITY OF BONIFAY COMPREHENSIVE PLAN TO REVISE AND UPDATE THE EXISTING COMPREHENSIVE PLAN AND FUTURE LAND USE MAP IN ACCORDANCE WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY AND FOR REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

There were no public comments.

Motion made to approve second reading and adoption of Ordinance 439 by roll call vote by Council Member Crews, Seconded by Council Member Sellers.

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

#### D. Rec Center Update

Executive Assistant Sierra Smith gave the Liberty Partners update on the 3-million-dollar HUD project for the Rec Center. It included the completion of an Environmental Analysis. On February 12, 2025, Liberty Partners received notification from HUD that the Environmental Review justification package had been fully accepted, and the project was cleared to move forward.

Executive Assistant Smith told the Council Members that Nicole Smith, with Congressman Dunn's office also helped the City out tremendously.

There will be a project kick-off meeting with HUD on Thursday, February 20th, at 1:00 pm.

Mayor Cook has determined that the Rec League will be able to play one more season at the Rec Center before construction is slated to begin.

### VIII. NEW BUSINESS

#### A. City Planning Fees

Move to Item C under Planning & Engineering.

## **IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION**

Items not listed on Formal Agenda.

### **A. Council Updates**

No updates.

### **B. Department Updates**

Bonifay Police Department 2024 Recap

Bonifay Fire Department 2024 Recap

Police Chief Johnny Whitaker gave the Council Members a recap of 2024. There were 2 high profile cases. One was a double homicide with an arrest made. The other one was the Wells Fargo ATM robbery. This robbery involved 6 people from Houston, Texas. Once the warrants are signed, they will be picked up.

Fire Chief Travis Cook read his letter of appreciation of support from the Council Members, employees and the public. In 2024, the fire department started a paid position which has improved response time, we have a total of 23 volunteers, added tools, equipment, & I-Pads, added helicopter communication equipment, upgraded the radio tower, tested & maintained all fire hydrants, obtained a 100% grant for turnout gear & hoses, AFG grant for the cascade station is outstanding, fund raisers held with a \$6903.39 profit. these was a total of 700 responses and attended or hosted 23 community events.

### **C. Employee Spotlight**

## **X. ADJOURN**

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

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

Mayor Cook declared the meeting adjourned at 6:47 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.**

WORK AUTHORIZATION NO. \_\_\_\_\_

to

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES  
 BETWEEN CITY OF BONIFAY AND DAVID H. MELVIN, INC.  
 BONIFAY SOUTHSIDE DRAINAGE IMPROVEMENTS  
 DHM Project #BON25CD

A. SUMMARY OF SERVICECS TO BE RENDERED

This work authorization addresses the necessary permitting and construction inspection services for Rural Infrastructure Grant Number D0298 awarded to the City of Bonifay, Florida in the total amount of \$1,233,000.00.

The City of Bonifay will use this funding for drainage improvements located on four (4) different roads on the south side of town consisting of St. Johns Road, Hightower Avenue, Jernigan Avenue and Clifford Street. Proposed drainage improvements consist of extensions to existing concrete box culverts, placement of new concrete box culverts, concrete ditch bottom inlets and concrete endwalls. Construction of new drainage culvert pipes and concrete mitered end sections are also included in this project along with clearing/grubbing, earthwork activities, new roadway guardrail placement, roadway base and asphalt pavement construction.

B. PROJECT COST:

Fees are as follows:

Recorded Easements and Permitting	\$ 40,000.00
Construction Engineering Inspection	\$ 93,000.00
<b>TOTAL ENGINEERING FEES</b>	<b>\$133,000.00</b>

C. PROJECT SCHEDULE: This project will be completed within the timeframe allowed by the Rural Infrastructure Grant Number D0298.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DAVID H. MELVIN, INC., Consultant

By:  \_\_\_\_\_

Name/Title: 2/20/2025 \_\_\_\_\_

CITY OF BONIFAY

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Attested by: \_\_\_\_\_



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**AND**

**CITY OF BONIFAY, FLORIDA**

**CLEAN WATER STATE REVOLVING FUND  
DESIGN LOAN AGREEMENT  
WW300161**

Florida Department of Environmental Protection  
State Revolving Fund Program  
Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard, MS 3505  
Tallahassee, Florida 32399-3000

## CLEAN WATER STATE REVOLVING FUND DESIGN LOAN AGREEMENT

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# CLEAN WATER STATE REVOLVING FUND DESIGN LOAN AGREEMENT

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**CLEAN WATER STATE REVOLVING FUND**  
**DESIGN LOAN AGREEMENT**  
**WW300161**

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BONIFAY, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as “Parties” or individually as “Party”.

