



# AGENDA

## CITY COUNCIL MEETING - REGULAR SESSION

**TUESDAY, SEPTEMBER 03, 2024 at 9:00 AM**

**Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425**

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

A. Invocation

B. Pledge of Allegiance

### **II. APPROVE AGENDA**

### **III. APPROVE 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

A. Robert Urquhart - City Water

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

A. City Planner John Feeney - Land Use Changes Application, Second reading of Ordinances 2024-10 and 2024 - 11 with Public Hearing, approval of changes, and adoption of Ordinances 2024-10 and 2024 - 11.

### **VII. OLD BUSINESS**

A. Harrison Settlement Agreement

## **VIII. NEW BUSINESS**

[A.](#) City Insurance Renewal 10/01/2024

[B.](#) City Software for Accounting, Payroll, Billing, Budgeting, Work Orders, and Customer Contact

[C.](#) Resolution 2024-36

## **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.**

ORDINANCE NO. 2024-10

AN ORDINANCE OF CITY OF BONIFAY, FLORIDA, AMENDING VOLUME III OF THE CITY OF BONIFAY YEAR 2010 COMPREHENSIVE PLAN FUTURE LAND MAP SERIES, AS AMENDED; AMENDING CHAPTER 2, "FUTURE LAND USE ELEMENT." PROVIDING FOR AN AMENDMENT TO THE YEAR 2010 FUTURE LAND USE MAP, AS AMENDED, CHANGING THE FUTURE LAND USE CATEGORY OF FOUR PARCELS, LOCATED ON S DEPOT STREET AND MCGEE ROAD, FROM LOW DENSITY RESIDENTIAL AND RECREATION TO URBAN MIXED TOTALING 17.43 (+/-) ACRES IN SECTION 6, TOWNSHIP 4 NORTH, RANGE 14 WEST AND IN SECTION 1, TOWNSHIP 4 NORTH, RANGE 15 WEST, PARCEL NUMBERS 0606.02-000-000-008.000, 0606.02-000-000-009, 0606.02-000-000-022.000, 1001.01-000-000-007.000; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Bonifay to prepare and adopt and enforce a comprehensive plan; and,

WHEREAS. The City of Bonifay Planning Board held a Public Hearing to consider Proposed Comprehensive Plan Amendment 2024-10 on August 22, 2024, and recommended the Amendment be approved by the City of Bonifay Board for adoption; and,

WHEREAS, the City of Bonifay City Council held a Public Hearing on September 3, 2024, to adopt Comprehensive Plan Amendment 2024-10, pursuant to Section 163, 3187, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the City of Bonifay City Council finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment 2024-10, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with the future problems that may result from the use and development of land with the City of Bonifay, as follows;

NOW THEREFORE BE IT ORDAINED by the City Council of City of Bonifay, Florida as follows;

Section 1      Purposes and Intent.

The land use designations of the above identified parcels, shall be and hereby is changed from "Rural Residential" and "Low Density Residential" to "Urban Mixed-Use" use as described in Small Scale Amendment 2024-10.

Section 2      Comprehensive Plan Amendment.

The City of Bonifay Comprehensive Plan is hereby amended to set forth in and incorporated herein by reference, and consists of a Future Land use Map Amendment.

Section 3      Severability.

If any provision of the ordinance is declared by any court of competent Jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance and the City of Bonifay Comprehensive Plan shall remain in full force and effect.

Section 4      Copy on File.

An official, true and correct copy of all elements of the City of Bonifay Comprehensive Plan as adopted and amended from time to time shall be maintained by the Clerk of Court of the City of Bonifay or his designee.

Section 5      Effective Date.

This effective date of this Comprehensive Plan Amendment shall be the date a final order is issued by the Florida Department of Community Affairs, or the Administrative Commission finding the amendment in compliance is accordance with Section 163.318 Florida Statutes, whichever occurs earlier. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before this amendment becomes effective.

PASSED AND DULY ADOPTED, with a quorum present and voting, by the City Council of City of Bonifay, Florida the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF BONIFAY, FLORIDA

By: \_\_\_\_\_  
By its Mayor, Larry Cook

ATTEST:

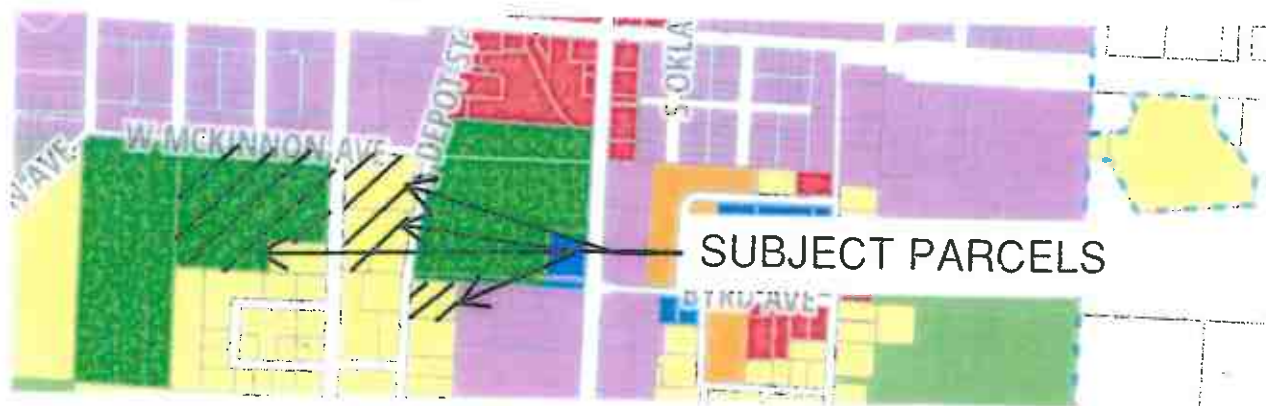
\_\_\_\_\_  
By: Rickey Callahan, City Clerk

