



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, DECEMBER 15, 2025 at 6:00 PM

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

I. CALL TO ORDER

A. Invocation

B. Pledge of Allegiance

II. APPROVE AGENDA

III. APPROVE MINUTES

[A.](#) Decemeber 1st, 2025

IV. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

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

V. PLANNING & ENGINEERING

[A.](#) Stormwater Park Closeout Documents

[B.](#) Southside Drainage Biweekly Update

VI. OLD BUSINESS

[A.](#) Rec Center Agreement Melvin Engineering

[B.](#) Rec Center Agreement Jon Holloway

VII. NEW BUSINESS

[A.](#) Resolution 2025-12 SB 784

B. Vulnerability Assessment Grant

[C.](#) 2026 Tentative Meeting Date

VIII. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

C. Employee Spotlight

IX. ADJOURN

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



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, DECEMBER 01, 2025 at 9:00 AM

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

I. CALL TO ORDER

Meeting called to order by Mayor Cook.

A. Invocation

Invocation led by Reverend Ryan Martin.

B. Pledge of Allegiance

Pledge of Allegiance led by Reverend Ryan Martin.

II. APPROVE AGENDA

Motion to approve the agenda.

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

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

III. APPROVE MINUTES

Motion made to approve the November 17th, 2025 minutes.

Motion made by Council Member Crews, Seconded by Council Member Carroll.

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

A. November 17th, 2025

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

Motion to approve accounts payable.

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

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

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

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Richard Willsey, Happy Hollow Road, stated he glad we had the ribbon cutting for the stormwater park. He once again stated his desires for the retention pond on the other side of Middlebrooks park to be cleaned up. He stated it is a rodent, reptile, eye sore, and public safety issue. He also said it was nice that the mayor has so much concern for public safety. Willsey asked how many snakes are in the pond and how many rodents are investing homes. He said it is nice to see the Mayor pay attention to him, then Willsey said he was blocking out everything being said, and Willsey stated he could tell by "the expression on your face".

VI. PLANNING & ENGINEERING

None

VII. OLD BUSINESS

None

VIII. NEW BUSINESS

None

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

Councilman Crews stated he received a thank you from the residents around Hamlin Street for the road repairs.

B. Department Updates

None

C. Employee Spotlight

None

X. ADJOURN

Motion to adjourn.

Motion made by Council Member Crews, Seconded by Council Member Carroll.

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

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.

CHANGE ORDER NO. 02

Owner:	City of Bonifay	Owner's Project No.:	23FRP18
Engineer:	David H. Melvin, Inc.	Engineer's Project No.:	BON23RE
Contractor:	ECSC, LLC	Contractor's Project No.:	
Project:	City of Bonifay Resilient Stormwater Park		
Contract Name:	City of Bonifay Resilient Stormwater Park		
Date Issued:	12/15/2025	Effective Date of Change Order:	Upon Execution

The Contract is modified as follows upon execution of this Change Order:

Description:

Removal of remaining \$101,869.17 in the project contingency as the project is completed and adds 17 days to the Ready for Final Payment date for the final completion date of 12/05/2025.

Attachments:

None

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>1,988,938.94</u>	Original Contract Times: Substantial Completion: <u>210</u> Ready for final payment: <u>240</u>
Decrease from Original to Change Order 01: \$ <u>(53,048.55)</u>	No Change from Original to Change Order 01 Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>1,935,890.39</u>	Contract Times prior to this Change Order: Substantial Completion: <u>210</u> Ready for final payment: <u>240</u>
Decrease this Change Order: \$ <u>(101,869.17)</u>	Increase for Change Order: Substantial Completion: <u>0</u> Ready for final payment: <u>17</u>
Contract Price incorporating this Change Order: \$ <u>1,834,021.22</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>210</u> Ready for final payment: <u>257 (12/5/25)</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
Title: _____
Date: _____

Authorized by Owner

Approved by Funding Agency (if applicable)

By: _____
Title: _____
Date: _____



Contractor's Application for Payment No. 9 - FINAL

Application Period: 11/25/25 - 12/05/25		Application Date: 12/8/2025
To (Owner): City of Bonifay	From (Contractor): ECSC LLC	Via (Engineer): Melvin Engineering
Project: Resilient Stormwater Park	Contract: Resilient Stormwater Park	
Owner's Contract No.: 23FRP18	Contractor's Project No.:	Engineer's Project No.: BON23RE

**Application For Payment
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$233,299.01	-\$286,347.56
Contingency Reconciliation		-\$101,869.17
TOTALS	\$233,299.01	-\$388,216.73
NET CHANGE BY CHANGE ORDERS	-\$154,917.72	

1. ORIGINAL CONTRACT PRICE.....	\$	<u>\$1,988,938.94</u>
2. Net change by Change Orders.....	\$	<u>-\$154,917.72</u>
3. Current Contract Price (Line 1 ± 2).....	\$	<u>\$1,834,021.22</u>
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	<u>\$1,834,021.22</u>
5. RETAINAGE:		
a. X <u>\$1,834,021.22</u> Work Completed.....	\$	_____
b. X _____ Stored Material.....	\$	_____
c. Total Retainage (Line 5.a + Line 5.b).....	\$	_____
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	<u>\$1,834,021.22</u>
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	<u>\$1,742,320.16</u>
8. AMOUNT DUE THIS APPLICATION.....	\$	<u>\$91,701.06</u>
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	_____