**RECITALS**

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of wastewater pollution control facilities; and

Pursuant to the Capitalization Grant Award, the Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Clean Water Act or in an equivalent amount up to the Capitalization Grant Award; and

The Local Government applied for the financing of Design Activities and the Department has determined that all requirements for a loan and Principal Forgiveness have been met.

**AGREEMENT**

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

**ARTICLE I - DEFINITIONS**

**1.01. WORDS AND TERMS.**

Words and terms used herein shall have the meanings set forth below:

- (1) “Agreement” or “Loan Agreement” shall mean this agreement.
- (2) “Authorized Representative” shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.
- (3) “Capitalized Interest” shall mean the finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (4) “Depository” shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) “Design Activities” shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(6) “Final Amendment” shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(7) “Final Unilateral Amendment” shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(8) “Financial Assistance” shall mean Principal Forgiveness funds or Loan funds.

(9) “Financing Rate” shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(10) “Grant Allocation Assessment” shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(11) “Gross Revenues” shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(12) “Loan” shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(13) “Loan Application” shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(14) “Loan Debt Service Account” shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(15) “Loan Service Fee” shall mean an origination fee which shall be paid to the Department by the Local Government.

(16) “Local Governmental Entity” means a county, municipality, or special district.

(17) “Monthly Loan Deposit” shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(18) “Operation and Maintenance Expense” shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(19) “Pledged Revenues” shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(20) “Principal Forgiveness” shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(21) “Project” shall mean the Design Activities for lift station rehabilitation and transmission backup.

(22) “Sanitation System” shall mean all facilities and equipment owned by the Local Government for collecting and disposing of garbage and solid waste for residential, commercial, industrial, and governmental use.

(23) “Semiannual Loan Payment” shall mean the payment due from the Local Government to the Department at six-month intervals.

(24) “Sewer System” shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(25) “Utility System” shall mean all devices and facilities of the Water System, Sewer System, and Sanitation System owned by the Local Government.

(26) “Water System” shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

#### 1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word “person” shall include corporations and associations, including public entities, as well as natural persons.

### ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

#### 2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its Design Activities financed by this Loan.

(6) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(7) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(8) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues;

or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Local Government agrees to complete the Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(11) The Local Government covenants that this Agreement is entered into for the purpose of completing Design Activities in order to construct facilities which will, in all events, serve a public purpose.

## 2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

## 2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4C-02D38023-0	EPA	66.458	Capitalization Grants for State Revolving Funds	\$708,892	140131



## (2) Audits.

(a) In the event that the Local Government expends \$750,000 or more in Federal awards in its fiscal year, the Local Government must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Local Government shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Local Government conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Local Government shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Local Government expends less than \$750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government. In the event that the Local Government expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Local Government resources obtained from other than Federal entities).

(d) The Local Government may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/>.

## (3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-30000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

<https://harvester.census.gov/facweb/>

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Local Government shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Local Government in correspondence accompanying the reporting package.

#### (4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

#### (5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

## ARTICLE III - LOAN REPAYMENT ACCOUNT

### 3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

### 3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

### 3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

### 3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

## ARTICLE IV - PROJECT INFORMATION

### 4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Local Government shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

### 4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

### 4.03. LOAN DISBURSEMENTS.

This Agreement allows for funds to be advanced to the Local Government for allowable invoiced costs, under the provisions of 216.181, Florida Statutes. Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Local Government for reimbursement of the incurred design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work. Proof of payment will be required with the following disbursement request.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Local Government for disbursements of the design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-503.751, Florida Administrative Code, has been provided.