AN ORDINANCE OF CITY OF BONIFAY, FLORIDA, AMENDING VOLUME III OF THE CITY OF BONIFAY YEAR 2010 COMPREHENSIVE PLAN FUTURE LAND MAP SERIES, AS AMENDED; AMENDING CHAPTER 2, "FUTURE LAND USE ELEMENT," PROVIDING FOR AN AMENDMENT TO THE YEAR 2010 FUTURE LAND USE MAP, AS AMENDED, CHANGING THE FUTURE LAND USE CATEGORY OF FOUR PARCELS, LOCATED ON S DEPOT STREET AND MCGEE ROAD, FROM LOW DENSITY RESIDENTIAL AND RECREATION TO URBAN MIXED TOTALING 17.43 (+/-) ACRES IN SECTION 6, TOWNSHIP 4 NORTH, RANGE 14 WEST AND IN SECTION 1, TOWNSHIP 4 NORTH, RANGE 15 WEST, PARCEL NUMBERS 0606.02-000-000-008.000, 0606.02-000-000-009, 0606.02-000-000-022.000, 1001.01-000-000-007.000; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

The purpose of this hearing is to receive public comments regarding proposed Amendment 2024-10 to the Comprehensive Plan Year 2022 Future Land Use Map, changing the future land use map category of the parcels noted above as depicted in the map below.

The hearing is open to the public. Interested parties may attend meetings and be heard with respect to any proposed ordinance. The public is encouraged to communicate verbally or in writing concerning matters before the City Council. A draft of the proposed ordinance is available for public review during normal working hours at Bonifay City Hall at 401 McLaughlin Ave, Bonifay, FL 32425. Written communication may be sent to City Hall at the above address. A copy of the meeting's agenda is posted 24 hours prior to the meeting at the above address. Any person who decides to appeal any decision made with respect to any matter considered at the Public Hearing will need a record of the proceedings of the meeting. A copy of the meetings can be obtained from the Clerks Finance Office 10 days after the meeting.

If you have any questions, please contact City Hall. Please ask for Rickey Callahan at 850-547-4238 and we are located at 301 J Harvey Etheridge Street, Bonifay, FL 32425.



ORDINANCE NO. 2024-11

AN ORDINANCE OF CITY OF BONIFAY, FLORIDA, AMENDING VOLUME III OF THE CITY OF BONIFAY YEAR 2010 COMPREHENSIVE PLAN FUTURE LAND MAP SERIES, AS AMENDED; AMENDING CHAPTER 2, "FUTURE LAND USE ELEMENT." PROVIDING FOR AN AMENDMENT TO THE YEAR 2010 FUTURE LAND USE MAP, AS AMENDED, CHANGING THE FUTURE LAND USE CATEGORY OF TWO PARCELS, LOCATED AT THE INTERSECTION OF I-10 AND S WAUKESHA ST, FROM MIXED USE TO COMMERCIAL TOTALING 86.23 (+/-) ACRES IN SECTION 12, TOWNSHIP 4 NORTH, RANGE 15 WEST, AND SECTION 13, TOWNSHIP 4 NORTH, RANGE 15 WEST, PARCEL NUMBERS 1012.00-000-000-016.000 AND 1013.00-000-000-001.000; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Bonifay to prepare and adopt and enforce a comprehensive plan; and,

WHEREAS. The City of Bonifay City Council held a Public Hearing to consider Proposed Comprehensive Plan Amendment 2024-11 on August 22, 2024, and recommended the Amendment be approved by the City of Bonifay Board for adoption; and,

WHEREAS, the City of Bonifay Planning Board held a Public Hearing on September 3, 2024, to adopt Comprehensive Plan Amendment 2024-11, pursuant to Section 163, 3187, Florida Statutes, with due public notice having been provided, and having reviewed and considered all comments received during the public hearing, and having provided for necessary revisions; and,

WHEREAS, in exercise of its authority, the City of Bonifay City Council finds it necessary and desirable to adopt and does hereby adopt Comprehensive Plan Amendment 2024-11, in order to encourage the most appropriate use of land, water and resources, consistent with the public interest; and deal effectively with the future problems that may result from the use and development of land with the City of Bonifay, as follows;

NOW THEREFORE BE IT ORDAINED by the City Council of City of Bonifay, Florida as follows;

Section 1      Purposes and Intent.

The land use designations of the above identified parcels, shall be and hereby is changed from "Mixed Use" to "Commercial" use as described in Small Scale Amendment 2024-11.

Section 2      Comprehensive Plan Amendment.

The City of Bonifay Comprehensive Plan is hereby amended to set forth in and incorporated herein by reference, and consists of a Future Land use Map Amendment.

Section 3      Severability.

If any provision of the ordinance is declared by any court of competent Jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance and the City of Bonifay Comprehensive Plan shall remain in full force and effect.

Section 4      Copy on File.

An official, true and correct copy of all elements of the City of Bonifay Comprehensive Plan as adopted and amended from time to time shall be maintained by the Clerk of Court of the City of Bonifay or his designee.

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PASSED AND DULY ADOPTED, with a quorum present and voting, by the City Council of City of Bonifay, Florida the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

CITY OF BONIFAY, FLORIDA

By: \_\_\_\_\_  
By its Mayor, Larry Cook

ATTEST:

