



AGENDA

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, APRIL 06, 2026 at 9:00 AM

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. March 16th, 2026 Regular Session

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

V. VISITORS – PUBLIC ADDRESSING THE COUNCIL

NON- AGENDA AUDIENCE

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

VI. OLD BUSINESS

A. City Clerk Hire - Mayor Cook

B. Planning & Zoning Board Member

VII. NEW BUSINESS

- [A.](#) Easement Abandonment Request- 405 Rangeline Street
- [B.](#) Easement Abandonment Request - Cotton Street
- [C.](#) Variance Request for Summit Locations for 902 N Waukesha St
- D. Bonifay Police Department Surplus Request
- E. Bonifay Fire Rescue - Brush 1 & Tanker 1 Purchase
- F. Panhandle Patriotic Celebration

VIII. PLANNING & ENGINEERING

- [A.](#) Community Development Block Grant (CDBG) Discussion

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

- A. Council Updates

- [B.](#) Department Updates

Bonifay Police Department Recap

Bonifay Fire-Rescue Recap

- C. Employee Spotlight

Quarter 1 Nominations-

Dakota Ward - Fire

Ryan Martin - Fire

Lynn Ponds - Police

X. ADJOURN

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



MINUTES

CITY COUNCIL MEETING - REGULAR SESSION

MONDAY, MARCH 16, 2026 at 6:00 PM

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

I. CALL TO ORDER

Vice-Mayor James Sellers called the meeting to order at 6:00 pm.

PRESENT

Council Member James Sellers
Council Member Shelley Carroll
Council Member Rick Crews
Council Member Eddie Dixon

ABSENT

Mayor Larry Cook

Also present

Executive Assistant Sierra Smith, Director of Finance/HR Tracy Walker, City Attorney Jon Holloway, Director of Public Works Aaron Taylor, and Chief of Police Johnny Whitaker

A. Invocation

Director of Public Works Aaron Taylor gave Invocation.

B. Pledge of Allegiance

Director of Public Works Aaron Taylor led the Pledge of Allegiance.

II. APPROVE AGENDA

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

Voting Yea: Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

III. APPROVE MINUTES

A. March 2nd Regular Session Meeting

Motion made to approve March 2, 2026 minutes by Council Member Crews, Seconded by Council Member Dixon.

Voting Yea: Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

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

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

Voting Yea: Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

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

Richard Willsey spoke about God not answering his prayers and that he is not able to hear the Council Members.

VI. OLD BUSINESS

A. Highway 79 Corridor

City Attorney Holloway stated that David Corbin, with Holmes County, and Andrew Fleener, with Washington County, were here regarding the Highway 79 Corridor.

City Attorney Holloway gave a description of history pertaining to the water being supplied to the Corridor by the City of Bonifay. They have been talking about the Corridor Authority conveying the water system assets to the City of Bonifay, and that would cause the Corridor Authority to dissolve because it no longer has an asset or purpose.

The State has approved the substitution of the City of Bonifay for Washington County as the grant recipient and the obligations there. The agreement will be brought back in the next few meetings for approval.

David Corbin asked about a possible date the City of Bonifay will take over.

City Attorney Holloway said they talked about executing the interlocal agreement and put in motion the transfer before September 30th.

VII. NEW BUSINESS

VIII. PLANNING & ENGINEERING

IX. COUNCIL / DEPARTMENT SUPERVISORS / CITY ATTORNEY DISCUSSION

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

C. Employee Spotlight

X. ADJOURN

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

Voting Yea: Council Member Sellers, Council Member Carroll, Council Member Crews, Council Member Dixon

Vice-Mayor Sellers declared the meeting adjourned at 6:13 pm.

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

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

April 6th, 2026

Planning & Zoning Board Member Candidates

Henry Pitts
Kelvin Johnson
Steve Rubleman
Jason Powell
Ryan Martin

3/16/26

Mike L Bickers
Personal Representative for
Albert Eldredge Sapp Estate
850-797-6569
P O Box 160
Ebro Fl 32437

City of Bonifay
301 J Harvey Etheridge St
Bonifay Fl 32425

To whom it may concern,

I would like to petition the City of Bonifay to vacate the easement beside:
405 Rangeline St
Parcel ID: 0936.04-003-00A-008.000

Thank you in advance



Mike L Bickers
ADM
Albert Eldredge Sapp Estate

Horace R. Cadwallader
PO Box 641
Bonifay, FL 32425
03/04/2026

City of Bonifay
Attn: City Council
201 N Waukesha Street
Bonifay, FL 32425

Dear Council Members,

My name is Horace R. Cadwallader, and I own the property located at 407 N Cotton Street Bonifay, FL 32425 here in Bonifay. I am writing to ask for your help with a small portion of the old road that was vacated by the City that runs in front of my house.

From what I understand, the City previously handled a similar situation for my neighbor to the north through Ordinance No. 232, where the vacated road area was deeded to the adjoining property owner. I am hoping the City may consider doing the same for the portion of the vacated road that lies directly in front of my property.

Having this portion deeded would allow me to have clear title to my property and avoid any confusion about ownership of that strip of land in the future.

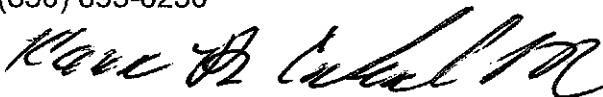
To help with this request, I am including a new survey that contains the legal description for the portion of the vacated road currently owned by the City in front of my property. I have also included a copy of the prior ordinance and deed that were used for my north neighbor when the City handled a similar situation for them, so you can see the example of how it was done previously.

If possible, I would respectfully ask that the City Council consider placing this matter on the agenda and voting on it at an upcoming meeting so that the property lines can be made clear and properly documented.

I appreciate your time and consideration and would be grateful for any help the City can provide.

Sincerely,

Horace R. Cadwallader
(850) 695-6250



IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is **NOT TO BE USED AS AN OFFICIAL RECORD OR FOR FINANCING PURPOSES, INSURANCE PURPOSES, PROPERTY OWNERSHIP (Deeds are the official record of title), ELIGIBILITY FOR ANY PROGRAM, AND/OR ADDRESS VERIFICATION.** If you need address verification, please contact the 911 Coordinator at (850)-547-1112.

***An Actual Year of 1950 is not a true representation of the Actual Year built. This is a “default” setting where an actual date is not known. The Effective Year is simply reflective of the current market and the condition of the property. The Effective Year is evident by the condition and utility of the structure and may or may not represent the Actual Year Built.**

Maps have been compiled from the most authentic information available and are to be used for assessment purposes only. Holmes County Property Appraiser's Office assumes NO responsibility for the errors and/or omission contained herein.

THIS MAP IS NOT A SURVEY

Parcel Summary

Parcel ID	0936.01-002-005-003.000
Location Address	407 COTTON ST BONIFAY
Brief Tax Description*	S1/2 OF LOTS 1 & 2 BLK 5 OR 114/449 WD-OR 303/489 LIFE/EST WD-OR473/686 WD-OR489/343 CT-OR508/151 WD-OR534/793 (Note: *The Description above is not to be used on legal documents.)
Property Use Code	SINGLE FAMILY (0100)
Sec/Twp/Rng	36-05-15
Tax District	2-BONIFAY
Millage Rate	18.15
Acreage	0.16
Homestead	Y

[View Map](#)

Owner Information

Primary Owner
CADWALLADER HORACE R
P O BOX 641
BONIFAY, FL 32425

Map



Land Information

Code	Land Use	Units	Unit Type	Frontage	Depth
001	000100 - RES LOT PLATTED	100	FF	100	70

Buildings

Building	1
Type	SINGLE FAM
Total Area	1,263
Heated Area	887
Exterior Walls	BRICK/WOOD
Roof Cover	ENAM METAL
Interior Walls	PLYWD PANL
Frame Type	1-2 STY WD
Floor Cover	CARPET & U; VINYL TILE
Heat	
Air Conditioning	
Bathrooms	1.5
Bedrooms	0
Stories	1
Actual Year Built	1990
Effective Year Built	1990

Extra Features

Code	Description	Number of Items	Length x Width x Depth	Units
DU1L	DET UTIL WD HM W/FL		0 x 0 x	160
MI14	CONC PAVEMENT		0 x 0 x	720