#### 4.04. ADVANCE PAYMENT.

The Department may provide an advance to the Local Government, in accordance with Section 216.181(16)(b), Florida Statutes. Such advance will require written request from the Local Government, the Advance Payment Justification Form and approval from the State's Chief Financial Officer. The Local Government must temporarily invest the advanced funds, and return any interest income to the Department, within thirty (30) days of each calendar quarter. Interest earned must be returned to the Department within the timeframe identified above or invoices must be received within the same timeframe that shows the offset of the interest earned.

Unused funds, and interest accrued on any unused portion of advanced funds that have not been remitted to the Department, shall be returned to the Department within sixty (60) days of Agreement completion.

The parties hereto acknowledge that the State's Chief Financial Officer may identify additional requirements, which must be met in order for advance payment to be authorized. If the State's Chief Financial Officer imposes additional requirements, the Local Government shall be notified, in writing, by the Department regarding the additional requirements. Prior to releasing any advanced funds, the Local Government shall be required to provide a written acknowledgement to the Department of the Authority's acceptance of the terms imposed by the State's Chief Financial Officer for release of the funds.

If advance payment is authorized, the Local Government shall be responsible for submitting the information requested in the Interest Earned Memorandum to the Department quarterly.

### ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

#### 5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year

#### 5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge based on the Local Government's uniform schedule of rates, fees, and charges.

#### 5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

#### 5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

#### 5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

#### 5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

#### 5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

### ARTICLE VI - DEFAULTS AND REMEDIES

#### 6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

## 6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

### 6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

## ARTICLE VII - THE PLEDGED REVENUES

### 7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or



assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

#### 7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

### ARTICLE VIII - GENERAL PROVISIONS

#### 8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

#### 8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

#### 8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to offices and other sites where Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

#### 8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

#### 8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

#### 8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

#### 8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

#### 8.08. RESERVED.

#### 8.09. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

**(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at [public.services@dep.state.fl.us](mailto:public.services@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, MS 49  
Tallahassee, FL 32399**

#### 8.10. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

#### 8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

- (1) The Local Government abandons or discontinues the Project before its completion,
- (2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or
- (3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

#### 8.12. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

#### 8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Local Government and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

### ARTICLE IX - RESERVED

### ARTICLE X - DETAILS OF FINANCING

#### 10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is \$708,892. Of that, the estimated amount of Principal Forgiveness is \$638,003. The estimated principal amount of the Loan to be repaid is \$70,989, which consists of \$70,889 to be disbursed to the Local Government and \$100 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

#### 10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$14,178 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$708,892. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee

is based on actual Project costs and assessed in the final Loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

#### 10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.20 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before July 1, 2024, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

#### 10.04. LOAN TERM.

The Loan term shall be 10 years.

#### 10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan less the Principal Forgiveness amount plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of \$4,303 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on August 15, 2025 and semiannually thereafter on February 15 and August 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$85,167, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the design process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Local Government's audit or the Department's audit.

The Local Government agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS (\$)
Design Activities costs	708,892
Less Principal Forgiveness	(638,003)
SUBTOTAL (Loan Amount)	70,889
Capitalized Interest	100
TOTAL (Loan Principal Amount)	70,989

10.07. SCHEDULE.

All Design Activities shall be completed no later than the date set forth below.

- (1) Invoices submitted for work performed on or after May 17, 2023 may be eligible for reimbursement.
- (2) Completion of all Design Activities for all Project facilities proposed for loan funding no later than February 15, 2025.
- (3) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2025.
- (4) The first Semiannual Loan Payment in the amount of \$4,303 shall be due August 15, 2025.

10.08. SPECIAL CONDITIONS.

- (1) Prior to execution of this Agreement, the Local Government shall submit the following:
  - (a) A signed Consultants Competitive Negotiation Act form; and
  - (b) A signed contract between the engineering consulting firm and the Local Government with specific details of the design work to be completed; and
  - (c) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(d) A Legal Opinion addressing the availability of Pledged Revenues, the right to increase rates, and subordination of the pledge.