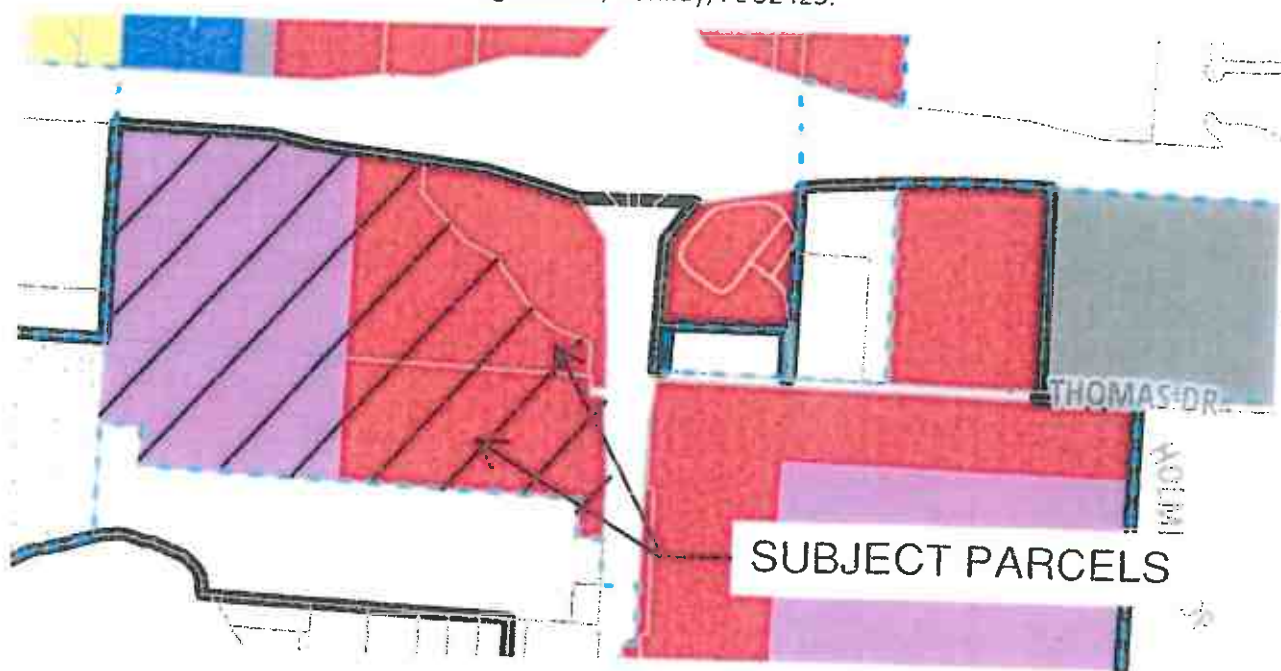
\_\_\_\_\_  
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If you have any questions, please contact City Hall. Please ask for Rickey Callahan at 850-547-4238 and we are located at 301 J Harvey Etheridge Street, Bonifay, FL 32425.







RENEWAL QUOTE FOR 2024-2025

City of Bonifay  
FMIT 0053

<u>Coverage</u>	<u>Deductible</u>	<u>Limit</u>	<u>Premium</u>
General/Professional Liability	\$0	\$1,000,000	\$48,106
Cyber Liability	\$0	\$2,000,000	\$2,977
Automobile Liability	\$0	\$1,000,000	\$15,611
Automobile Physical Damage	Per Schedule		\$9,162
Property	\$1,000	\$31,161,450	\$258,320
Workers' Compensation	\$0	Total Payroll	
Experience Modification	1.69 10/1/24	\$1,619,103	\$68,973
TOTAL NET PREMIUM			\$403,149

\*Includes: Drug Free Credit: Yes  
Safety Credit: Yes

Please Note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Coverage Agreement(s) for applicable coverage terms, conditions, limits and obligations.

The premiums quoted above are priced according to the coverage lines presented. Any change or deletion of coverages may result in re-pricing of remaining coverage lines.

\*Please see next page for options if applicable.



RENEWAL QUOTE FOR 2024-2025

City of Bonifay  
FMIT 0053

**DEDUCTIBLE / LIMIT OPTIONS**

<i>Property - Wind Coverage</i>	<i>Named Storm Deductible</i>	<i>Annual Premium</i>	<i>Check Option</i>	
			<i>Accepted</i>	<i>Rejected</i>
Option 1	5%	\$258,320	<input type="radio"/>	<input type="radio"/>
Option 2	7.5%	\$237,655	<input type="radio"/>	<input type="radio"/>
Option 3	10%	\$219,572	<input type="radio"/>	<input type="radio"/>

Please note: All descriptions of coverage provided herein are intended for illustration and general discussion purposes. Do not rely upon this communication for coverage. Refer to the FMIT Property Coverage Agreement for applicable coverage terms, conditions, limits, and obligations.

**Special Note:** The Named Storm Deductible option will default to the expiring selection unless FMIT is notified otherwise by completing and returning this form to your Account Executive.

# PREMIUM SUMMARY

2023-2024

LINE	EXPOSURE	LIMITS	DEDUCTIBLES	PREMIUM
Auto Liability	42 units	\$1,000,000	\$0	\$13,993.00
Auto Phys Damage	42 units- \$2,329,720	ACV		\$8,791.00
Property Inc EQ BD	\$20,040,888	same	\$1,000	\$126,765.00
IM	\$1,106,000	same	\$1,000 except \$500 unscheduled	inc
Crime		\$25,000	\$1,000	inc
General Liability	\$1,087,790	\$1,000,000	\$0	\$54,691.00
Law Enforcement Liability	FTO 7 PTO 2 Vol 5	\$1,000,000	\$0	inc
Public Official Liability		\$1,000,000	\$0	inc
EPLI	57 EE	\$500,000	\$0	inc
Cyber Liability		\$2,000,000	\$50,000	\$2,835.00
Work Comp	1,572,411	\$1M/\$1M/\$1M	EMR 1.85	\$97,118.00
			Incentive credit	-\$50,109.00
			<b>Total Premium:</b>	<b>\$254,084.00</b>

2024-2025

LINE	EXPOSURE	LIMITS	DEDUCTIBLES	PREMIUM
Auto Liability	42 units	\$1,000,000	\$0	\$13,855.00
Auto Phys Damage	42 units- \$2,329,720	ACV	\$1,000/\$1,000	\$9,873.00
Property Inc EQ BD	\$28,910,550.00	same	\$1,000 AOP-5% NS \$20K Min	\$157,471.00
IM	\$1,106,000.00	same	\$1,000 except \$500 unscheduled	\$2,000.00
Crime		\$25,000	\$1,000	\$500.00
General Liability	\$1,087,790	\$1,000,000	\$0	\$6,014.00
Law Enforcement Liability	FTO 7 PTO 2	\$1,000,000	\$0	\$9,270.00
Public Official Liability	\$1,572,411	\$1,000,000	\$0	\$23,553.00
EPLI	FT 26 PT 9 VOL 26	\$1,000,000	\$0	inc
Cyber Liability		\$2,000,000	\$25,000	\$4,706.00
Work Comp	\$1,572,411	\$1M/\$1M/\$1M	EMR 1.69	\$56,684.00
			<b>Total Premium:</b>	<b>\$283,926</b>

Section VIII, ItemA.