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Instrument Number	Qualification	Reason	Vacant/Improved	Grantor	Grantee
N	7/29/2015	\$45,000	CT	0534/0793		Qualified	QUAL/DEED EXAMINATION	Improved	SALLEE LORRY & LYNN	CADWALLADER HORACE R
N	8/28/2013	\$100	CT	0508/0151		Unqualified	UNQUAL/CORRECTIVE/QCD,TD	Improved	TURBEVILLE WALTER F & MELISSA	SALLEE LORRY & LYNN
N	4/27/2012	\$49,900	WD	0489/0343		Qualified	QUAL/DEED EXAMINATION	Improved	SALLEE LORRY & LYNN	TURBEVILLE WALTER F & MELISSA
N	2/24/2011	\$50,000	WD	0473/0686		Qualified	QUAL/CREDIBLE,VERIF/DOC/EVIDEN	Improved	SMITH HAYWOOD & CHARLES	SALLEE LORRY & LYNN
N	2/12/2001	\$100	WD	0303/0489		Qualified	QUAL/DEED EXAMINATION	Improved	SMITH MYRTICE	SMITH HAYWOOD & CHARLES
N	5/1/1982	\$100	N/A	0114/0449		Qualified	QUAL/DEED EXAMINATION	Improved		
N	1/2/1920	\$35,032	N/A	0000/0000		Unqualified	N/A	Improved	2001 CONVERTED JUST VALUE	
N	1/1/1920	\$32,351	N/A	0000/0000		Unqualified	N/A	Improved	2001 CONVERTED ASSESSED VALUE	

Valuation

	2026 Working Values	2025 Certified Values	2024 Certified Values	2023 Certified Values	2022 Certified Values
Building Value	\$59,386	\$59,386	\$47,950	\$45,335	\$42,694
Extra Features Value	\$892	\$892	\$892	\$892	\$892
Land Value	\$3,880	\$3,880	\$3,106	\$2,485	\$2,485
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$3,880	\$3,106	\$0	\$0
Just (Market) Value	\$64,158	\$68,038	\$55,054	\$48,712	\$46,071
Assessed Value	\$48,794	\$47,511	\$46,172	\$44,827	\$43,521
Exempt Value	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
Taxable Value	\$23,794	\$22,511	\$21,172	\$19,827	\$18,521
Maximum Save Our Homes Portability	\$15,364	\$16,647	\$5,776	\$3,885	\$2,550

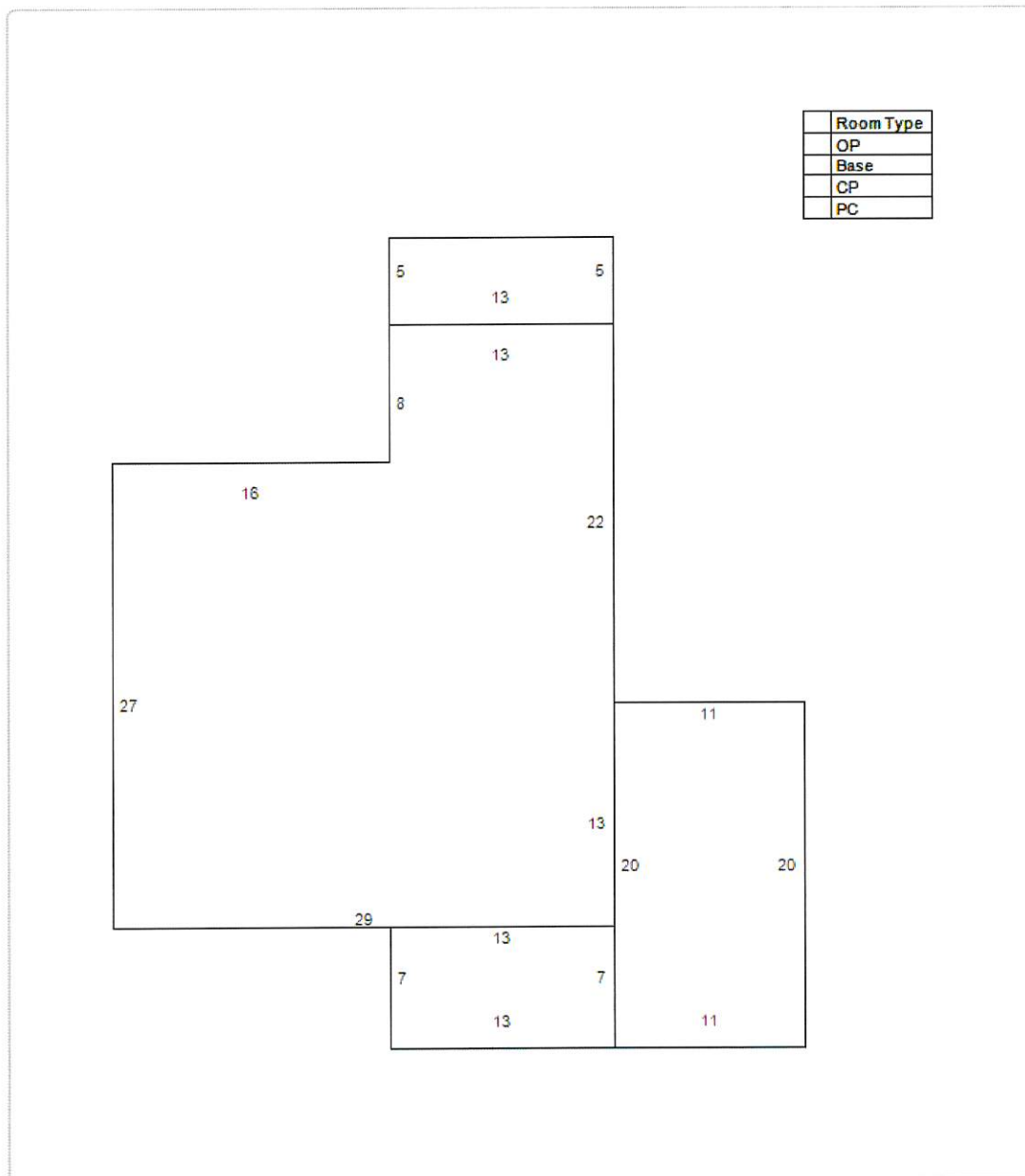
2026 Card View

[2026 Property Record Card \(PDF\)](#)

2025 Card View

[2025 Property Record Card \(PDF\)](#)

Sketches



No data available for the following modules: Photos.

Holmes County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

Contact Us



[User Privacy Policy](#) | [GDPR Privacy Notice](#)
[Last Data Upload: 2/17/2026, 3:50:41 AM](#)



Holmes County, FL



Overview



Legend

- Parcels
- Roads
- City Labels

Parcel ID	0936.01-002-005-003.000	Alternate ID	936.1-2-5-3	Owner Address	CADWALLADER HORACE R
Sec/Twp/Rng	36-05-15	Class	SINGLE FAMILY		P O BOX 641
Property Address	407 COTTON ST BONIFAY	Acreage	0.16		BONIFAY, FL 32425
District	2				
Brief Tax Description	S1/2 OF LOTS 1 & 2 BLK 5 OR <i>(Note: Not to be used on legal documents)</i>				

Date created: 3/9/2026
 Last Data Uploaded: 3/9/2026 4:32:32 AM

Developed by SCHNEIDER
 GEOSPATIAL

*21.3.2012
12/20/12*

ORDINANCE NO. 232

AN ORDINANCE PROVIDING FOR THE VACATION OF A STREET WITHIN THE BOUNDARIES OF THE CITY OF BONIFAY, FLORIDA A MUNICIPAL CORPORATION, DESCRIBED AS:

Commence at the NE Corner of Lot 1, Block 5, according to Miller's Addition in Section 36, T5N, R15W as recorded in Plat Book 1, Page 22 in the Office of the Clerk of the Circuit Court, Holmes County, Florida, also being on the South R/W line of Kansas Ave; thence S00°44'56"E along the East line of said Lot 1, 50.0 feet to the POB; thence S88°38'14"E 54.58 feet to the existing West R/W line of Cotton Street; thence S00°55'43"W 50.0 feet along said R/W line; thence N88°38'14"W 54.42 feet to East line of said Lot 1; thence N00°44'56"E along said East lot line 50.0 ft to POB & lying in S36, HC, Fl.

AND ALLOWING A PORTION OF THE CLOSED STREET TO REVERT TO THE ADJACENT PROPERTY OWNERS

SECTION 1

PREAMBLE AND ENACTMENT CLAUSE

For the purpose of vacating a street the City Council of the City of Bonifay, Florida does hereby adopt, ordain and enact into law the provisions of this ordinance.

SECTION 11

SHORT TITLE

This ordinance shall be known and may be cited as the "Vacation Ordinance ____ of the City of Bonifay, Florida."