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
 (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature: 
 By: Adam Albritton Date: 12/8/25 12/8/2025

Payment of: \$ \$91,701.06
 (Line 8 or other - attach explanation of the other amount)

is recommended by: Brent Melvin 12/12/2025
 (Engineer) (Date)

Payment of: \$ \$91,701.06
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Date)
 Funding or Financing Entity (if applicable)

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Bonifay Resilient Stormwater Park						Application Number: 9 - FINAL					
Application Period: 11/25/25 - 12/05/25						Application Date: 12/8/2025					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
Section A: Drainage & Roadway Components											
101-1	Mobilization (Max 5%)	LS	1	\$ 67,954.25	\$ 67,954.25	1.00	\$67,954.25		\$67,954.25	100.0%	\$ -
102-1	Maintenance of Traffic	LS	1	\$ 30,986.72	\$ 30,986.72	1.00	\$30,986.72		\$30,986.72	100.0%	\$ -
104-10-3	Sediment Barrier	LF	578	\$ 7.21	\$ 4,167.38	578.00	\$4,167.38		\$4,167.38	100.0%	\$ -
104-15	Soil Tracking Prevention Device	EA	1	\$ 4,645.64	\$ 4,645.64	1.00	\$4,645.64		\$4,645.64	100.0%	\$ -
110-1-1	Clearing, Grubbing, & Demolition (Incl below:)	AC	2.06	\$ 17,817.50	\$ 36,704.05	2.06	\$36,704.05		\$36,704.05	100.0%	\$ -
	<i>Removal of Ex. 7.0'x5.0' CBC and Wing Walls</i>	EA	1								
	<i>Removal of Ex. 48" Culvert</i>	LF	243								
	<i>Removal of Ex. Guardrail</i>	LF	289								
	<i>Removal of Asphalt Pavement</i>	SY	914.4								
	<i>Tree Removal</i>	EA	6								
110-4-10	Removal of Existing Concrete	SY	494	\$ 21.57	\$ 10,655.58	494.00	\$10,655.58		\$10,655.58	100.0%	\$ -
120-1	Regular Excavation	CY	3521	\$ 21.64	\$ 76,194.44	3521.00	\$76,194.44		\$76,194.44	100.0%	\$ -
120-4	Subsoil Excavation (Any additional subsoil excavation onsite, a	CY	115	\$ 86.58	\$ 9,956.70	115.00	\$9,956.70		\$9,956.70	100.0%	\$ -
327-70-6	Milling Ex. Asphalt Pavement, 1.5" Avg. Depth	SY	986	\$ 7.75	\$ 7,641.50	986.00	\$7,641.50		\$7,641.50	100.0%	\$ -
160-4	Type B Stabilization (LBR 40)	SY	885	\$ 10.31	\$ 9,124.35	885.00	\$9,124.35		\$9,124.35	100.0%	\$ -
285-706	Optional Base Group 06	SY	885	\$ 29.68	\$ 26,266.80	885.00	\$26,266.80		\$26,266.80	100.0%	\$ -
334-1-25	SP Asphaltic Concrete, Traffic B, PG76-22	TN	179	\$ 344.87	\$ 61,731.73	179.00	\$61,731.73		\$61,731.73	100.0%	\$ -
400-4-1	Concrete Calss IV, Culvert	CY	71	\$ 3,673.71	\$ 260,833.41	71.00	\$260,833.41		\$260,833.41	100.0%	\$ -
415-1-1	Reinforcing Steel, Roadway	LBS	9736	\$ 1.33	\$ 12,948.88	9736.00	\$12,948.88		\$12,948.88	100.0%	\$ -
425-1-201	Inlets, Curb, Type 9, <10'	EA	1	\$ 7,154.24	\$ 7,154.24	1.00	\$7,154.24		\$7,154.24	100.0%	\$ -
425-1-581	Inlets, DT Bot, Type H, <10'	EA	1	\$ 11,298.11	\$ 11,298.11	1.00	\$11,298.11		\$11,298.11	100.0%	\$ -
430-175-118	Pipe Culvet, Opt Mat, Round, 18" S/SD	LF	127	\$ 99.40	\$ 12,623.80	127.00	\$12,623.80		\$12,623.80	100.0%	\$ -
430-175-160	Pipe Culvet, RCP, Round, 60" S/SD	LF	220	\$ 724.86	\$ 159,469.20	220.00	\$159,469.20		\$159,469.20	100.0%	\$ -
430-175-160	Pipe Culvet, Opt Mat, Round, 60" S/SD	LF	95	\$ 345.08	\$ 32,782.60	95.00	\$32,782.60		\$32,782.60	100.0%	\$ -
430-560-200	Straight Concrete Endwall, Double, 60"	EA	1	\$ 44,685.96	\$ 44,685.96	1.00	\$44,685.96		\$44,685.96	100.0%	\$ -
430-982-143	Mitered End Section, Optional Round, 60" CD	EA	3	\$ 2,756.07	\$ 8,268.21	3.00	\$8,268.21		\$8,268.21	100.0%	\$ -
520-1-10	Concrete Curb & Gutter, Type F	LF	655	\$ 38.23	\$ 25,040.65	655.00	\$25,040.65		\$25,040.65	100.0%	\$ -
524-1-49	Concrete Ditch Pavement, 6" Reinforced	SY	156	\$ 126.31	\$ 19,704.36	156.00	\$19,704.36		\$19,704.36	100.0%	\$ -
530-3-3	Riprap Rubble, Bank and Shore	TN	995	\$ 123.56	\$ 122,942.20	995.00	\$122,942.20		\$122,942.20	100.0%	\$ -
530-3-4	Riprap Rubble, Ditch Lining	TN	68	\$ 143.67	\$ 9,769.56	68.00	\$9,769.56		\$9,769.56	100.0%	\$ -
530-74	Bedding Stone	TN	178	\$ 130.50	\$ 23,229.00	178.00	\$23,229.00		\$23,229.00	100.0%	\$ -
536-1-0	Guardrail, Roadway, TL-2	LF	140	\$ 38.86	\$ 5,440.40	140.00	\$5,440.40		\$5,440.40	100.0%	\$ -
536-7-2	Special G.R. Post, Special Steel Post	EA	4	\$ 700.83	\$ 2,803.32	4.00	\$2,803.32		\$2,803.32	100.0%	\$ -
536-85-20	Guardrail End Treatment, TA	EA	2	\$ 2,357.32	\$ 4,714.64	2.00	\$4,714.64		\$4,714.64	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Bonifay Resilient Stormwater Park						Application Number: 9 - FINAL					
Application Period: 11/25/25 - 12/05/25						Application Date: 12/8/2025					
A					B	C	D	E	F		
Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
536-85-24	Guardrail End Treatment, PAT	EA	2	\$ 4,778.36	\$ 9,556.72	2.00	\$9,556.72		\$9,556.72	100.0%	\$ -
700-1-11	Single Post Sign, F&I Ground Mount, >12 SF	EA	7	\$ 588.88	\$ 4,122.16	7.00	\$4,122.16		\$4,122.16	100.0%	\$ -
711-11-123	Thermo, Std, White, Solid, 12"	LF	54	\$ 9.56	\$ 516.24	54.00	\$516.24		\$516.24	100.0%	\$ -
711-11-125	Thermo, Std, White, Solid, 24"	LF	85	\$ 17.20	\$ 1,462.00	85.00	\$1,462.00		\$1,462.00	100.0%	\$ -
Section B: Utility Components											
1050-16-321	Utility Pipe, Remove and Dispose, 0" - 1.9"	LF	133	\$ 16.03	\$ 2,131.99	133.00	\$2,131.99		\$2,131.99	100.0%	\$ -
1050-18-222	Utility Pipe, Plug, 2 - 4.9"	LF	53	\$ 13.41	\$ 710.73	53.00	\$710.73		\$710.73	100.0%	\$ -