(2) The Local Government will need advance payment approval or submit invoices dated on or after the effective date and specified in 10.07(1), along with proof of payment, for reimbursement of allowable invoiced costs.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW300161 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for  
**CITY OF BONIFAY**

  
\_\_\_\_\_  
Mayor

Attest:

I attest to the opinion expressed in Section 2.02,  
entitled Legal Authorization.

  
\_\_\_\_\_  
City Clerk

  
\_\_\_\_\_  
City Attorney

SEAL



for  
**STATE OF FLORIDA**  
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

\_\_\_\_\_  
Secretary or Designee      \_\_\_\_\_  
Date

**Florida Department of Environmental Protection  
State Revolving Fund (SRF) Program****PROJECT SPONSOR'S PROFESSIONAL SERVICES  
PROCUREMENT CERTIFICATION**

The purpose of this procurement certification form is to confirm that the professional services procured by the project sponsor comply with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055. This form must be submitted prior to placement of the sponsor's project on SRF's Priority List for funding.

**Project Sponsor's Name:** City of Bonifay**SRF Project Name:** Bonifay SRF Pump Station Rehab - Phase 1**SRF Project Number:** \_\_\_\_\_

Type of Professional Services (select all that apply):

Planning <input type="checkbox"/>	Design <input checked="" type="checkbox"/>	Services During Construction <input type="checkbox"/>
Not Procured <input type="checkbox"/>	Design-Build <input type="checkbox"/>	Construction Manager at Risk <input type="checkbox"/>

Name of organization to deliver professional services, if procured.

Ardurra Group Inc

Description of work to be performed.

Design for the rehabilitation of 11 wastewater lift stations and a new resiliency force main.

I certify that the professional services to be delivered and performed as described above has been procured or will be procured in compliance with CCNA requirements.

Date Procurement Solicited: <u>2/12/2025</u>	Date Service Contract Executed: <u>3/4/2025</u>

If applicable, I also certify that the professional services to be delivered and performed as described above under a 'continuing contract', comply with CCNA requirements. Attached is FDEP's memo dated 10/14/20 regarding the limitations of a 'continuing contract'. (Select the appropriate box below).

FDEP Memo Read and Met <input type="checkbox"/>	Explanation Attached if Memo not Met <input type="checkbox"/>	Not Applicable <input checked="" type="checkbox"/>
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I certify that documentation of the procurement for the above described professional services is readily available or will be readily available upon request.

I understand that falsifying or intentionally omitting any information on this certification form may be grounds for revoking the use of SRF funds for the above-mentioned professional services.

\_\_\_\_\_  
Signature of Sponsor's Legal CounselJonathan Thomas Holloway, City Attorney\_\_\_\_\_  
Typed Name and Title of Sponsor's Legal Counsel\_\_\_\_\_  
Date of Signature☐ Check box if additional information is attached.



## FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Tallahassee, FL 32399

October 14, 2020

### MEMORANDUM

SUBJECT: Continuing Contract as defined in the Consultants' Competitive Negotiation Act (CCNA), Section 287.055, Florida Statutes

FROM: Trina Vielhauer, Director Trina Vielhauer  
Division of Water Restoration Assistance

Digitally signed by Trina Vielhauer  
Date: 2020.10.14 09:29:37 -04'00'

Betsy Hewitt, Assistant General Counsel Betsy Hewitt  
Office of General Counsel

Digitally signed by Betsy Hewitt  
Date: 2020.10.19 08:07:50 -04'00'

TO: State Revolving Fund Loan Recipients

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It has come to FDEP's attention that there may be a misinterpretation of the requirements of the "Consultants' Competitive Negotiation Act" (CCNA), codified as Section 287.055, Florida Statutes, regarding the use of a "continuing contract", as that term is defined in Section 287.055(2)(g), F.S.

The solicitation requirements of the CCNA apply to all "agencies." Agency is defined as the state, a state agency, a municipality, a political subdivision, a school district, or a school board (§287.055(2)(b), F.S.). A "continuing contract" is an exception to the solicitation requirements of the CCNA. This exception is defined as "a contract for professional services entered into in accordance with all the procedures of [the CCNA] between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause."