SECTION 111

APPLICATION OF REGULATIONS

Upon the effective date of this ordinance, the street more specifically described below, in the City of Bonifay, Florida shall be vacated by the City Council of Bonifay, Florida and shall thereafter be closed. The street to be closed is more particularly described as follows:

Commence at the NE Corner of Lot 1, Block 5, according to Miller's Addition in Section 36, T5N, R15W as recorded in Plat Book 1, Page 22 in the Office of the Clerk of the Circuit Court, Holmes County, Florida, also being on the South R/W line of Kansas Ave; thence S00°44'56"E along the East line of said Lot 1, 50.0 feet to the POB; thence S88°38'14"E 54.58 feet to the existing West R/W line of Cotton Street; thence S00°55'43"W 50.0 feet along said R/W line; thence N88°38'14"W 54.42 feet to East line of said Lot 1; thence N00°44'56"E along said East lot line 50.0 feet to POB and lying in S36, Holmes County, Florida.

SECTION IV
GENERAL PROVISIONS

After the aforementioned street has been closed, the real property on which it was located shall revert to the adjacent property owner, MONETTE PAYNE. It is expressly provided however, that upon non-use of this street by the said adjacent owner that portion shall revert back to the City of Bonifay.

SECTION V
ADMINISTRATION

All ordinances in conflict herewith are repealed.

SECTION VI
DATE OF EFFECTIVENESS

This Ordinance shall take effect immediately upon its passage and signing.

PASSED in regular session of the City Council of the City of Bonifay, Florida on this 13th day of Oct., 1986.

CITY OF BONIFAY

By: [Signature]
President of City Council

By: [Signature]
City Clerk

Section VII, Item B.

26-074

This Quit-Claim Deed, Executed this 27th day of OCTOBER, A. D. 19 86, by

CITY OF BONIFAY, a Florida Municipality

first party, to

MONETTE PAYNE

whose postoffice address is 409 North Cotton Street Bonifay, Fl 32425

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ 10.00

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of HOLMES State of FLORIDA, to-wit:

Commence at the NE Corner of Lot 1, Block 5, according to Miller's Addition in Section 36, T5N, R15W as recorded in Plat Book 1, Page 22 in the Office of the Clerk of the Circuit Court, Holmes County, Florida, also being on the South R/W line of Kansas Ave; thence S00°44'56"E along the East line of said Lot 1, 50.0 feet; to the Point of Beginning thence S88°38'14"E 54.58 feet to the existing West R/W line of Cotton Street thence S00°55'43"W 50.0 feet along said R/W line; thence N88°38'14"W 54.42 feet to East line of said Lot 1; thence N00°44'56"E along said East lot line 50.0 feet to the POB and lying in said Section 36, Holmes County, Florida.

Upon non use by the Grantee this property shall revert back to the City of Bonifay.

This Quit-Claim Deed is made pursuant to an Ordinance adopted on October 22nd, 1986 by the City Council of Bonifay, Fl

RECEIVED THIS 17th DAY OF Nov 19 86 \$ 150 IN PAYMENT OF DOCUMENTARY STAMPS AND \$ 6 INTANGIBLE TAX CODY TAYLOR CLERK OF COURT HOLMES COUNTY FLORIDA BY Wendy L. Smith D.C.

13060 HOLMES COUNTY, FLORIDA Filed for Record Nov. 17 1986 at 1:25 O'clock P.M. and duly recorded in Book 152 Page 656 CODY TAYLOR, Clerk Circuit Court Wendy L. Smith D.C.

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

[Signature]

CITY OF BONIFAY, a Florida Municipality L.S.

[Signature]

By: [Signature] L.S.

STATE OF FLORIDA, COUNTY OF HOLMES

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

ROGER W. BARKES

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October A. D. 19 86.

[Signature]

NOTARY PUBLIC STATE OF FLORIDA BY COMMISSION EXPIRES SEPT. 29, 1989 BONDED THRU GENERAL INS. UND.

This instrument prepared by:

This instrument prepared by: Address

OWEN N. POWELL ATTORNEY-AT-LAW P. O. BOX 700 BONIFAY, FLA. 32425

Staff Project Summary

City of Bonifay Planning

Project: Proposed Variance for Summit Locations.

Location: Parcel ID Numbers 0531.02-002-00A-001.100.

Land Use Designation: Commercial

Floodplain Designation: Flood Zone X

Planner Review:

- The proposed variance is to allow the construction of one Outdoor Advertising Sign that does not conform to the City of Bonifay Land Development Regulations.
- The Outdoor Advertising Sign does not adhere to the following section(s) of Code:
 - 8.05.02.C: No outdoor advertising signs shall be located closer than 100 feet to any residential dwelling unit. The post of the proposed sign is located approximately 86.5 feet from the corner of the nearest residential unit on adjacent parcel 0531.02-002-00A-001.000.
 - 8.05.02.E: No permanent outdoor advertising sign, or any part thereof, shall be located less than fifteen feet from the nearest edge of the road right-of-way. The proposed sign has both vertical and horizontal stacks. The southeasternmost corner of the proposed sign is approximately 3.75 feet from the north right-of-way line of E Minnesota Street.

Results: Based on the review conducted by the City’s Consultant Planner John Feeney, PE (Alday-Howell Engineering, Inc.), we recommend denying this variance. Due to the physical constraints of the parcel, the right-of-way line of E Minnesota Ave., and the location of the northern residence, no outdoor advertising sign can be placed on the subject parcel without violating either the right-of-way requirement or the 100-foot residential setback requirement. Additionally, the creation of new outdoor advertising signs goes against the general wishes of the City.

Furthermore, we present the following findings regarding this Variance Application:

- i) There are practical or economic difficulties in carrying out the strict letter of the regulation: It is true that, based on physical constraints, this parcel does not allow for an Outdoor Advertising Sign to be placed. However, there are multiple nearby parcels that are not physically limited, and as such it cannot be stated that this request is based on a hardship. For example, an Outdoor Advertising Sign appears to be allowable on parcel 0531.02-002-00A-002.000, which is only two parcels north of the subject parcel.

- ii) The variance request is not based exclusively upon a desire to reduce the cost of developing the site: It is true that this request is not based upon a desire to reduce cost.
- iii) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public: It is true that the proposed variance will not increase congestion or otherwise pose a hazard to the public.
- iv) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site: There are various studies that state billboards near residential areas can decrease property values, but some studies also state that property values increase. Generally, an Outdoor Advertising Sign on this parcel would have a neutral effect on property values and would not significantly alter the character of the surrounding area.
- v) The effect of the proposed variance is in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code: Generally, this proposed variance is in direct opposition to the Code regarding the intent to limit Outdoor Advertising Signs near residential structures, and to limit Outdoor Advertising Signs placed within 15 feet of road rights-of-way.

Recommended Action: Because there are not positive findings on all five above-mentioned findings, particularly finding i) regarding the potential placement of the sign on nearby parcels where it would not be prohibited, it is the recommendation of the City of Bonifay Planning Department to **Deny** the Variance Application.

_____ Approved	_____ Approved with Conditions	_____ Denied
DATE: _____		
AUTHORIZED BY:		
_____ John Feeney, Consultant Planner Alday-Howell Engineering, Inc.	_____ Larry Cook City of Bonifay, Mayor	



Please accept the enclosed variance application requesting relief from the 100' residential separation requirement for a proposed outdoor advertising sign on the above referenced parcel located along State Road 79 (N Waukesha Street).

Address: 902 N Waukesha Bonifay, FL 32425

Parcel: 0531.02-002-00A-001.100

For your review, the following documents are included with this submission:

Completed Variance Application

Variance Justification Responses

Site Plan and Survey

Sign Drawings

Adjacent Property Owner Agreement

Lease

Application Fee

Lauran Bunting | Permit Coordinator

Cell 937-287-4204

311 East St.

Gordon, OH, 45304

lauran@summitlocations.com

Emily McCann, Mayor
Rickey Callahan, City Clerk
301 J. Etheridge Street
Bonifay, Florida 32425
Telephone (850) 547-4238
Fax (850) 547-9014



City Council Members:
Larry Cook, Councilman
James Sellers, Councilman
Shelley Carroll, Councilwoman
Sierra Smith, Councilwoman

CITY OF BONIFAY VARIANCE APPLICATION PACKET

PROCEDURE

- 1) **Application.** Submit a “Variance Application,” \$220 Application Fee, and sketch or engineered site plan. Allow up to ten (10) business days for processing. Applications for variances should be conducted concurrently with Development Review.
- 2) **City Council Meeting.** Attend a regularly-scheduled City Council Meeting. Confirm all dates with City Hall. Applicant will be required to make a presentation on his/her proposed amendment during the City Council Meeting. The Planning Commission will consider the “Required Findings” in accordance with LDR Section 9.02.00 (See “Required Findings” below) and make a recommendation accordingly.