1050-42-202	Utility Pipe, HDPE Service Line, F&I, 2"	LF	500	\$ 12.24	\$ 6,120.00	500.00	\$6,120.00		\$6,120.00	100.0%	\$ -
1080-22-102	Utility Fixture, Backflow Assembly, F&I, 2"	EA	1	\$ 7,510.33	\$ 7,510.33	1.00	\$7,510.33		\$7,510.33	100.0%	\$ -
1080-21-101	Utility Fixture, Meter Box, F&I, 1.5"	EA	1	\$ 2,051.51	\$ 2,051.51	1.00	\$2,051.51		\$2,051.51	100.0%	\$ -
1080-23-101	Utility Fixture, 2" Tapping Saddle & Corp Stop	EA	1	\$ 4,819.61	\$ 4,819.61	1.00	\$4,819.61		\$4,819.61	100.0%	\$ -
1080-32-101	Utility Fixture, Sampling Point (Bact.)	EA	2	\$ 1,109.19	\$ 2,218.38	2.00	\$2,218.38		\$2,218.38	100.0%	\$ -
1080-24-102	Utility Fixture, Valve Assembly, 2"	EA	1	\$ 1,818.14	\$ 1,818.14	1.00	\$1,818.14		\$1,818.14	100.0%	\$ -
1080-B001	Utility Fixture, 3/4" x 2" Reducer	EA	1	\$ 1,041.56	\$ 1,041.56	1.00	\$1,041.56		\$1,041.56	100.0%	\$ -
1080-B002	Utility Fixture, 3/4", 90° Bend	EA	1	\$ 806.05	\$ 806.05	1.00	\$806.05		\$806.05	100.0%	\$ -
1080-B003	Utility Fixture, Cap, 2"	EA	2	\$ 133.18	\$ 266.36	2.00	\$266.36		\$266.36	100.0%	\$ -
1080-B004	Utility Fixture, Cap, 4"	EA	1	\$ 469.32	\$ 469.32	1.00	\$469.32		\$469.32	100.0%	\$ -
1080-B005	Remove Existing Electrical Service Poles	LS	1	\$ 2,536.77	\$ 2,536.77	1.00	\$2,536.77		\$2,536.77	100.0%	\$ -
Section C: Hardscape Components											
C001	Concrete Sidewalk and Driveways, 4" Thick	SY	842	\$ 87.19	\$ 73,413.98	842.00	\$73,413.98		\$73,413.98	100.0%	\$ -
C002	Aluminum Handrail, Powder Coated, Black	LF	110	\$ 157.19	\$ 17,290.90	110.00	\$17,290.90		\$17,290.90	100.0%	\$ -
C003	Park Signage	EA	1	\$ 29,561.53	\$ 29,561.53	1.00	\$29,561.53		\$29,561.53	100.0%	\$ -
C004	Benches	EA	6	\$ 2,997.08	\$ 17,982.48	6.00	\$17,982.48		\$17,982.48	100.0%	\$ -
C005	Picnic Table	EA	1	\$ 5,182.16	\$ 5,182.16	1.00	\$5,182.16		\$5,182.16	100.0%	\$ -
C006	Trash Receptacle	EA	3	\$ 3,253.39	\$ 9,760.17	3.00	\$9,760.17		\$9,760.17	100.0%	\$ -
C007	Pet Station	EA	2	\$ 889.70	\$ 1,779.40	2.00	\$1,779.40		\$1,779.40	100.0%	\$ -
C008	Shade Structure (Incl. Structure Design)	EA	1	\$ 13,270.71	\$ 13,270.71	1.00	\$13,270.71		\$13,270.71	100.0%	\$ -
C009	Flagpole	EA	1	\$ 8,393.85	\$ 8,393.85	1.00	\$8,393.85		\$8,393.85	100.0%	\$ -
C010	Electrical Service	EA	1	\$ 63,348.50	\$ 63,348.50	1.00	\$63,348.50		\$63,348.50	100.0%	\$ -
C011	Area Lights	EA	16	\$ 9,394.56	\$ 150,312.96	16.00	\$150,312.96		\$150,312.96	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Bonifay Resilient Stormwater Park						Application Number: 9 - FINAL					
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Bid Item No.	Item Description	Contract Information			Total Value of Item (\$)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price							
C012	Sign Lights	EA	2	\$ 25,052.15	\$ 50,104.30	2.00	\$50,104.30		\$50,104.30	100.0%	\$ -
C013	Floating Fountain	EA	1	\$ 47,599.08	\$ 47,599.08	1.00	\$47,599.08		\$47,599.08	100.0%	\$ -
C014	Permit Allowance	EA	1	\$ 8,267.21	\$ 8,267.21	1.00	\$8,267.21		\$8,267.21	100.0%	\$ -
Section D: Landscaping Components											
D001	Landscape, Furnish and Install, Complete	EA	1	\$ 107,045.97	\$ 107,045.97	1.00	\$107,045.97		\$107,045.97	100.0%	\$ -
D002	Irrigation, Furnish and Install, Complete	EA	1	\$ 27,730.19	\$ 27,730.19	1.00	\$27,730.19		\$27,730.19	100.0%	\$ -
	Contingency - Amount Remaining	LS	1	\$ 101,869.17	\$ 101,869.17	1.00	\$101,869.17		\$101,869.17	100.0%	\$ -
WCD#1	Work Change Directive #1	LS	1	\$ 27,065.56	\$ 27,065.56	1.00	\$27,065.56		\$27,065.56	100.0%	\$ -
WCD#2	Work Change Directive #2	LS	1	\$ 28,323.02	\$ 28,323.02	1.00	\$28,323.02		\$28,323.02	100.0%	\$ -
WCD#3	Work Change Directive #3	LS	1	\$ 8,794.54	\$ 8,794.54	1.00	\$8,794.54		\$8,794.54	100.0%	\$ -
WCD#4	Work Change Directive #4	LS	1	\$ 33,947.71	\$ 33,947.71	1.00	\$33,947.71		\$33,947.71	100.0%	\$ -
Balance	Contingency Reconciliation	LS	1	\$ (101,869.17)	\$ (101,869.17)	1.00	-\$101,869.17		-\$101,869.17	100.0%	\$ -
Change Order #1											
Section A: Drainage & Roadway Components											
110-4-10	Removal of Existing Concrete	SY	42	\$ 21.57	\$ 905.94	42.00	\$905.94		\$905.94	100.0%	\$ -
110-4-10A	Removal of Existing Concrete Curb	LF	703	\$ 3.00	\$ 2,109.00	703.00	\$2,109.00		\$2,109.00	100.0%	\$ -
120-1	Regular Excavation	CY	2,672	\$ 21.64	\$ 57,822.08	2672.00	\$57,822.08		\$57,822.08	100.0%	\$ -
120-6	Borrow Excavation, Truck Measure	CY	1000	\$ 15.50	\$ 15,500.00	1000.00	\$15,500.00		\$15,500.00	100.0%	\$ -
327-70-6	Milling Ex. Asphalt Pvmnt, 1.5" Avg. Depth	SY	1659	\$ 7.75	\$ 12,857.25	1659.00	\$12,857.25		\$12,857.25	100.0%	\$ -
334-1-25	SP Asphaltic Concrete, Traffic B, PG76-22	TN	137	\$ 344.87	\$ 47,247.19	137.00	\$47,247.19		\$47,247.19	100.0%	\$ -
530-3-3	Riprap Rubble, Bank and Shore	TN	681	\$ 123.56	\$ 84,144.36	681.00	\$84,144.36		\$84,144.36	100.0%	\$ -
530-3-4	Riprap Rubble, Ditch Lining	TN	63	\$ 143.67	\$ 9,051.21	63.00	\$9,051.21		\$9,051.21	100.0%	\$ -
Section C: Hardscape Components											
C001	Concrete Sidewalk and Driveways, 4" Thick	SY	42	\$ 87.19	\$ 3,661.98	42.00	\$3,661.98		\$3,661.98	100.0%	\$ -
C003	Park Signage	EA	-1	\$ 29,561.53	\$ (29,561.53)	-1.00	-\$29,561.53		-\$29,561.53	100.0%	\$ -
C004	Benches	EA	-6	\$ 2,997.08	\$ (17,982.48)	-6.00	-\$17,982.48		-\$17,982.48	100.0%	\$ -