Order Form: Q-28711-1  
Date: 6/12/2024, 4:23 PM  
Expires On: 9/27/2024

Phone: (866) 777-0069  
Email: info@sprbrk.com



Ship To:  
Tracy Walker  
Bonifay, City of  
301 J Harvey Etheridge  
Bonifay, Florida 32425  
tracy.walker@cityofbonifay.com

Bill To:  
Bonifay, City of  
301 J Harvey Etheridge  
Bonifay, Florida 32425

Account Manager	E-mail	Phone Number	Payment Terms
Travis VanDervort	travis.vandervort@sprbrk.com	(518) 520-4700	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 15,050.00	1	50.000	USD 7,525.00
Finance Suite Subscription	USD 14,200.00	1	50.000	USD 7,100.00
Fixed Assets Subscription	USD 4,750.00	1	50.000	USD 2,375.00
Employee Self Services Subscription	USD 2,400.00	1	50.000	USD 1,200.00
Payroll Subscription	USD 7,850.00	1	50.000	USD 3,925.00
HR Core Subscription	USD 12,000.00	1	40.000	USD 7,200.00
Annual Product Pricing Total:				USD 29,325.00

Estimated Professional Services						
PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 240.00	USD 105.00	250	56.250	USD 26,250.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 105.00	22	56.250	USD 2,310.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 105.00	190	56.250	USD 19,950.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 105.00	32	56.250	USD 3,360.00
Standard Professional Services	Standard Professional Services	USD 240.00	USD 105.00	250	56.250	USD 26,250.00
Estimated Professional Services Total:						USD 78,120.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Service	Fixed Fee Professional Services	USD 6,000.00	1	0.000	USD 6,000.00
Fixed Fee Professional Services Total:					USD 6,000.00

**Grand Total: USD 113,445.00**  
\* excludes applicable sales tax

## Order Details

Customer Name: Bonifay, City of

Customer Contact: Tracy Walker

Governing Agreement(s): This Order Form is governed by the applicable terms found at:  
 MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>  
 MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>  
 Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

## Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery\* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

*\* The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

## Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

*\* Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments under this threshold will be executed and invoiced accordingly. On-site professional services are subject to a daily minimum rate regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as they are incurred.*

## Special Order Terms

Special Order Terms (if any):

By signing, both parties agree to the terms and conditions set forth in this agreement.

\* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Bonifay, City of

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order # (if required) \_\_\_\_\_





Order Form: Q-30903-1  
 Date: 8/14/2024, 5:58 PM  
 Expires On: 10/31/2024



Phone: (800) 768-7295  
 Email: info@xpressbillpay.com

**Ship To:**  
 Tracy Walker  
 Bonifay, City of  
 301 J Harvey Etheridge  
 Bonifay, Florida 32425  
 tracy.walker@cityofbonifay.com

**Bill To:**  
 Bonifay, City of  
 301 J Harvey Etheridge  
 Bonifay, Florida 32425

## Gateway Administrative Service Agreement

This Master Services Agreement (this "**Agreement**") is entered into by and between Xpress Solutions, Inc. ("**Xpress**") and Customer identified on the Order ("**Customer**"), together referred to as the "**Parties**" and each individually as a "**Party**."

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1.0 Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.

**2.0 Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, transaction and hosting Fees, and various additional Fees as set forth in the Order Form and Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact Customer for resolution which will include resubmission up to three (3) times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.

**3.0 Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third-party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress' requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

**4.0 Support Services and Service Levels:** Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.

**5.0 Software or Hardware:** Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Google Chrome, Microsoft Edge, or Mozilla Firefox.

**6.0 Debit Authorization:** Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.

**7.0 Accepting Transactions:** Xpress will accept all completed batches from the Customer, Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.

**8.0 Returned Entries:** Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software, or by other means, as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.

**9.0 Reports:** Xpress will provide a detailed report of all funds transfers collected for the organization's account. All reporting will be via the Internet.

**10.0 Limits of Xpress Liability:** Xpress will be responsible for Xpress' performance in processing ACH services as a third-party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.

**11.0 Representations and Warranties Regarding End Users:** Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

**12.0 Regulatory Compliance:** Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.

**13.0 Record Keeping:** Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and EFT services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.

**14.0 Compliance:** Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress' Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.

**15.0 Termination:** This Agreement may be terminated by either party upon not less than 30 days' written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.

**16.0 Governing Law: Attorneys' Fees:** This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as Attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.

**17.0 Independent Contractors:** Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.

**18.0 No Warranty:** Xpress makes no warranty, expressed or implied, including warranties of merchant ability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to Customer or to third parties dealing with Customer even if Xpress has been advised of the possibility of such damages.

**19.0 Entire Agreement:** This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

**20.0 Successors and Assigns: Third Party Beneficiary:** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zions First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and ~~independently against~~ Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.

**21.0 Waiver:** Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**  
Xpress Solutions, Inc.

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

**Accepted by:**  
Bonifay, City of

Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

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

Date: \_\_\_\_\_

**EXHIBIT A**  
Fees

**Initial Configuration Fees**

PRODUCT	DESCRIPTION	RATE
Payment System - Setup & Configuration	Payment System - Setup & Configuration - Online Payment Module, Auto Pay Module, Card Swipe Module	USD 2,200.00
Training - Onsite Per Day	Training - Onsite Per Day - Does not include travel. You shall reimburse roundtrip airfare and hotel stay.	USD 550.00

**Transaction Fees**

PRODUCT	RATE PER TRANSACTION
*Credit/Debit Card Transactions	USD 1.00
EFT Transactions	USD 1.00
EFT Returned Item Basic - Invalid account number or unable to locate account	USD 7.00
EFT Return NSF or Account Closed	USD 14.00
EFT Return Stop Payment or Charge Back	USD 30.00
XBP Deposit Account Withdrawals (6 Free Per Month then \$6.25)	USD 6.25
Bank Bill Pay Transactions	USD 0.59
Toll Free IVR Surcharge	USD 1.25
Toll Free Operator Assisted Surcharge	USD 2.00
Pay by Text Surcharge	USD 0.25

**Maintenance & Support**

PRODUCT
Monthly Support & Hosting - \$0.055 per customer bill. Minimum \$100.
Monthly Account Maintenance Fee - \$29 - Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account

**Forms Builder**

PRODUCT	DESCRIPTION	RATE
Annual Forms Builder Fee	Annual Forms Builder Fee	USD 2,750.00
Xpress Forms Builder - Setup & Configuration	Xpress Forms Builder - Setup & Configuration	USD 550.00

Hardware			
PRODUCT	RATE	QTY	NET PRICE
USB Card Reader	USD 85.00	1	USD 85.00

*\*Additionally, merchant services will be needed for card processing. Merchant service fees will be billed directly from the merchant service provider.*

**Special Order/Invoicing Terms (if any):**

**EXHIBIT B**  
Customer Account Information

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account: \_\_\_\_\_

Account Type: \_\_\_\_\_

Routing Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

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

Federal ID #: \_\_\_\_\_



## EXHIBIT C ACCEPTABLE USE POLICY

### Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at <https://secure.xpressbillpay.com/mktg/AcceptableUsePolicy.pdf>.

### Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

### Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

#### 1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws.
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more news groups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity (including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.
- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan Horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;

- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to ensure compliance with this Policy generally, and also of this provision specifically.

## 1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

## 1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

## 1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

### 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
108 South 700 East  
American Fork, UT 84003  
800-768-7295  
[security@xpressbillpay.com](mailto:security@xpressbillpay.com)

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which may be requested by sending an email to [info@xpressbillpay.com](mailto:info@xpressbillpay.com).

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

40 BURTON HILLS DR.  
NASHVILLE, TN 37215



Zell Reeves  
Account Executive  
713-248-5127 zreeves@i3verticals.com

[www.i3verticals.com](http://www.i3verticals.com)

Pricing Proposal for:

City of Bonifay, FL

Tracy Walker

Assistant City Clerk



April 4, 2024

**QUOTE (valid for 30 Days)****Prepared For:**

Tracy Walker  
City of Bonifay  
32425 North Etheridge Street  
Bonifay, FL 32425

Date: 04/03/2024

Prepared by:  
Zell Reeves  
713-248-2157

zreeves@i3verticals.com

**uVisionPLUS UTILITY BILLING SOFTWARE AND SERVICES**

PRODUCT DESCRIPTION	UNITS	PRICE	EXT PRICE
<b>VisionPLUS (PRO) Utility Billing Software</b>	<b>1769</b>	<b>\$0.45</b>	<b>796.05\$/MTH</b>
Multi-level Security Controls		Included	Included
Cloud Data Hosting		Included	Included
Unlimited History & Notes		Included	Included
Activity Log Audit		Included	Included
Unlimited Billable Services/Rate Tables		Included	Included
Service Order Module		Included	Included
Security Deposit Module		Included	Included
Delinquent Processing Module		Included	Included
Cash Collections Module (Point of Sale & Receipting)		Included	Included
<b>Manage</b> Workforce Management Module		Included	Included
Annual Software Maintenance, Revisions & Rate Changes		Included	Included
<b>Implementation Services – One Time Up-Front</b>		<b>*Rolled In*</b>	<b>One Time Up-Front</b>
Conversion/Parallel Billing Audit		(\$2,500.00)	\$2,500.00
Training Remote (hourly, travel expense not included)	40 HRS	(\$4,000.00)	\$4,000.00
Configuration and Merchant Application Set-up		(\$750.00)	\$750.00
Integration with Meter Software – manual read		\$ 3,500.00	\$3,500.00
Integration with Accounting Software	1		Included
<b>UPFRONT 1 TIME INVESTMENT GRAND TOTAL</b>			<b>\$10,750.00</b>
<b>Additional Monthly Products &amp; Services - Optional</b>			<b>Optional</b>
Receipt Printer	If Needed	\$164.00	
Cash Drawer	If Needed	\$205.00	
Payment Bar Code Scanner	If Needed	\$212.50	
Bill Printing, stuffing and mailing Services (includes postage)	Per Item	\$0.85	
<b>Receivables</b> Electronic Lockbox Service	Per Item	\$0.25	
<b>Scan</b> Paper Lockbox Service	Per Item	\$0.25	
<b>Vision</b> Online e-Bill Presentment & Payment Portal/IVR	Per Item	0.20	<b>\$352.80 MTH</b>
Paperless Billing	Per Item	\$0.33	
<b>Manage</b> Workforce Management Mobile Application & Support	Per User (02) Per Month	\$50.00	
<b>Read – Mobile Meter Reading App</b>	Per Month	\$350.00	

\*TRANSACTION FEES ARE 3.5% OF PAYMENT AMOUNT FOR CREDIT CARD TRANSACTIONS AND \$1.00 FOR CHECK TRANSACTION. \*BILL PRINTING \$65.00 PER BILLING CYCLE CHARGED MONTHLY.


**ACCUFUND**

## Software Estimate

### Quote for City of Bonifay, FL

Monthly Online Standard Edition- Anywhere	Qty.	Monthly	Annual
AccuFund Anywhere Core- 5	5	\$470	\$5,640
Accounts Receivable	1	\$60	\$720
Requisitions	1	\$60	\$720
Purchase with Inventory	1	\$60	\$720
Budget & Forecast Module	1	\$60	\$720
Fixed Assets	1	\$60	\$720
Grant Module	1	\$60	\$720
Payroll Suite with HR	1	\$125	\$1,500
Employee Web Portal with Time Entry, Leave Request, Calendar Entry, Web Clock, Soft Clock, and Access Module	Block of up to 50 Employees	\$378	\$4,536
Fees, Taxes, Licenses	1	\$75	\$900
Permits & Inspections	1	\$75	\$900
Work Orders	1	\$60	\$720
Automations Workbench (needed to facilitate API with AVR UB)	1	\$75	\$900
<b>Total AccuFund Software Components</b>		<b>\$1,618</b>	<b>\$19,416</b>
AccuFund Maintenance, Enhancements & Support (Included)			\$0
<b>*Total Annual Software Cost</b>			<b>\$19,416</b>

**\*The online terms of service will be provided by AccuFund and are listed on the web website. All online services are billed on a quarterly basis. The initial billing will be for 3-6 months to prorate to the next full calendar quarter.**