Agencies cannot use a continuing contract to circumvent the competitive procurement requirements of the CCNA if (1) the estimated construction cost of any individual project exceeds \$4 million, or (2) the estimated study activity fee for professional services exceeds \$500,000. Contracts that exceed those monetary thresholds are outside the definition of "continuing contract," and therefore are subject to the competitive procurement requirements of the CCNA. (*Id.*; see also Florida Attorney General Opinion 2013-28).

As a recipient of a State Revolving Fund loan, please remember that, under section 287.055, Florida Statutes, state agencies, municipalities, and political subdivisions must comply with the public announcement and qualification procedures of the CCNA.<sup>1</sup> Further, the SRF loan agreement requires compliance with applicable State and Federal laws, which include the CCNA. You should consult your legal counsel for clarification of your requirements under the CCNA and the terms of your loan.

<sup>1</sup>Valid public emergencies are excepted (s. 287.055(3)(a), F.S.), as are design-build contracts (s. 287.055(9), F.S.)

This is Task Order  
Consisting 1 of 6 pages

**Task Order**

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In accordance with Paragraph 1.01 of the **City of Bonifay Agreement Between Owner and Engineer for Professional Services for State Revolving Fund (SRF) Projects – Task Order Edition**, dated **February 21, 2025** ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: \_\_\_\_\_, 2025
- b. Owner: City of Bonifay, Florida
- c. Engineer: Ardurra Group LLC
- d. Specific Project (title): Bonifay SRF Pump Station Rehabilitation – Phase 1
- e. Specific Project (description): The scope of work will include the design for the rehabilitation and /or improvements to existing pump stations in the City of Bonifay. Additionally, a new force main segment will be designed as part of this project. The design will include a survey of the existing site conditions, hydraulic analysis for pump and pipe design, civil site improvements, and bidding assistance.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

**SCOPE OF WORK**

Project Scope General

The proposed project is based on the City of Bonifay Wastewater Conveyance System Planning Document dated November 2022. The project scope will follow the recommendations as defined within the Planning Document unless deviation is required due to subsequent engineering analysis, a subsequent agreement between Ardurra Group LLC and the Client, and / or limitations due to available funding.

The following pump stations are included within the project scope:

- PS-1 (Clouds)
- PS-4 (Prison)
- PS-6 (St. Johns)
- PS-7 (Ag Center)

- PS-8 (Cedar Gardens)
- PS-9 (Elementary School)
- PS-10 (Montana)
- PS-11 (Wendy Lewis)
- PS-12 (Corner Jail)
- PS-13 (Jail)
- PS-14 (Doc Faison)

Additionally, Phase 1 of the “*South I-10 Resiliency Force Main*” will be included within the proposed project scope.

Hydraulic Analysis

Ardurra Group LLC will utilize hydraulic models and field data to determine the hydraulic conditions associated with each of the subject lift stations. Pumps will be sized according to the associated hydraulic conditions.

Site Improvements / Piping / Wet Wells

Site improvement designs for the subject pump stations will generally include new fencing, ground cover, water services, and / or lighting as required. The pump station upgrades will include new piping and fittings within and outside of the wet wells. The proposed pump station piping will be tied into the existing force mains. The wet well structures will be rehabilitated as required by site and condition assessments.

Electrical and SCADA Design

The electrical and controls components for the pump stations will be upgraded to new equipment and designed in accordance with the applicable standards.

Permitting

Ardurra Group LLC will prepare and submit the required FDEP, and right-of-way permits. However, permit application fees will be provided by the Client at the time of application submittal.

Force Main

Ardurra Group LLC will design the Phase 1 force main improvements as referenced in the Bonifay Wastewater Conveyance System Planning Document. Right-of-way improvements will be included in the design as required for the proposed force main construction.