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract): City of Bonifay Resilient Stormwater Park							Application Number: 9 - FINAL				
Application Period: 11/25/25 - 12/05/25							Application Date: 12/8/2025				
A						B	C	D	E	F	
Item			Contract Information			Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
C005	Picnic Table	EA	-1	\$ 5,182.16	\$ (5,182.16)	-1.00	-\$5,182.16		-\$5,182.16	100.0%	\$ -
C006	Trash Receptacle	EA	-3	\$ 3,253.39	\$ (9,760.17)	-3.00	-\$9,760.17		-\$9,760.17	100.0%	\$ -
C007	Pet Station	EA	-2	\$ 889.70	\$ (1,779.40)	-2.00	-\$1,779.40		-\$1,779.40	100.0%	\$ -
C008	Shade Structure (Incl. Structure Design)	EA	-1	\$ 13,270.71	\$ (13,270.71)	-1.00	-\$13,270.71		-\$13,270.71	100.0%	\$ -
C009	Flagpole	EA	-1	\$ 8,393.85	\$ (8,393.85)	-1.00	-\$8,393.85		-\$8,393.85	100.0%	\$ -
C011	Area Lights	EA	-16	\$ 9,394.56	\$ (150,312.96)	-16.00	-\$150,312.96		-\$150,312.96	100.0%	\$ -
C012	Sign Lights	EA	-2	\$ 25,052.15	\$ (50,104.30)	-2.00	-\$50,104.30		-\$50,104.30	100.0%	\$ -
					\$1,834,021.22		\$1,834,021.22		\$1,834,021.22	100.0%	