# Implementation Estimate

## Quote for City of Bonifay, FL

Implementation Estimate	Hours	Estimated Cost
Implementation Planning	8	\$1,200
**Data Conversion/Imports (3 years of Trial		
Balance Data)	16	\$2,400
Setup & Training -Core & Account Receivable	30	\$4,500
Setup & Training Requisitions (payment approval workflows)	4	\$600
Setup & Training - Purchasing with Inventory	6	\$900
Setup & Training- Budgeting & Forecasting Module	6	\$900
Setup, Data Import, and Training Fixed Assets	6	\$900
Setup & Training Grants Module	4	\$600
Setup & Training Payroll Suite with HR (estimated 36 FTE)	30	\$4,500
Setup & Training Employee Web Portal with Time Entry, Leave Request, Calendar Entry, Web Clock, Soft Clock, and Access Module	10	\$1,500
Setup & Training Fees, Taxes, Licenses	12	\$1,800
Setup & Training Permits & Inspections	12	\$1,800
Setup & Training Work Orders	4	\$600
Setup Automations Workbench/API with AVR		
(costs waived)		\$0
<b>***Total Implementation Cost - Estimated</b>		<b>\$22,200</b>

**\*\*The data conversion estimate assumes that the client will assist in preparing the data for import in the templates provided by AccuFund. Variables such as data integrity, the number of years being imported, the complexity of the data mapping due to changes in the chart of accounts, and the amount of assistance with data preparation can greatly impact the time required to complete data conversion and import. The cost above is an approximate estimate based on preliminary information shared and is based on a rate of \$150 per hour. Actual cost may vary based on the final scope of work and the variables mentioned.**

**\*\*\*Please note this proposal is an estimate based on the initial needs analysis and is valid for 90 days. Implementation is not to exceed the above hours/cost unless a change order is agreed upon due to specific circumstances. During implementation, the client and AccuFund's professional services team will have access to the software to design, configure, and train users. During this period for a period of 90 days the subscription fees will be reduced by 50%.**

April 4, 2024

# The e5 Method

engage | explore | evaluate | educate | empower



## Mission & Vision

The Edmunds GovTech Professional Services team is focused on providing the best in class implementation consulting services. We accomplish this through effective engagement, exploration, evaluation, and education to empower our client's success. Our proprietary and customer-centric implementation process is focused on one thing: providing our customers with the most efficient, thorough, and engaging system implementation experience possible. At Edmunds GovTech, we strive for excellence so that we can empower our customers to do the same.

## Project Planning

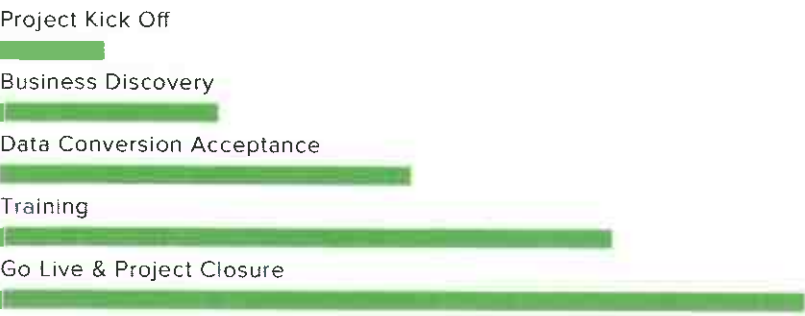
During the Project Planning phase, the entire project is reviewed, planned, and scheduled with the designated project manager. Our Project Management team discusses the overall implementation process, key milestones within the project life cycle, and establishes expectations for success from both the client's project team and the Edmunds GovTech's Professional Services team. Once all resources have been assigned, and the project plan is accepted, the Client Business Discovery phase can begin.

## Client Business Discovery

The Client Business Discovery phase begins with a project kick-off meeting that gathers all members of both the client and Edmunds GovTech's project teams. During this call, the Project Management team explains the overall implementation process, reviews the project plan, and answers any questions the team may have.

Following the kick-off meeting, our Implementation Consultants begin the Client Business Discovery session in collaboration with the client's subject matter experts. This phase establishes a strong foundation for the rest of the project's success by performing a detailed analysis and review of the client's processes, existing data, and critical business needs. Our expert consultants then outline the data conversion plan and how the system can be configured to meet the client's requirements. All necessary data files are obtained to complete this phase and begin the Data Conversion and Assurance process.

## Milestone Progress



## Implementation Phases

Customer Centric Success Approach



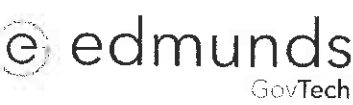
## Data Assurance

The Data Conversion and Assurance process involves a team of both technical and business experts that analyze and convert the client's data into their new system. Once the data has successfully been converted, a thorough and detailed assessment is performed by multiple team members to ensure its quality, accuracy, and business usability in the new system. Following the review of converted data with the client's team, the Data Conversion and Assurance process is marked complete when stakeholder acceptance is received, setting the stage for a successful client go-live.

## Training

The Training phase is a unique step within the implementation process because it takes place throughout the project's life cycle. Edmunds GovTech is dedicated to providing our clients with the best training resources possible by utilizing multiple delivery methods, including remote, in-person, and web training. The goal of this phase is to empower our clients to become self-sufficient when using the system to support their business needs. This training is accomplished through online webinars, and the distribution of support materials, product documentation, and how-to guides. In addition to the end-user training offered during the implementation process, Edmunds GovTech also provides additional educational materials, webinars, seminars, and annual user group conferences to ensure continued success.





Customer:	Bonifay City	Sales Order	
Customer Address:	301 J. Harvey Etheridge Street Bonifay, FL 32425	Order #:	00008697
Customer County:	Holmes	Sales Order Date:	August 26, 2024
Customer Admin Contact:	Tracy Walker	Effective Date:	Date of customer signature below
Customer Admin Phone:	850-547-4238	New/Add-On:	New Logo Core
Customer Admin Email:	tracy.walker@cityofbonifay.com	Sales Rep:	Darrin Love

Investment Summary

Hardware	\$2,255.00
Hardware Maintenance	\$0.00
Year 1 Investment:	\$2,255.00

Summary Notes

All Hardware Fees: 100% will be due upon receipt of the invoice. All invoices are payable with Net 30 terms

Hardware Maintenance	Amount
Epson TM-H6000V-032 Maintenance	\$0.00
Zebra-DS9308 Bar Code Scanner Maintenance	\$0.00
Annual Fees:	\$0.00