Survey

Ardurra Group LLC will employ a survey subconsultant to survey the subject pump station sites and the proposed force main route. The survey shall utilize acceptable horizontal and vertical datum, survey benchmarks and / or control points, contours at 1-foot intervals, location of visible utilities within the limits of survey, location of buried utilities which are marked in the field by others, and digital copies of the survey files.

Designs shall follow Client and agency standards for infrastructure and utilities. Ardurra Group LLC shall provide plans, specifications, and contract documents to the City for

review. Ardurra Group LLC will submit 30%, 60%, 90% and 100% plans to the City for review and approval.

**Bidding**

Ardurra Group LLC will perform the following functions related to the project bidding process:

- 1. Assist the Client and funding agency with publicly advertising the project.
- 2. Issue all necessary addendums during the bid period as needed for clarification.
- 3. Distribute bid documents to bidders
- 4. Answer questions during the bid process and prepare addendum as applicable.
- 5. Attend the bid opening.
- 6. Prepare a detailed bid tabulation.

**B. Designing to a Construction Cost Limit**

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is **\$9,294,365.00**. The bidding or negotiating contingency to be added to the Construction Cost Limit is **8.5** percent.

**3. Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are: those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: The Owner shall supply property, boundary, easement, right-of-way, and other relevant data for the pump station sites and utility easements as required to enable design and construction activities. If necessary, the Owner shall perform title searches or retain the services of specialists in order to establish the aforementioned boundary descriptions and property rights.

## 5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [ 3 ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ 180 ] days of Owner's authorization to proceed with Preliminary Design Phase services.
Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [ 14 ] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [ 3 ] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [ 30 ] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [ 3 ] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ 106 ] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [15] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [ 3 ] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [ 30 ] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 2 of Exhibit A)	\$708,892.00	Lump Sum
TOTAL COMPENSATION	\$708,892.00	Lump Sum

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is \_\_\_\_\_, 2025

[AUTHORIZED SIGNATURES ON FOLLOWING PAGE]



OWNER: **City of Bonifay**

ENGINEER: **Ardurra Group LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: **Amir Zafar**

Title: \_\_\_\_\_

Title: **Client Service Manager**

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

This is Task Order  
No. 502101799-002,  
consisting of 4 pages

**Task Order**

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In accordance with Paragraph 1.01 of the **City of Bonifay General Services** Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated **February 21, 2025** ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: February 25, 2025
- b. Owner: City of Bonifay, Florida
- c. Engineer: Ardurra Group LLC
- d. Specific Project (title): Bonifay FDEP Permit Renewal
- e. Specific Project (description): Preparation of a permit application package to renew existing FDEP permit for City of Bonifay WWTF (FL0027731)

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

**SCOPE OF SERVICES**

**Part I – General**

- 1. Contact FDEP to coordinate all permitting requirements
- 2. Attend a pre-application meeting.

**Part II – Permitting**

Permitting obligations of the Engineer shall include:

- 1. Prepare all required data for permit submittal. Owner will provide all WWTF operational data in electronic MS Excel format.
- 2. Complete and submit all anticipated permit applications. Anticipated permits applications include:
  - a. FDEP Form 1 {FDEP Form 62-620.910(1)}

- b. FDEP For 2A {FDEP Form 62-620.91(2)}
- 3. Prepare Capacity Analysis Report to meet minimum FDEP requirements.
- 4. Prepare Operational and Maintenance Performance Report to meet minimum FDEP permit requirements.

**Additional Time & Materials (T&M) Services**

Considering the complexity of the FDEP permitting process, we are requesting that an additional \$10,000.00, payable as an allowance and tracked by time and material, be set aside to cover potential cost associated with the response of up to two FDEP Requests for Additional Information (RAI). We find that this billing approach should benefit the City, in that we don't have to anticipate a "worst case scenario" to cover the cost in a complete Lump Sum amount. Also, current regulations require the submittal of a Power Outage Contingency Plan and a Collection Systems Action Plan be submitted during the permit renewal cycle. To assist we are a T&M of \$5000.00 be included. Any remaining fee from the allowances listed under Additional T&M Services can be rescinded from the total task amount of \$15,000.00

- 5. Assist the City with the preparation of a Power Outage Continuity Plan &/or Collection System Action Plan, if needed.
  - 6. Respond to up to two (2) FDEP Request for Additional Information (RAI) if needed.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

**3. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: The Owner shall provide any relative existing data and documents (i.e., plans, old reports, operating data, etc.) to support the renewal of permit application. Also, any long-range planning, comprehensive plan, and annexation data pertinent to forecasting future flows shall be provided.