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner:	City of Bonifay	Owner's Project No.:	23FRP18
Engineer:	David H. Melvin, Inc.	Engineer's Project No.:	BON23RE
Contractor:	ECSC, LLC	Contractor's Project No.:	
Project:	City of Bonifay Resilient Stormwater Park		
Contract Name:	City of Bonifay Resilient Stormwater Park		

This Preliminary Final Certificate of Substantial Completion applies to:

All Work The following specified portions of the Work:

Date of Substantial Completion: **11/18/2025**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: None As follows:

Amendments to Contractor's Responsibilities: None As follows:

The following documents are attached to and made a part of this Certificate:

None

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Engineer

By (signature): 
Name (printed): Brent Melvin, P.E.
Title: Project Manager/Engineer of Record

Owner

By (signature): _____
Name (printed): Larry Cook
Title: Mayor, City of Bonifay

Contractor

By (signature): _____
Name (printed): _____
Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner:	City of Bonifay	Owner's Project No.:	23FRP18
Engineer:	David H. Melvin, Inc.	Engineer's Project No.:	BON23RE
Contractor:	ECSC, LLC	Contractor's Project No.:	
Project:	City of Bonifay Resilient Stormwater Park		
Contract Name:	City of Bonifay Resilient Stormwater Park		
Notice Date:	12/05/2025	Effective Date of the Construction Contract:	02/26/2025

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **08/05/2025** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): 
 Name (printed): Brent Melvin, P.E.
 Title: Project Manager

CERTIFICATE OF FINAL COMPLETION

Owner: City of Bonifay
Contractor: ECSC, LLC
Engineer: David H. Melvin, Inc.
Project: City of Bonifay Resilient Stormwater Park

Owner's Contract No.: 23FRP18
Contractor's Project No.: N/A
Engineer's Project No.: BON23RE
Contract: Resilient Stormwater Park

This Certificate of Final Completion applies to:

All Work under the Contract Documents or to the following specified parts thereof:

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be complete in accordance with the Contract Documents on

12/05/2025
Date of Final Completion

Notice to Proceed: 03/24/2025 (DATE)

Notice Contract Time: 240 (CALENDAR DAYS)

Additional Contract Time
Approved by Change Order: 17 (CALENDAR DAYS)

Total Approved Contract Time: 257 (CALENDAR DAYS)

Actual Contract Time: 257 (CALENDAR DAYS)

Unapproved Construction Time: 0 (CALENDAR DAYS)

A warranty inspection will be held on: 11/05/2026

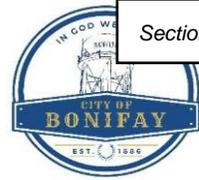
The Warranty will expire on: 12/05/2026

The following documents are attached to and made a part of this Certificate: As-Built Survey

This certificate constitutes an acceptance of work in accordance with the Contract Documents. However, this certification shall not release the Contractor or its sureties from any obligations under the Contract Documents. The Performance Bond remains in full force and effect through the one (1) year warranty period.