Hardware	Amount
Epson TM-H6000V-032 - Receipt Printer, Qty 1	\$1,025.00
Ingenico DX8000 - Chip Card Reader, Qty 1 Include Counter Mount	\$750.00
Zebra-DS9308 Bar Code Scanner, Qty 1	\$480.00

Hardware	Amount
One-Time Fees:	\$2,255.00

Sales Order Notes



Please return executed Sales Orders via  
DocuSign or Email to:  
**Edmunds GovTech, Inc.**  
Email: [SalesOrders@EdmundsGovTech.com](mailto:SalesOrders@EdmundsGovTech.com)  
P: 888.336.6999 | F: 609.645.3111  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)  
**Sales Order #: 00008697**

THE UNDERSIGNED IS AUTHORIZED TO EXECUTE THIS SALES ORDER ON BEHALF OF CUSTOMER AND ACKNOWLEDGES AND AGREES ON BEHALF OF CUSTOMER THAT (A) ALL SERVICES SET FORTH IN THIS SALES ORDER ARE SUBJECT TO AND GOVERNED BY THE EDMUNDS GOVTECH, INC. SERVICE TERMS AND CONDITIONS AVAILABLE AT THE FOLLOWING URL: <https://go.edmundsgovtech.com/terms> (THE SERVICE TERMS), WHICH ARE INCORPORATED INTO THIS SALES ORDER, AND (B) THIS SALES ORDER, INCLUDING THE SERVICE TERMS, IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN EDMUNDS GOVTECH (OR OUR AFFILIATE PROVIDING THE SERVICES DESCRIBED HEREIN) AND CUSTOMER CONCERNING THE SUBJECT MATTER HEREOF AND SUPERSEDES ANY PRIOR OR CONTEMPORANEOUS TERMS AND CONDITIONS, INCLUDING ANY PURCHASE ORDER CUSTOMER MAY PROVIDE OR ANY PRIOR COURSE OF DEALING OR USAGE OF TRADE, AND SUCH ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS SHALL HAVE NO FORCE OR EFFECT.

EDMUNDS GOVTECH, INC.

Bonifay City

By: Darrin Love  
Darrin Love  
Regional Sales Director

Date: 08/26/2024

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Tracy Walker  
Finance Director/Assistant City Clerk







**Customer:** Bonifay City

**Customer Address:** 301 J. Harvey Etheridge Street  
Bonifay, FL 32425

**Customer County:** Holmes

**Customer Admin Contact:** Tracy Walker

**Customer Admin Phone:** 850-547-4238

**Customer Admin Email:** tracy.walker@cityofbonifay.com

**Sales Order**

**Order #:** 00008642

**Sales Order Date:** August 26, 2024

**Effective Date:** Date of customer signature below

**New/Add-On:** New Logo Core

**Sales Rep:** Darrin Love

**Investment Summary**

Software Services - Subscription	\$35,200.00
Hosting Services	\$3,500.00
Professional Services - Implementation	\$26,750.00
Professional Services	\$2,000.00
Conversion Services	\$19,500.00
<b>Year 1 Investment:</b>	<b>\$86,950.00</b>

**Summary Notes**

**One-time Implementation Fees:** 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

**One-time Data Conversion Fees:** 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

**One-time Training/Services Fees:** 100% will be due upon receipt of the invoice.

**Hosting Services Fees:** 100% will be invoiced on the Effective Date for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to each anniversary of the Effective Date.

**Annual Subscription Fees:** 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - Subscription	Amount
AR & Business Licensing - 5 Year	\$2,000.00
Employee Self-Service - 5 Year	\$2,500.00
Finance Super Suite - 5 Year	\$4,000.00
GIS Link - 5 Year	\$1,000.00
Human Resources - 5 Year	\$3,000.00
Online Bill Pay (WIPP) - AR - 5 Year	\$900.00
Online Bill Pay (WIPP) - Utility - 5 Year	\$1,000.00
Online Permit Application - 5 Year	\$1,500.00
Online Service Applications - 5 Year	\$1,500.00
Payroll - 5 Year	\$3,000.00
Permitting & Code Enforcement - 5 Year	\$5,000.00
Positive Pay Connector - 5 Year	\$800.00
Resident Self-Service - 5 Year	\$2,000.00
Utility Billing & Collections - 5 Year	\$5,000.00
Work Orders - 5 Year	\$2,000.00

Annual Fees:\$35,200.00

Hosting Services	Amount
Hosting (Level I)	\$3,500.00

Annual Fees:\$3,500.00

Professional Services - Implementation	Amount
Employee Self-Service Implementation	\$1,000.00
Online Bill Pay (WIPP) - Implementation	\$1,000.00
Online Permit Application Implementation	\$1,000.00
Resident Self-Service Implementation	\$750.00

Professional Services - Implementation	Amount
Standard AR/Business Licensing Implementation	\$3,000.00
Standard Finance Implementation	\$5,000.00
Standard Permitting Implementation	\$5,000.00
Standard Personnel Implementation	\$4,000.00
Standard Utility Implementation	\$5,000.00
Work Orders Implementation	\$1,000.00

One-Time Fees:\$26,750.00

Professional Services	Amount
Professional Services - GIS Link Implementation	\$1,000.00
Professional Services - Online Service Applications Implementation	\$1,000.00

One-Time Fees:\$2,000.00

Conversion Services	Amount
Accounts Receivable – Advanced Conversion	\$4,500.00
- Customer account and demographic information	
- Business license records for current and prior year	
- All open invoices and delinquent balances	
- Invoice billing & payment history for 1 year (open or closed)	
Finance - Base Conversion	\$3,000.00
Chart of Accounts	
Summary Account Financial Information for 3 years + current fiscal year budgets	
- Opening/Ending Balances	
- Summarized Year to Date Activity	
- Vendor Master Information	
- Current Calendar Year 1099 Payment Totals	
- Fixed Asset Master Information	
Payroll - Base Conversion	\$3,000.00
- Employee Master Information	
- Current Year Check History	