REQUIRED FINDINGS, LDR SECTION 9.02.00

The City of Bonifay shall not vary the requirements of any provision of the LDR unless it makes a positive finding, based on substantial competent evidence, on each of the following:

- 1) There are practical or economic difficulties in carrying out the strict letter of the regulation.
- 2) The variance request is not based exclusively upon a desire to reduce the cost of developing the site.
- 3) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public.
- 4) The proposed variance will not substantially diminish property values in, nor alter the essential character of the area surrounding the site.
- 5) The effect of the proposed variance in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code.

Emily McCann, Mayor
Rickey Callahan, City Clerk
301 J. Etheridge Street
Bonifay, Florida 32425
Telephone (850) 547-4238
Fax (850) 547-9014



City Council Members:
Larry Cook, Councilman
James Sellers, Councilman
Shelley Carroll, Councilwoman
Sierra Smith, Councilwoman

CITY OF BONIFAY VARIANCE APPLICATION PACKET

VARIANCE APPLICATION

Section 1: Application Contact Information

Name: Summit Locations, LLC "Lauran Bunting" Address: 311 East St. Gordon, OH, 45304
Phone: 937-287-4204 Email: lauran@summitlocations.com

Section 2: Property Information

Parcel ID: 05310200200A001100 Site Address: 902 N WAUKESHA St. Bonifay, FL 32425
Owner Name: Dwight D Rich Jr & Heather E. Rich Owner Address: 2966 BONIFAY GRITNEY RD, BONIFAY FL 32425
Acreage: 0.20 (calculated) Future Land Use Designation: _____

Section 3: Variance Justification

Attach documentation if additional space is needed.

Variance Request:

Approval to allow a permanent outdoor advertising sign to be installed on parcel 0531.02-002-00A-001.100 at a location that is less than 100 feet from a residential dwelling unit, which does not comply with Section 8.05.02.C of the zoning code.

Reason for Variance

The proposed sign location does not meet the 100 foot separation requirement due to the proximity of the adjacent northern parcel 0531.02-002-00A-001.000, which is a single family residence. As a result of the existing parcel layout and surrounding land use, strict application of Section 8.05.02.C prevents any permanent outdoor advertising sign from being placed on parcel 0531.02-002-00A-001.100 without a variance.

Applicant Certification

I certify that the information provided in this application is true and accurate to the best of my knowledge and belief. I understand that knowingly providing a false statement in writing with the intent to mislead a public servant in the performance of his/her official duty shall be subject to a misdemeanor of the second degree pursuant to Section 837.06, Florida Statutes.

Lauran Bunting
Applicant Signature

3/11/2026
Date

Office Use Only (List Applicable LDR Sections Below)

Variance Application Steps (Use as a check-off list)

- 1) Submit a letter with your request for a variance. Your letter should address the following:
 - a) **Required Findings.** The City of Bonifay shall not vary the requirements of any provision of this Code unless it makes a positive finding, based on substantial competent evidence, on each of the following:
 - i) There are practical or economic difficulties in carrying out the strict letter of the regulation.
 - ii) The variance request is not based exclusively upon a desire to reduce the cost of developing the site.
 - iii) The proposed variance will not substantially increase congestion on surrounding public streets, the danger of fire, or other hazard to the public.
 - iv) The proposed variance will not substantially diminish property values in, nor alter the essential character of, the area surrounding the site.
 - v) The effect of the proposed variance is in harmony with the general intent of this Code and the specific intent of the relevant subject area(s) of the Code.
- 2) Include an application fee of \$220.00.
- 3) Your request needs to include drawings reflecting your proposed request. Your request also needs to include verification of property ownership or an Agent Authorization Form to apply for the owner.



Variance Request Justification

Address: 902 N Waukesha Bonifay, FL 32425

Parcel: 0531.02-002-00A-001.100

The applicant respectfully requests a variance from the 100’ residential separation requirement for permanent outdoor advertising structures. The requested variance would allow placement of a sign approximately 32’ from the adjacent residential dwelling.

i. Practical or Economic Difficulties

The subject property contains approximately 0.20 acres and has a lot depth of approximately 93’. Because the applicable regulation requires a 100’ separation from any residential dwelling, compliance with the standard is physically impossible on this parcel. The shallow depth of the lot combined with the location of the neighboring residence to the north prevents placement of an outdoor advertising structure anywhere on the property while meeting the full separation requirement.

The parcel fronts State Road 79 (North Waukesha Street), which functions as a major commercial corridor within the City of Bonifay and Holmes County. The property is located directly across from a large commercial grocery store and within an area that contains a mix of commercial and residential land uses. Due to these physical constraints, strict enforcement of the ordinance effectively prevents reasonable use of the parcel for outdoor advertising.

ii. Not Based Solely on Reducing Development Costs

The variance request is not being made for the purpose of reducing development expenses. Rather, the request is necessary due to the physical limitations of the parcel. Because the property depth is less than the required separation distance, compliance with the ordinance cannot be achieved regardless of the design or configuration of the sign.

iii. Traffic, Safety, and Public Hazards

The proposed sign will not increase traffic congestion or create hazards for the public. The structure will be located on private property outside the public right of way along State Road 79 and will not obstruct visibility for motorists or pedestrians. Outdoor advertising signs of this type are commonly located along state highways and are designed to comply with all structural and safety standards.

iv. Property Values and Character of the Area

The surrounding area contains a mixture of residential and commercial land uses and is anchored by a large retail grocery store directly across State Road 79. The proposed sign will be oriented toward the highway and away from the neighboring residence so that it primarily serves the traveling public.

Additionally, the owner of the adjacent residential property has provided written acknowledgment and consent indicating that they do not object to the proposed sign being located within the 100' separation distance. This support from the neighboring property owner demonstrates that the variance will not negatively impact nearby properties or alter the character of the area.

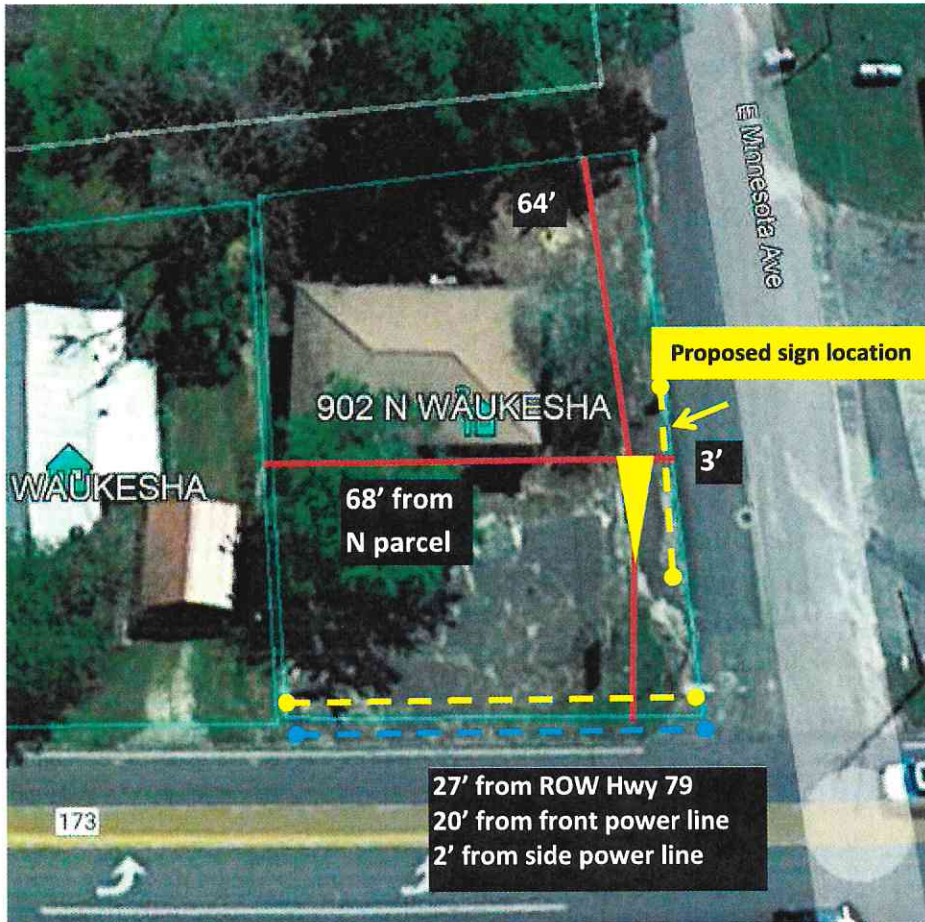
v. Consistency with the Intent of the Code

The intent of the sign ordinance is to regulate outdoor advertising in a way that protects residential properties while maintaining roadway safety. Granting this variance would remain consistent with those goals while acknowledging the physical limitations of the parcel. The proposed sign will serve the commercial corridor along State Road 79 and will be positioned to minimize impacts on the adjacent residence.