EXECUTED BY ENGINEER: RECEIVED: RECEIVED:
By: Brent Melvin (Authorized signature) By: Owner (Authorized Signature) By: Contractor (Authorized Signature)
Name: Brent Melvin, P.E. Name: Name:
Title: Project Manager Title: Title:
Date: 12/12/2025 Date: Date:

Biweekly Construction Summary City of Bonifay



Section V, Item B.

Project Title: **Bonifay Southside Drainage Improvements**

DHM Project ID # BON25CD

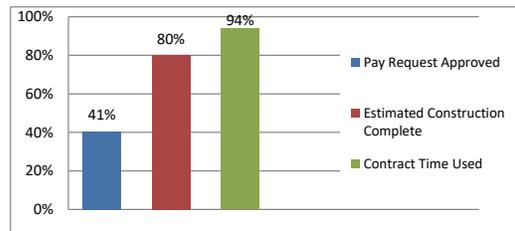
Work performed the week of: December 1, 2025 Through December 14, 2025

Holmes County Contact: <u>Sierra Smith, Grants Coordinator</u> Contractor Project Mgr: <u>Kenneth Jenkins, GCUC</u> Distribute To: <u>Larry Cook, Mayor of Bonifay</u> <u>Sierra Smith, City of Bonifay</u> <u>Kenneth Jenkins, GCUC</u> <u>Chris Corbin, GCUC</u>	Design Engineer: <u>Rod Adams, P.E., DHM</u> CEI Project Mgr: <u>Jake Mathis, DHM</u> Senior Inspector: <u>Sandra Toole, DHM</u> David Melvin, DHM Engineering Brent E. Melvin, P.E., DHM Engineering Rod Adams, DHM Engineering Jake Mathis, DHM Engineering
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Notice To Proceed Date:	<u>June 16, 2025</u>
Substantial Completion Date:	<u>November 26, 2025</u>
Final Completion Date:	<u>December 26, 2025</u>
Previous Contract Amount:	<u>\$915,008.25</u>
Current Contract Amount:	<u>\$1,023,292.63</u>
SA / WCO's Approved No.:	<u>2</u> <u>\$108,284.38</u>
Pay Estimate Approved No.:	<u>4</u> <u>\$415,708.59</u> 41%
Estimated Constr. Complete:	<u>80%</u>
Contract Time Used:	<u>94%</u>

Project is on Schedule? X Yes No

Total Contract Days:	<u>194</u>
Previous Contract Days:	<u>150</u>
Contract Day:	<u>182</u>
Substantial Days Remaining:	<u>-18</u>
Final Days Remaining:	<u>12</u>
Total Weather Days:	<u>7</u>
Total Holidays:	<u>3</u>



Description of Work:

Accomplishments:

Clifford St, Jernigan Ave, and Hightower Ave, all work completed.
 Walk-Thru conducted on 10/10/25 for Clifford St, Jernigan Ave, & Hightower Ave.
 Subcontractor completed 4" sewer and 8" waterline bores on St. Johns Rd.
 Subcontractor completed all utility tie-ins located on St. Johns Rd.
 Contractor began Road Closure on St. Johns Road on 10/16/2025.
 Message Boards placed for St. Johns Rd 10/10/2025.
 Contractor completed S-1 & S-3 Box Culvert installation on St. Johns Rd.
 Subcontractor constructed concrete Class IV S-2 Box Culvert extensions, Wingwalls, Endwalls & Footers on St. Johns Rd.
 Contractor completed Rip-Rap installation for south side of Box Culvert on St. Johns Rd.
 Contractor installed limerock base on St. Johns Road and graded to 2% slope, built shoulders, dressed to grade at 4% slope.
 Contractor completed milling roadway on St. Johns Rd.

Current Activities:

GCUC
 Maintained Message Boards and set up Detour Signs and Road Closure for St. Johns Rd.
 Contractor backfilled in lifts East of S-3 and West of S-1.
 Contractor installed limerock base on top of Box Culverts and Shoulders.
 J & M Testing checked density on backfill lifts and limerock base.
 Contractor dressed limerock in roadway @ 2% slope and shoulders @ 4% slope.
 Contractor milled roadway asphalt Sta. 15+05 – 15+81 and Sta. 16+30 – 17+05 L-1 & R-1.

ECSC

No Work This Period.

Holiday & Weather Days

Holiday's = Sept. 1, November 27-28, 2025
 Weather days = August 4, 13, October 27, November 11, December 4, 5, 8, 2025

Pending Issues:

NONE

Potential Problems:

NONE

Project Changes:

Work Change #1 added 30 days for utility issues on St. Johns Rd.
 Work Change #2 Added 14 days for work change #3 and #4 for equipment and labor on utility issues for St. Johns Rd. and Hightower Ave.
 Work Change added two concrete driveway aprons in exchange for Mr. Fisher signing the easement for lateral ditch excavation.

Future:

Subcontractor to install Guardrail Special Post.
 Contractor to pave asphalt for roadway and miscellaneous asphalt for Guardrail Pad.