Conversion Services	Amount
<div><div>- Gross Pay</div><div>- Detailed Deductions</div><div>- Detailed Taxes</div><div>- Net Pay</div><div>- Leave Time Balances</div></div>	
Permitting - Base Conversion	\$3,000.00
<div><div>- Parcel Master Information</div><div>- Permit History for 1 year + current based on permit issue date</div><div>- Inspection History Information for Converted Permits</div><div>- Contractor Master Information</div><div>- Permit Fee History</div></div>	
Utility Billing - Advanced Conversion	\$6,000.00
<div><div>- Current Customer Master Account and Bill to Information</div><div>- Meter Master Information</div><div>- Current Billing Configuration (Services, cycles, rates, etc.)</div><div>- Current Open Balance Information for Active and Inactive Accounts (Open balances by service, Penalty, Interest, Deposits, etc.)</div><div>- Minimum required consumption information needed to calculate next cycle billing by service</div><div>- Meter Reading History Information for 3 years + current based on reading date</div><div>- Billing and Payment Transaction History for 3 years + current based on transaction date</div><div>- Backflow Master Account Information</div><div>- Backflow Inspector Master Information</div><div>- Backflow Inspection History for 3 years + current based on inspection date</div></div>	
	One-Time Fees: \$19,500.00

Initial term of the Software Services are a 60 month subscription, commencing 90 days after the Effective Date.

Software Services - Subscription Notes	Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.
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The initial Hosting Services Term shall be 60 months commencing on the Effective Date.

Hosting Services Notes	The Hosting Services Terms shall renew automatically for 12-month renewal terms at then-current applicable Fees unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.
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**Professional Services - Notes** Includes all standard implementations listed under "Professional Services - Implementation".

**Professional Services - Notes** Includes all standard implementations listed under "Professional Services - Implementation".

**Sales Order Notes**

- Discovery and system demonstrations have been held.
- Live, remote implementation & training.
- Onsite available upon request with travel expenses.
- Quoted data conversion scope of work based on typical projects.
- Alternate conversions available upon request and priced accordingly.
- Any post signature acceptance project requests are subject to added costs.
- System live dates determined by EGT project management staff.
- Estimated systems go live time frame 12 months for initial phase.
- ERP project may require multiple phases and extend beyond 12 months.



Please return executed Sales Orders via  
DocuSign or Email to:  
**Edmunds GovTech, Inc.**  
Email: [SalesOrders@EdmundsGovTech.com](mailto:SalesOrders@EdmundsGovTech.com)  
P: 888.336.6999 | F: 609.645.3111  
[www.EdmundsGovTech.com](http://www.EdmundsGovTech.com)  
**Sales Order #: 00008642**

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EDMUNDS GOVTECH, INC.

Bonifay City

By: _____	Date: _____	By: _____	Date: _____
Darrin Love		Tracy Walker	
Regional Sales Director		Finance Director/Assistant City Clerk	





Bonifay City Payment Schedule

Prepared by: Darrin Love, Regional Sales Director  
Proposal Date: 08/26/2024

Year 1 Investment	Amount Due
Subscription Fees (100%)	\$35,200.00
Service Fees (50%)	\$1,000.00
Implementation Fees (50%)	\$13,375.00
Hosting Fees (100%)	\$3,500.00
Conversion Fees (50%)	\$9,750.00
Upon Contract Execution: Payment 1	\$62,825.00
Service Fees (25%)	\$500.00
Implementation Fees (25%)	\$6,687.50
Conversion Fees (25%)	\$4,875.00
60 Days After Contract Execution: Payment 2	\$12,062.50
Service Fees (25%)	\$500.00
Implementation Fees (25%)	\$6,687.50
Conversion Fees (25%)	\$4,875.00
60 Days After Go-Live: Payment 3	\$12,062.50
Total Year 1 Investment	\$86,950.00
Year 2-5 Investment	Amount Due
Subscription Fees (100%)	\$35,200.00
Hosting Fees (100%)	\$3,500.00
Annual Payment	\$38,700.00





## RESOLUTION NO. 2024-36

A RESOLUTION OF THE CITY OF BONIFAY CITY COUNCIL, BONIFAY, FLORIDA, APPROVING AN APPLICATION FOR A STATE OF FLORIDA, RURAL INFRASTRUCTURE FUND (RIF) GRANT FOR THE CONSTRUCTION OF A COMMERCIAL BUILDING IN THE DOWNTOWN CORRIDOR TO SPUR ECONOMIC DEVELOPMENT, PROVIDING AN EFFECTIVE DATE

**WHEREAS**, the City of Bonifay recognizes the need to enhance and revitalize its downtown area to stimulate economic growth, attract businesses, and improve the overall appearance and functionality of the area; and

**WHEREAS**, the City of Bonifay has identified two side-by-side, city-owned vacant lots in the downtown area as a prime location for new commercial construction to support business activities; and

**WHEREAS**, the proposed construction project includes essential improvements such as site preparation, foundation work, building construction, parking lot development, and utility installations to accommodate commercial use; and

**WHEREAS**, the City Council deems it in the best interest of the City of Bonifay to seek financial assistance through a grant to fund the proposed construction project; and

**WHEREAS**, the grant funding will significantly contribute to the revitalization of the downtown area, support local businesses, and enhance the economic development of the community; and

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

1. **Authorization for Grant Application:** The City Council hereby authorizes the submission of a grant application to fund the construction of a new commercial building on two side-by-side vacant lots located in the downtown area, which includes site preparation, foundation work, building construction, parking lot development, and utility installations.
2. **Project Implementation:** Upon receipt of grant funds, the City Council directs the City Clerk to proceed with the project implementation in accordance with the grant requirements and the construction plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF BONIFAY, FLORIDA, that the submission of the RIF application for the proposed construction project and the associated signature authority are hereby approved.**

**CITY OF BONIFAY**

**BY:**\_\_\_\_\_  
Larry Cook, Mayor

I, Rickey Callahan, Clerk for the City of Bonifay, Florida, do hereby certify that the foregoing is a true and correct copy of the resolution adopted by the CITY OF BONIFAY CITY COUNCIL at its meeting held on the 2nd day of September, 2024.

**IN TESTIMONY WHEREOF, I subscribe my name below hereto officially as the Clerk for the CITY OF BONIFAY, Florida this 2<sup>nd</sup> day of September 2024.**

\_\_\_\_\_  
Rickey Callahan, City Clerk  
CITY OF BONIFAY