SITE PLAN: FL-37 Dwight D Rich Jr & Heather E. Rich

ADDRESS: 902 N Waukesha Bonifay, FL 32425

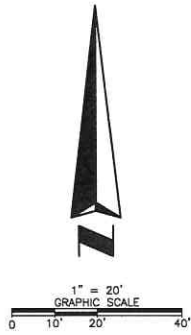
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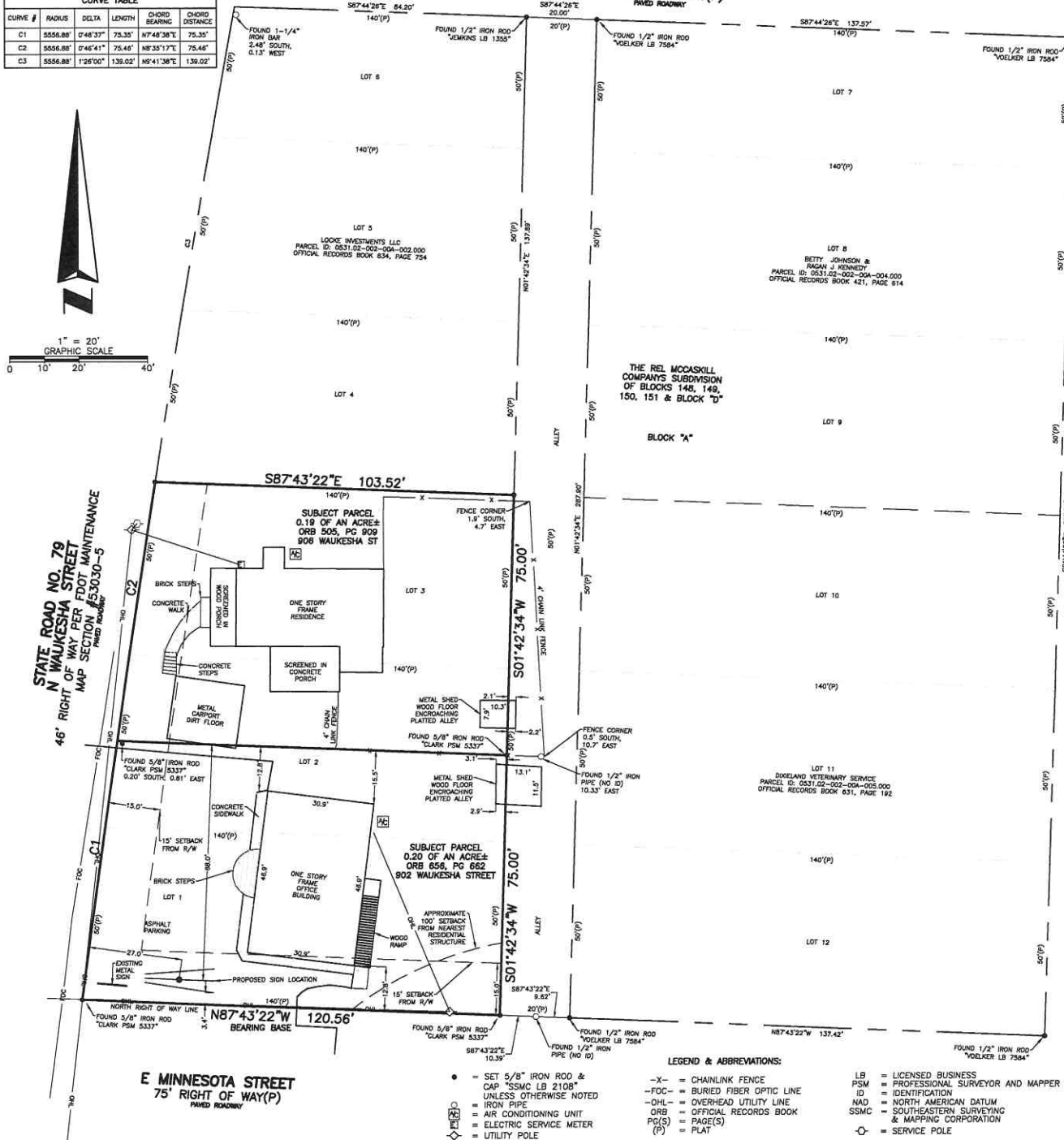
Existing ROW

Existing Power Lines

CURVE TABLE				
CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	5556.88	7°48'37"	75.35'	N74°38'E
C2	5556.88	7°48'41"	75.46'	N83°51'7"E
C3	5556.88	1°26'00"	139.02'	N94°13'8"E



**E MONTANA STREET
75' RIGHT OF WAY(P)**



**DESCRIPTIONS
(OFFICIAL RECORD BOOK 656, PAGE 682):**

LOT 1 AND 5 1/2 OF LOT 2, BLOCK A, SECTION 31, TOWNSHIP 5 NORTH, RANGE 14 WEST, ALL LYING AND BEING IN HOLMES COUNTY, FLORIDA.
(OFFICIAL RECORD BOOK 505, PAGE 909):
N 1/2 OF LOT 2 AND ALL OF LOT 3, IN BLOCK A OF MCCASKILL ADDITION, SECTION 31, TOWNSHIP 5 NORTH, RANGE 14 WEST, LOCATED IN THE CITY OF BONIFAY, HOLMES COUNTY, FLORIDA.

SURVEYOR'S REPORT:

- THIS IS A BOUNDARY SURVEY WITH THE LOCATION OF ABOVEGROUND FIXED IMPROVEMENTS ONLY. THE BOUNDARIES WERE DETERMINED FROM A DESCRIPTION (FOUND IN THE PUBLIC RECORDS IN OFFICIAL RECORD BOOK 656 PAGE 682 AND OFFICIAL RECORDS BOOK 505 PAGE 909.)
- THE LAST DAY OF FIELD WORK WAS PERFORMED ON 12/22/2025.
- THE MINIMUM HORIZONTAL ACCURACY FOR THIS SURVEY IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODE. THE MAP AND SURVEYING METHODS USED FOR THIS SURVEY MEET OR EXCEED THIS REQUIREMENT. THE DIMENSIONS SHOWN HEREON ARE IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
- BEARINGS SHOWN HEREON ARE GRID AND ARE BASED ON GPS OBSERVATIONS TAKEN FROM TRANSPORTATION'S "FLORIDA PERMANENT REFERENCE NETWORK" GNSS CONTINUOUSLY OPERATING REFERENCE STATION "BNY". THE RELATIVE BEARING IS N87°43'22"W ALONG THE MONUMENTED NORTH RIGHT OF WAY LINE OF MINNESOTA STREET. BEARINGS AND DISTANCES SHOWN HEREON ARE MEASURED UNLESS OTHERWISE NOTED.
- ELEVATIONS ARE NOT APPLICABLE TO THIS PROJECT.
- RIGHT OF WAY INFORMATION SHOWN HEREON WAS DETERMINED BY FOUND MONUMENTATION, RECORDED PLATS OR RIGHT OF WAY MAPS, AND INFORMATION OBTAINED IN THE PUBLIC RECORDS FOR HOLMES COUNTY.
- UNLESS SHOWN, ONLY THOSE VISIBLE FEATURES FOUND WITHIN THE BOUNDARIES OF THIS SURVEY OR IN THE IMMEDIATE VICINITY OF THE SUBJECT PARCEL BOUNDARY HAVE BEEN LOCATED.
- EASEMENTS OR OTHER RIGHTS OF WAY THAT APPEAR ON RECORDED PLANS OR THAT HAVE BEEN FURNISHED TO THE SURVEYOR BY OTHERS HAVE BEEN INCORPORATED INTO THIS DRAWING WITH APPROPRIATE NOTATION. OTHER EASEMENTS MAY BE DISCOVERED BY A SEARCH OF THE PUBLIC RECORDS.
- THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF AN ABSTRACT, TITLE SEARCH, TITLE OPINION OR TITLE COMMITMENT. A TITLE SEARCH MAY REVEAL ADDITIONAL INFORMATION AFFECTING THE PARCEL AS SHOWN.
- THIS SURVEY DOES NOT DETERMINE THE OWNERSHIP OF THE LANDS SHOWN HEREON.
- UNLESS OTHERWISE DENOTED ON THIS SURVEY, NO STATE OR FEDERAL JURISDICTIONAL BOUNDARIES WERE ESTABLISHED, RECOVERED, DEFINED, OR DELINEATED, IF THEY EXIST.
- IN THE EVENT OF A DISPUTE OR DISAGREEMENT, THE CLIENT IS ADVISED TO SEEK LEGAL COUNSEL BEFORE CLEARING, CONSTRUCTING, OR REMOVING ANY FENCES OR OTHER PERMANENT STRUCTURES.
- BASED ON THE NATIONAL FLOOD INSURANCE PROGRAM FIRM MAP NO. 1205900245D, DATED DECEMBER 17, 2010, THE ABOVE-DESCRIBED PROPERTY LIES ENTIRELY WITHIN FLOOD ZONE X. AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN AND IS RELATIVE TO THE STATE PLANE COORDINATE SYSTEM NAD83 FLORIDA NORTH ZONE.
- FEATURES SHOWN BY SYMBOL AS INDICATED IN THE LEGEND ARE NOT TO SCALE. THESE AND OTHER FEATURES SUCH AS PERMANENT STRUCTURES, FENCE LINES, ADDITIONAL MONUMENTATION, ETC. FOUND NEAR THE SUBJECT BOUNDARY LINES, MAY BE SHOWN AT AN EXAGGERATED SCALE TO MORE CLEARLY REPRESENT THEIR LOCATION.
- UTILITY LOCATIONS IF SHOWN HEREON ARE BASED ON FIELD LOCATION OF MARKINGS BY UTILITY COMPANY REPRESENTATIVES. SURFACE FEATURES AND/OR CONSTRUCTION PLANS FURNISHED TO THE SURVEYOR. ADDITIONAL SUB-SURFACE UTILITIES MAY EXIST THAT HAVE NOT BEEN FIELD LOCATED.
- UNDERGROUND FOUNDATIONS, IF ANY, HAVE NOT BEEN LOCATED.
- THE SURVEY MAP AND REPORT OR THE COPIES THEREOF, ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE OR THE ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- THE ABOVE-DESCRIBED PARCEL IN OFFICIAL RECORDS BOOK 656, PAGE 682 CONTAINS 0.20 OF AN ACRE, MORE OR LESS. THE ABOVE-DESCRIBED PARCEL IN OFFICIAL RECORDS BOOK 505, PAGE 909 CONTAINS 0.19 OF AN ACRE, MORE OR LESS.