**4. Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: **Schedule to be determined by FDEP application process. Per FDEP Permit Renewal Reminder letter dated October 14, 2024, application for renewal will be submitted no later than 180 days prior to the expiration of the current permit (March 18, 2025).**

**5. Payments to Engineer**

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1.		
a. Permit Application	\$5,000.00	Lump Sum
b. Capacity Analysis Report	\$5,000.00	Lump Sum
c. O&M Performance Report	\$10,000.00	Lump Sum
<b>TOTAL LUMP SUM COMPENSATION (lines 1.a-c)</b>	<b>\$20,000.00*</b>	
* Cost for responding to RAIs, Water Quality Study, Reuse Feasibility Report, and any specialized evaluation are not included in this work. Additionally, permit application fees will be paid by the City and are not included in this Scope of Services.		
2. Additional Services (If Applicable)		
a. Power Outage Contingency Plan	\$2500.00	Time & Materials
b. Collection System Action Plan	\$2500.00	Time & Materials
c. Additional RFIs	\$10,000.00	Time & Materials
<b>TOTAL NOT TO EXCEED TIME &amp; MATERIALS AMOUNT</b>	<b>\$15,000.00</b>	
<b>TOTAL TASK ORDER LUMP SUM AND T&amp;M AMOUNT</b>	<b>\$35,000.00</b>	

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

## 6. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 25\_\_\_\_\_, 2025.

OWNER: **City of Bonifay**

ENGINEER: **Ardurra Group LLC**

By: \_\_\_\_\_

By: **Amir Zafar** Digitally signed by Amir Zafar  
DN: C=US, E=azafar@ardurra.com, O=Ardurra Group  
INC, OU=Panama City, CN=Amir Zafar  
Date: 2025.02.23 19:56:55-05'00' \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: **A m i r Z a f a r** \_\_\_\_\_

Title: \_\_\_\_\_

Title: **Client Service Manager** \_\_\_\_\_

Engineer License or Firm's  
Certificate No. (if required): \_\_\_\_\_  
State of: \_\_\_\_\_

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

E-Mail  
Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_



**AMERICAN RED CROSS MONTH, 2025  
A Proclamation**

This March, we celebrate American Red Cross Month by recognizing the compassionate acts of people in Bonifay and by renewing our commitment to lend a helping hand to our neighbors in need. Since Clara Barton founded the American Red Cross more than 140 years ago, generation after generation has stepped up to deliver relief and care across our country and around the world, bringing out the best of humanity in times of crisis. Advancing this noble mission, the volunteers, blood and platelet donors, and supporters who now give back through the Northwest Florida Red Cross Chapter remain unwavering in their commitment to prevent and alleviate human suffering in the face of today’s emergencies.

Their voluntary and generous contributions shine a beacon of hope in people’s darkest hours — whether it’s delivering shelter, food and comfort during disasters; providing critical blood donations for hospital patients; supporting service members, veterans and their families; saving lives with first aid, CPR, AED and other skills; or delivering international aid and reconnecting loved ones separated by global crises.

This work to uplift our community is truly made possible by those who selflessly answer the call to help, whenever and wherever it’s needed. We hereby recognize this month of March in honor of their remarkable service, and we ask everyone to join in their commitment to care for one another.

NOW, THEREFORE, I, Mayor Larry Cook, of Bonifay, by virtue of the authority vested in me by the laws of Bonifay and Florida do hereby proclaim March 2025 as Red Cross Month. I encourage all citizens of Bonifay to reach out and support its humanitarian mission.

IN WITNESS WHEREOF, I have hereunto set my hand this 3<sup>rd</sup> day of March, in the year of our Lord two thousand twenty-five, and of the Bonifay and Florida.

[INSERT SIGNATORY]