Jake Mathis
 Construction Project Manager





St. Johns Rd
Contractor pouring flowable fill between S-1 and S-2
Box Culverts



St. Johns Rd
Contractor pouring flowable fill between S-2 and
S-3 Box Culvert



St. Johns Rd
Contractor completed flowable fill between Box
Culverts



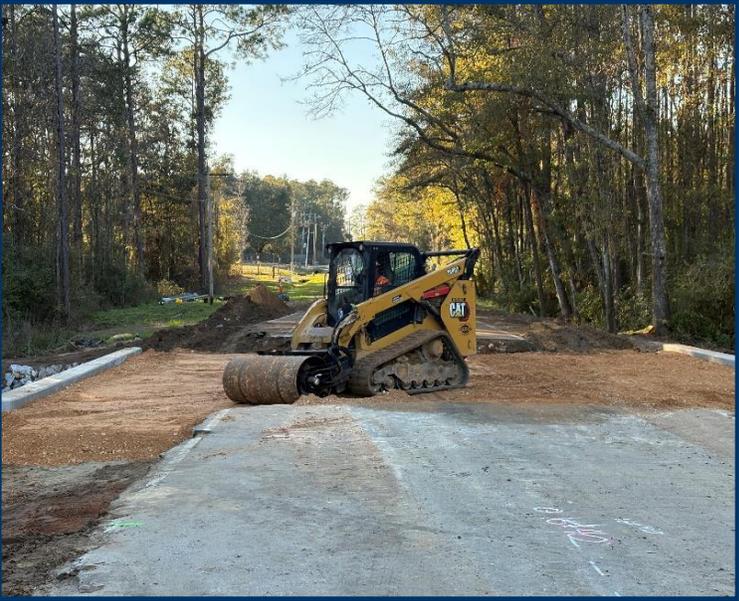
St. Johns Rd.
Contractor backfilling and compacting East of S-3 Box
Culvert





St. Johns Rd
J & M Testing checking density on backfill lift east side
of S-3 Box Culvert

St. Johns Rd
Backfill lift density @ 98.1 %



St. Johns Rd
J & M Testing checking density on backfill lift west of
S-1 Box Culvert

St. Johns Rd.
Contractor installing limerock base on top of Box
Culverts and compacting





St. Johns Rd
VT checking shoulder slope @ 4.2%



St. Johns Rd
Contractor dressing limerock to grade



St. Johns Rd
Contractor milling 1" existing asphalt west side of box culverts



St. Johns Rd.
Contractor milling 1" existing asphalt east side of box culverts



**Agreement for Bonifay Recreation Area
Design Services
Between
City of Bonifay
And
David H. Melvin, Inc.
RFP # 2025-01**

This agreement is made this ____ day of _____, 2025 between City of Bonifay, a political subdivision of the State of Florida and David H. Melvin, Inc., a Florida corporation whose address is 4428 Lafayette Street, Marianna, Florida, for Bonifay Recreation Area Design Services. This project is funded by a grant through the US Department of Housing and Urban Development (HUD) Community Project Funding Award (Agreement No. B-22-CP-FL- 0229).

WHEREAS the City of Bonifay advertised Bonifay Recreation Area Design Services under RFP # 2025-01 and David H. Melvin, Inc., a firm with qualifications required to perform the work, responded to said advertisement. Upon reviewing all responses submitted the City awarded the project to David H. Melvin, Inc.

This agreement is also subject to the provisions contained in Attachment A which are attached hereto and made a part hereof.

NOW, THEREFORE, the parties agree as follows:

SCOPE OF WORK:

- (1) Ball Diamonds:
Fields will be realigned to maximize space utilization with batting cages and bull pens; field lighting and bleachers repaired and updated; operational scoreboard, call boxes, and safe fencing installed.
- (2) Running/Walking Track:
The existing surface will be demolished/removed and replaced with asphaltic concrete or relocated as a perimeter path (based on cost).
- (3) Outdoor Spaces at ball fields:
public restroom facilities (North and South) and a concessions stand will be constructed. These structures include water and sewer installations. A playground area will be developed and equipped.
- (4) Parking and Drainage:
Parking spaces and a sidewalk will be added with grading, asphaltic concrete, and storm water runoff will be addressed.
- (5) Recreation Center:

New roofing will be designed, and floors, walls, windows, doors, and rest rooms will be designed to be repaired (based on cost and additional grant funding.)

COMPENSATION: The City of Bonifay agrees to compensate David H. Melvin, Inc. for the work performed under this agreement, the sum of **\$532,800.00**

Architectural design	\$ 150,000.00
Landscape Design	\$ 102,800.00
Civil Design	\$ 135,000.00
Subtotal	\$ 387,800.00
CEI	\$ 145,000.00
DESIGN FEE TOTAL	\$ 532,800.00

SCHEDULE: The schedule will be in accordance with the grant agreement. Design and Engineering will be done in **3 months** once the Notice to proceed is given by the City and Construction should be completed in **18 months** unless circumstances change.

NOTICE/PROJECT MANAGER OF CONSULTANT: David H. Melvin, Inc.’s project manager for this project shall be as follows:

John Udochi
 Email: johnudochi@melvineng.com
 Office: 850-482-3045
 Cell: 678-770-9010

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first hereinabove written.

DAVID H. MELVIN, INC.

CITY OF BONIFAY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

This content is from the eCFR and is authoritative but unofficial.

Title 2 – Federal Financial Assistance

Subtitle A – Office of Management and Budget Guidance for Federal Financial Assistance

Chapter II – Office of Management and Budget Guidance

Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Authority: 31 U.S.C. 503; 31 U.S.C. 6101-6106; 31 U.S.C. 6307; 31 U.S.C. 7501-7507.