NOTICE OF LIABILITY:

THIS SURVEY IS CERTIFIED TO THOSE INDIVIDUALS SHOWN ON THE FACE THEREOF. ANY OTHER USE, BENEFIT OR RELIANCE BY ANY OTHER PARTY IS STRICTLY PROHIBITED AND RESTRICTED. SURVEYOR IS RESPONSIBLE ONLY TO THOSE CERTIFIED AND HEREBY DISCLAIMS ANY OTHER LIABILITY AND HEREBY RESTRICTS THE RIGHTS OF ANY OTHER INDIVIDUAL OR FIRM TO USE THIS SURVEY, WITHOUT EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

LEGEND & ABBREVIATIONS:

- X- = CHAINLINK FENCE
- FOC- = BURIED FIBER OPTIC LINE
- OHL- = OVERHEAD UTILITY LINE
- ORB = OFFICIAL RECORDS BOOK
- PG(S) = PAGE(S)
- (P) = PLAT
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- ID = IDENTIFICATION
- NAD = NORTH AMERICAN DATUM
- SSMC = SOUTHEASTERN SURVEYING & MAPPING CORPORATION
- = SERVICE POLE
- = SET 5/8" IRON ROD & CAP -SSMC LB 2108
- = UNLESS OTHERWISE NOTED
- = IRON PIPE
- = AIR CONDITIONING UNIT
- = ELECTRIC SERVICE METER
- = UTILITY POLE

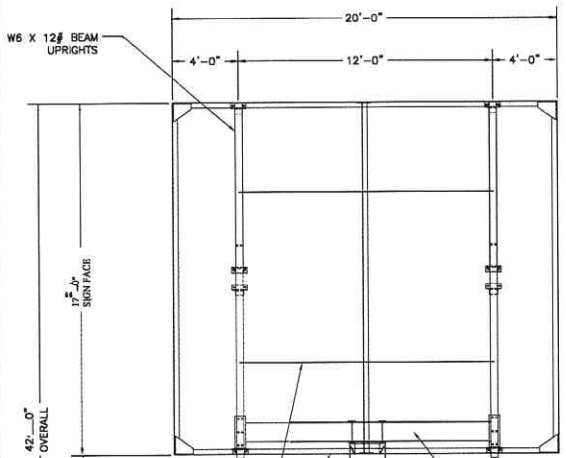
SOUTHEASTERN SURVEYING AND MAPPING CORPORATION
 SUE & SURVEY • GIS
 1130 Highway 90
 Clulley, Florida 35448
 Phone: 352-244-1130
 Fax: 352-244-1131
 Email: info@southeasternsurveying.com
 Certification Number: LP21018

BOUNDARY SURVEY
 PROJECT: 902 & 908 N WAUKESHA STREET
 BONIFAY, FLORIDA
 SHEET NUMBER: 1 OF 1
 DATE: 12/22/2025
 SCALE: 1" = 20'

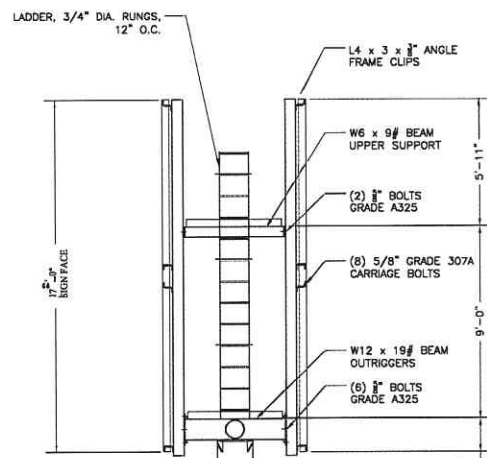
SUBMIT LOCATIONS

DRAWING NUMBER
 75819001
 SUBSET

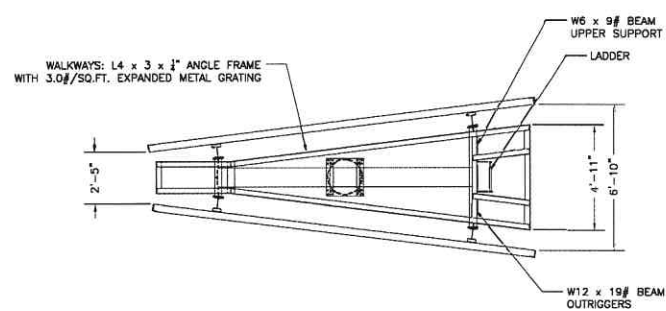
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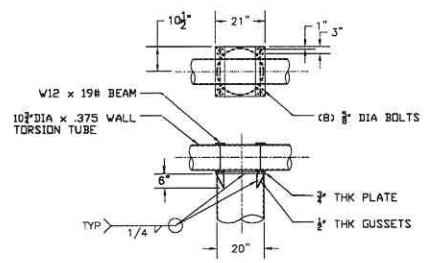
FRONT ELEVATION



SIDE ELEVATION



PLAN VIEW



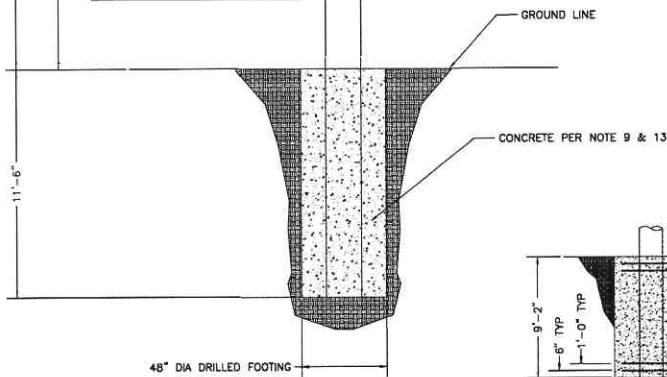
TORSION TUBE CONNECTION

Digitally signed by Jermy L. Bowers
 DN: cn=US, o=Indiana, ou=Summit, email=jlb@summiteng.com, c=US
 Date: 2023.04.21 09:31:32 -0400
 Adobe Acrobat version: 2023.001.20458

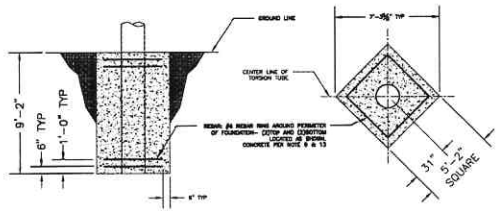


3/8" WIRE ROPE SAFETY CABLE ATTACHED WITH 3/4" EYE BOLTS, 2 PLACES
 L3 x 3 x 1/4" ANGLE VINYL STRETCH FRAME
 10-3/4" DIA. X .375" WALL TORSION TUBE
 20" DIA. X .375" WALL PIPE

IF APPLICABLE, SEE ELECTRICAL LIGHTING SH. FOR POWER RISER DIAGRAM AND PANEL SCHEDULE



48" DIA DRILLED FOOTING



ALTERNATIVE BACKHOE FOOTING

FOUNDATION-PLAN VIEW

SPECIFICATIONS	CODE DATA
<ol style="list-style-type: none"> STEEL ROLLED W BEAM SECTIONS: ASTM A992 ALL OTHER ROLLED SECTIONS: ASTM A36 PIPE SECTIONS: A.P.I. 5L X 42 BOLTS: 1/2" MINIMUM DIAMETER- GRADE A325 ASSUMED LATERAL SOIL PRESSURE 200 PSF/FT. SOIL BEARING PRESSURE ASSUMED 1500 LBS./S.F. PER 2021 IBC TABLE 1806.2 DESIGNED WIND LOAD 31.25 P.S.F. THE DESIGNED WIND LOAD HAS BEEN FOUND TO EXCEED THE SEISMIC LOADING OF EARTH QUAKES. DEAD LOAD: TOTAL SIGN WEIGHT 10,500# LIVE LOAD: WALKWAYS - 60#/SQ. FT. CONCRETE: 3000 PSI AT 28 DAYS DESIGN-2500 PSI AT 28 DAYS ALL WELDS TO CONFORM TO AWS D1.1-98 SPECIFICATION DESIGNED IN ACCORDANCE WITH 2021 IBC REQUIREMENTS. STEEL TO RECEIVE RUST INHIBITIVE PRIMER AND TOP COAT OF COLOR CHOICE REINFORCING BAR: ASTM A-615 GRADE 60 ALL STRUCTURAL CONNECTIONS SHALL BE WELDED 3/8" ALL AROUND UNLESS OTHERWISE NOTED. 	<p>CONSTRUCTION CODE - 2021 IBC</p> <p>USE GROUP: U TYPE OF CONSTRUCTION: IIB ULTIMATE DESIGN SPEED: 127 MPH NOMINAL WIND SPEED: 101 MPH WIND EXPOSURE: B RISK CATEGORY: II SIGN AREA EACH FACE: 297 SQ. FT. SIGN HEIGHT: 42'-0" SPECIAL INSPECTIONS: REQUIRED</p> <p>SUMMIT LOCATIONS</p> <p>MONOPOLE 17' x 20</p> <p>902 N. Waukesha Bonifay, FL 32425 FL-37</p> <p>JERMEY L. BOWERS P.E. 121 S. MAIN STREET AUBURN, IN 46706 PHONE: 260-333-0900 EMAIL: jbowers@bowerseng.com</p> <p>DATE: JM APPROVED BY: JSS CHECKED: NONE DATE: 4/21/25 SHEET: 1 OF 1</p>



311 East Street
Gordon, OH 45304

New Billboard Installation

Tamphus Messer do not have an objection to Summit Locations installing a New Billboard at 902 N Waukesha Bonifay, FL 32425. That is located within 100' of the above-named residence.

Neighbor Name: Tamphus Messer
Address: 906 N Waukesha Bonifay, FL 32425
850-527-5569

Signature of Consent: Tamphus Messer
Print Name Tamphus Messer
Dated this 29 day of Aug, 2025

Signature of Consent: _____
Print Name _____
Dated this ____ day of _____, 2025

STANDARD GROUND LEASE AGREEMENT

Section VII, Item C.

THIS LEASE AGREEMENT made this 6th day of **March, 2025** by and between **Dwight D. Rich Jr. & Heather E. Rich** (hereinafter "Lessor," whether one or more), and **SUMMIT LOCATIONS, LLC** (hereinafter "Lessee"), a limited liability company organized under the laws of the State of Ohio. **WITNESSETH:**

WHEREAS, the Lessor is the owner of a parcel of real property located on the **East** side of **HWY 79** and commonly known as **902 N Waukesha Bonifay, FL 32425** and/also known by the Parcel Number: **05310200200A001100**; and

WHEREAS, said Lessor and Lessee desire to execute a Lease Agreement pertaining to a portion of said real property as further described in Exhibit A, attached hereto; and

WHEREAS, this instrument embodies the entire agreement between the Lessor and the Lessee concerning this transaction.

1) **DESCRIPTION OF LEASED PREMISES.** In consideration of the rent provided for in Paragraph 3 of this Lease Agreement, Lessor leases to Lessee a portion of the real property described above belonging to Lessor ("Lessor's Property"). The portion of the Lessor's Property subject to this lease is more fully set forth in Exhibit "A" to this agreement, which is attached hereto, and is incorporated by reference as if fully set forth herein (the "Leased Premises").

4) **USE OF PROPERTY.** Lessee shall use the Leased Premises for the erection, operation and maintenance of outdoor advertising structures and for no other purposes. Lessee shall have the right to erect, place, maintain, convert to digital and/or replace advertising sign structures and equipment therefor on the Leased Premises and to post, paint, illuminate and maintain advertisements on such structures. Lessee shall further have the right to utilize an existing electrical connection or install electrical lines across Lessor's Property to the Leased Premises, for the purpose of lighting or otherwise operating the outdoor advertising structures. All costs incurred in obtaining electrical service on the Leased Premises for Lessee's use, including electrical bills and any construction or installation that is necessary, shall be paid solely by Lessee. All construction shall be performed by Lessee or by others at Lessee's request and shall be performed at Lessee's sole cost and expense. If Lessee is unable to obtain all necessary licenses, permits, and other necessary authority for the erection or maintenance of such sign, Lessee shall have the unconditional right to terminate this Lease Agreement upon thirty (30) days written notice as set forth in this agreement.

5) **OWNERSHIP OF IMPROVEMENTS.** All improvements placed upon the Leased Premises by Lessee shall remain the Lessee's property and may be removed at Lessee's discretion during the term of the Lease or within a reasonable time after expiration of the Lease. Any permits obtained by Lessee relating to the erection and/or operation of advertising structures on the Leased Premises shall also remain the property of Lessee.

6) **ACCESS TO LEASED PREMISES.** Lessor grants Lessee a non-exclusive easement over and across Lessor's Property at all times during the term of this Lease Agreement and any renewal thereof for the purpose of accessing, maintaining, replacing, repairing or performing work in connection with Lessee's advertising sign structures or for the purpose of providing utilities thereto. Lessor also grants Lessee the right to reasonably trim vegetation on Lessor's Property that threatens to obscure all or part of the view of Lessee's advertising sign structures.

7) **LESSOR'S COVENANTS.** A) **AUTHORITY TO ENTER INTO LEASE.** Lessor covenants that Lessor is the lawful owner of the Leased Property and has full and proper authority to enter into this Lease Agreement as such. B) **QUIET POSSESSION.** Lessor covenants that Lessee shall have quiet possession of the Leased Premises during the term of this Lease, subject, however, to the right of forfeiture and re-entry hereinafter provided for in the event of the Lessee's failure to perform its covenants and conditions hereunder. C) **NO OBSTRUCTIONS.** Lessor shall not maintain, place or permit to be placed on Lessor's Property any signs, structures, vegetation or other projection that would block or impair, in any way at all, the view of Lessee's sign structures from **HWY 79**.

8) **LESSEE'S COVENANTS.** A) **REPAIRS AND MAINTENANCE.** Lessee shall, at all times during the term of this Lease Agreement, keep the Leased Premises and all improvements placed thereon by Lessee in good repair, and shall maintain them at all times in a clean and attractive condition. B) **UTILITIES AND SERVICES.** Lessee shall, throughout the term of this Lease, pay all bills for electricity, other utilities, or other articles which may be caused by Lessee to be furnished or supplied to the Leased Premises, immediately upon becoming due and payable and shall hold the Lessor harmless from any liability therefor. C) **INSURANCE.** Lessee shall obtain and keep in full force and effect at all times during the term of this Lease Agreement, a policy of public liability insurance with policy limits in the amount of \$1,000,000 for the protection of Lessor and Lessee against liability arising out of Lessee's use of the Leased Premises and the improvements erected thereon. D) **BILLBOARD ADVERTISING CONTENT.** Lessee shall not display or permit to be displayed on the billboard any images or messages advertising, promoting, or condoning the usage of drugs, alcohol, tobacco, pornography, strip clubs, or any other such immoral or offensive behavior, whether such image or message should be expressed directly or by innuendo. E) **SURRENDER.** Within a reasonable time after the last day of the term of this Lease Agreement, Lessee shall surrender to the Lessor all of the Leased Premises in the same condition as when received, reasonable use and wear thereof and damage by fire, acts of God or war excepted, and remove the above ground portion of its structure.