Source: 89 FR 30136, Apr. 22, 2024, unless otherwise noted.

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- B. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be

prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- J. Procurement of recovered materials.
 - (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002

include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

K. Prohibition on certain telecommunications and video surveillance equipment or services.

(a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

L. Domestic preferences for procurements.

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- 1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- 2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).



VIA ELECTRONIC MAIL

December 12, 2025

Hon. Larry F. Cook
Mayor, City of Bonifay, Florida
301 J. Harvey Etheridge Street
Bonifay, Florida 32435

Re: Supplemental Agreement to Existing Services Contract

Dear Mayor Cook:

It is my pleasure to serve the City of Bonifay as its City Attorney. I am proud to work alongside you and your dedicated staff, and to be a small part of Bonifay's progress and continued improvement in the provision of municipal services. My agreement with City began in January, 2024, and governs general attorney services for the City. I am pleased to submit the following proposal for a limited-engagement Supplemental Agreement to provide grant administration services to the City in connection with the Recreation Center Project.

My proposal is to provide, with my staff and consultants when needed, grant administration services in connection with the HUD grant, as a replacement to Liberty Partners which backed out of the project this summer. I propose that my firm will provide such additional services during the life of the Recreation Center Project for 8% of the grant amount, less such amounts previously paid to Liberty Partners. The fee shall be paid at the rate of \$4,000 per month until project completion or the contract maximum is reached.

I look forward to our continued work together on this and many other projects. If the City Council is agreeable after a public meeting, please countersign this proposal and return a copy to me.

Sincerely,

Jonathan T. Holloway

Accepted by City of Bonifay:

Larry F. Cook, Mayor

RESOLUTION NO. 2025-12 SB784

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA, DESIGNATING THE CITY MAYOR AS THE ADMINISTRATIVE AUTHORITY FOR THE APPROVAL OF PLATS AND REPLATS PURSUANT TO SECTION 177.071(1)(a) AND SECTION 177.111, FLORIDA STATUTES, AS AMENDED BY SENATE BILL 784 (2025); PROVIDING FOR A DESIGNEE; ESTABLISHING ADMINISTRATIVE PROCEDURES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Senate Bill 784, enacted during the 2025 Regular Session of the Florida Legislature and codified in relevant part at Section 177.071(1)(a), Florida Statutes (2025), shifts approval of plats and replats that satisfy all statutory requirements from the City Council ("Council") to an appointed administrative authority; and

WHEREAS, the Council desires to comply fully with Senate Bill 784 by designating an administrative authority and establishing procedures consistent with Sections 177.071 and 177.111, Florida Statutes; and

WHEREAS, the Council finds that delegating this authority will streamline development review while preserving opportunities for appeal and public oversight;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Bonifay, Florida, as follows:

Section 1. Administrative Authority Designated. The City Mayor is hereby designated as the Administrative Authority for the City of Bonifay for purposes of Sections 177.071 and 177.111, Florida Statutes. The Planning Department is designated as the reviewing authority and shall make recommendations to the City Mayor.

Section 2. Automatic Approval of Compliant Plats and Replats. All plats and replats that comply with Section 177.091, Florida Statutes, shall be approved administratively by the Administrative Authority without further action by the Council.

Section 3. Administrative Procedures. A. Within seven (7) business days of receiving a plat or replat submittal, the Administrative Authority shall issue the written notice required by Section 177.071(2), Florida Statutes, identifying any deficiencies and establishing a reasonable, specific period for review. B. The Administrative Authority shall approve, approve with conditions, or deny the application within the timeframe stated in that notice in accordance with Section 177.071(3), Florida Statutes. C. No officer or employee of the City of Bonifay shall require an applicant to execute an extension of time for review, as prohibited by Section 177.071(3), Florida Statutes.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Severability. If any provision of this Resolution is held invalid by a court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

DULY ADOPTED in regular session this 15th day of December, 2025.

CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA

Mayor

ATTEST:

Interim City Clerk

Larry F. Cook, Mayor
301 J Harvey Etheridge St
Bonifay, FL 32425
Larry.Cook@cityofbonifay.com
850.703.6821



Councilmembers:
James Sellers, Vice Mayor
Rick Crews
Shelley Carroll
Eddie Dixon

Regular Session Council Meeting Schedule

- January 5th – 9:00am
- *January 20th – 6:00pm
- February 2nd – 9:00am
- *February 17th- 6:00pm
- March 2nd- 9:00am
- March 16th- 6:00pm
- April 6th - 9:00am
- April 20th - 6:00pm
- May 4th – 9:00am
- May 18th - 6:00pm
- June 1st - 9:00am
- June 15th- 6:00pm
- July 6th – 9:00am
- July 20th – 6:00pm
- August 3rd – 9:00am
- August 17th – 6:00pm
- *September 8th – 9:00am
- September 21st – 6:00pm
- October 5th – 9:00am
- October 19th – 6:00pm
- November 2nd- 9:00am
- November 16th – 6:00pm
- December 7th- 9:00am
- December 21st – 6:00pm

*Indicates Monday Holiday, Meeting moved to Tuesday
-Meeting dates and times subject to change-