9) **TERMINATION BY LESSOR.** If Lessee defaults in the payment of rent, or breaches any other covenant or condition of this Lease Agreement, upon the provision of written notice of the breach to Lessee and Lessee's failure to cure such breach within sixty (60) days thereafter, Lessor may, at Lessor's option, terminate this Lease Agreement for the default, reenter the Leased Premises, and require Lessee's removal of improvements placed on the Leased Premises by Lessee.

10) **TERMINATION BY LESSEE.** A) **BREACH BY LESSOR.** If Lessor breaches any covenant or condition of this Lease Agreement, upon the provision of written notice of the breach to Lessor and Lessor's failure to cure such breach within sixty (60) days thereafter, Lessee may, at Lessee's option, terminate this Lease Agreement for the default, and Lessor shall thereafter pay to Lessee any funds as are due to Lessee in addition to and not in lieu of other remedies available to Lessee for breach of contract. B) **OTHER CIRCUMSTANCES.** Lessee shall have the right to cancel this Lease Agreement upon thirty (30) days prior written notice to Lessor if any of the following occur: 1) Lessee's signs or structures on the Leased Premises are or become entirely or substantially obscured or destroyed through no fault of Lessee and Lessee chooses not to repair said signs, Lessee to make such determination within forty-five (45) days after the event causing the destruction or obscuration; failure to make such determination shall be deemed a waiver by Lessee of such right to cancel; 2) the Leased Premises is or becomes unsafe for maintenance of Lessee's signs or structures, through no fault, act or omission of Lessee; 3) a permanent diversion of change of traffic occurs along the street or streets adjacent to, or leading past the Leased Premises; 4) Lessee is prevented by a present or future law, regulation or ordinance from constructing or maintaining such signs on the Leased Premises. 5) The sign is no longer economically advantageous to the Lessee to operate.

11) **TRANSFER OF LEASED PREMISES.** A) **LESSOR'S SUCCESSOR.** If Lessor should sell or transfer the Leased Premises, the parties agree that any transferee shall be subject to the covenants and conditions herein contained, and binds the heirs, successors and assigns of the Lessor. B) **SPECIFIC PERFORMANCE.** Lessor and Lessee agree that the Leased Premises is unique and has particular value to Lessee for Lessee's business purposes. As a result, Lessor and Lessee agree that in the event of a transfer of the Leased Premises, the only appropriate outcome and the only adequate remedy is specific performance of this Lease Agreement. Lessor agrees to give any such transferee a copy of this Lease Agreement prior to transfer.

12) **EXTENSION.** This Lease Agreement shall automatically extend for a like term after expiration of the initial term of this Agreement, after the automatic extension term expiration the Agreement shall renew year to year until terminated by either party in writing thirty (30) days prior to the expiration of the term. The other terms, covenants, and conditions shall be the same as those in the initial term of the Agreement.

13) **EFFECT OF CONDEMNATION.** In the event of condemnation of all or any part of the Leased Premises, Lessor grants Lessee the right to relocate Lessee's advertising structure on Lessor's Property in a location adjacent to the condemned property and/or adjacent to the street(s) or highway(s) from which the original sign structure was originally visible, if possible. This right is in addition to and not in lieu of Lessee's right to receive just compensation for the loss of its interest in the condemned property.

14) **ASSIGNABILITY.** Lessee shall have the right to assign all of Lessee's rights and obligations under this Lease Agreement without Lessor's prior approval. Upon such assignment, provided Lessee is not presently in default, Lessor, Lessee, and Lessee's assignee may execute a novation by which Lessee

assignee assumes, and Lessee is absolved of, any further duties, obligations, or liabilities pursuant to this Lease Agreement.

15) **NOTICES.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to Lessor or to the office of Lessee, and the date of any notice by certified mail shall be deemed to be the date of receipt thereof. All notices given under this Lease Agreement shall be sent to Lessee or Lessor at the address below.

16) **ACTUAL GROSS ADVERTISING RENT REVENUE.** This is defined as all rents collected from the advertisers, in the quarter for which rent is due under this Lease Agreement.

17) **MODIFICATION.** This Lease Agreement may only be modified or amended by a writing containing the valid signatures of Lessor and Lessee.

18) **CHOICE OF LAW.** The law of the state in which the Property is located shall govern. This Lease (and any addendum) represents the entire agreement of Lessee and Lessor with respect to the Structures and the Property.

19) **HEADINGS.** The heading notes as to contents of particular paragraphs herein are inserted only for convenience and are in no way to be construed as a part of this Lease Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

20) **SINGULAR/PLURAL; GENDER.** Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

21) **SEVERABILITY.** Should any provision or portion of this Lease Agreement be deemed invalid or unenforceable by a court of law, then such portion shall not affect the enforceability of the rest of the Lease Agreement and shall be omitted from consideration with minimal effect on the enforcement of the remainder of the Lease Agreement.

22) **FIRST RIGHT OF REFUSAL.** During the term of this Lease Agreement and any renewals, Lessor shall allow Summit Locations a First Right of Refusal to place billboard structures on any Lessor owned property.

23) **RECORDATION.** Lessee shall have the right to record this Lease Agreement, or memorandum thereof, at its own expense. Lessor shall cooperate with Lessee's requests for assistance.

24) **INTEGRATION.** This Agreement constitutes the entire agreement between the parties. Any modifications must be made in writing per Paragraph (17) above.

25) **ATTORNEY FEES.** Should either party incur any legal expenses, including all attorney's fees and/or expert fees, to enforce its rights under this Lease Agreement, the prevailing party to any such legal action, shall be entitled to reimbursement of the same.

LESSEE: Summit Locations, LLC

LESSOR: Dwight D. Rich Sr. & Heather E. Rich

Address: 301 W INDIANA AVE
BONIFAY FL 32425

Address: 311 East Street Gordon, OH 45304

Phone: 850-774-6655

Dwight D. Rich, Jr.

By: _____
Dwight D. Rich Sr.

Heather E. Rich

BY: _____
Heather E. Rich

03/07/25

Date: _____

Joe Cala

By: _____
Joe Cala, its General Manager

3/7/2025

Date: _____

City of Bonifay
CDBG First Public Hearing Notice

The City of Bonifay (City) is considering applying to the Florida Department of Commerce for a FFY 2025 Small Cities Community Development Block Grant (CDBG). The City is eligible to apply for up to \$700,000.00 in the Neighborhood Revitalization, Commercial Revitalization, Housing Rehabilitation categories, and up to \$1.5 million in the Economic Development category. Construction activities funded through the CDBG Program must meet one of the following National Objectives:

- Benefit to low- and moderate- income (LMI) persons;
- Prevent or eliminate slum or blight conditions; or
- Meet a need of recent origin having a particular urgency.

The types of activities for which CDBG funds may be used include constructing stormwater ponds, paving roads and sidewalks, installing sewer and water lines, building a community center or park, making improvements to a sewage treatment plant, and rehabilitating low-income homes. Additional information regarding the range of activities that could be funded will be provided at the public hearing.

In developing a CDBG application, City of Bonifay must plan to minimize displacement of persons as a result of the activities. In addition, the City of Bonifay is required to develop a plan to assist displaced persons.

A public hearing to obtain citizen comments concerning the city's economic and community development needs will be held at the Bonifay Commission Meeting Room, 301 J. Harvey Etheridge Street, Bonifay, FL, 32425 on **Wednesday April 15, 2026, at 4:30 PM CST** or soon thereafter. For information concerning the public hearing, contact Sierra Smith, Grants Coordinator, at (850) 547-4238 or by e-mail at sierra.smith@cityofbonifay.com.

The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to advise the city at least five days before the hearing by contacting Sierra Smith, Grants Coordinator, at (850) 547-4238 or by e-mail at sierra.smith@cityofbonifay.com. If you are hearing or speech impaired, please contact the city using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice).

Any non-English speaking person wishing to attend the public hearing should contact the office of the Grants Coordinator, at (850) 547-4238 or by e-mail at sierra.smith@cityofbonifay.com, at least five (5) days prior to the hearing and an interpreter will be provided.

FAIR HOUSING/EQUAL OPPORTUNITY/HANDICAP ACCESSIBLE COMMUNITY

2026 1ST QUARTER RECAP

Section IX, Item B.



194 RESPONSES IN 90 DAYS

8 STRUCTURE FIRES

4 VEHICLE FIRES

33 OUTSIDE FIRES

33 CRASHES

31 MEDICAL CALLS

44 AVIATION STANDBYS

**BUSIEST DAY - JANUARY 20TH
6 CALLS FOR SERVICE**