



# **AGENDA**

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

**TUESDAY, FEBRUARY 18, 2025 at 6:00 PM**

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

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

A. Invocation

B. Pledge of Allegiance

### **II. APPROVE AGENDA**

### **III. APPROVE MINUTES**

[A.](#) February 3rd, 2025 Regular Session Minutes

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

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

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

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

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

[A.](#) RIF Agreement- D0298

B. RFQ 2025-05 WW

### **VII. OLD BUSINESS**

[A.](#) Ordinance 2025-01 Second Reading Property Preservation & Maintenance

[B.](#) Ordinance 2025-02 Second Reading Election Date

[C.](#) Ordinance 439 Second Reading Comprehensive Plan

[D.](#) Rec Center Update

## **VIII. NEW BUSINESS**

A. City Planning Fees

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

Items not listed on Formal Agenda.

A. Council Updates

B. Department Updates

Bonifay Police Department 2024 Recap

Bonifay Fire Department 2024 Recap

C. Employee Spotlight

## **X. ADJOURN**

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



**MINUTES**  
**CITY COUNCIL MEETING - REGULAR SESSION**  
**MONDAY, FEBRUARY 03, 2025 at 9:00 AM**  
**Midtown Plaza, 401 McLaughlin Ave., Bonifay, FL 32425**

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**I. CALL TO ORDER**

Mayor Larry Cook called the meeting to order at 9:00 am.

**PRESENT**

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

Also present

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

**A. Invocation**

Executive Assistant Sierra Smith gave Invocation.

**B. Pledge of Allegiance**

Executive Assistant Sierra Smith led the Pledge of Allegiance.

**II. APPROVE AGENDA**

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

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

### **III. APPROVE MINUTES**

#### **A. January 24th, 2025**

Motion made to approve the minutes of January 24, 2025 by Council Member Sellers, Seconded by Council Member Crews.

Voting Yea: Mayor Cook, 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 Sellers.

Voting Yea: Mayor Cook, 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 stated that nothing has been done in the stormwater management retention pond across from Middlebrooks Park. Willsey paused for 53 seconds waiting on an answer. Mayor Cook reminded Willsey once again that this was not a question-and-answer period. Mayor Cook also reminded Willsey that he had three minutes and Willsey stated that he could stand there and look at him. Willsey paused for several seconds staring at Mayor Cook. He again mentioned about the council answering questions and paused again for several seconds.

Rosalie McClain told the Council Members that the carwash on the corner of Highway 90 and Oklahoma Street needs to be cleaned up.

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

None

### **VII. OLD BUSINESS**

None

### **VIII. NEW BUSINESS**



### A. City Paving

Mayor Cook stated he and Chief Whitaker met with one of the paving contractors that are paving Highway 90. They will be working mostly at night and the City Police will help with traffic control.

Chief Whitaker stated they will be paving from Henry Grey Road, through town, to the end of the 4-lane on the east side. The improvements will be roadway, drainage, and sidewalks, and take approximately 18 months to complete.

### B. Hubbard Street Damage

Mayor Cook stated that a Florida Power and Light (FPL) contractor cut a very large tree on Hubbard Street, and damaged the road. He is seeking permission from the Council to send FPL a letter describing the damage, and also remove the poles that are left in town from their upgrade.

Motion made to approve a letter being sent to FPL by Council Member Crews, Seconded by Council Member Sellers.

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

### C. Holmes Correctional Institution Partnership

Mayor Cook stated he has talked to the Warden at Holmes Correctional Institution about a 4 man work squad, and that is in the works. The City would supply the van and the oversee person that is approved by the State.

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

Items not listed on Formal Agenda.

### A. Council Updates

None.

### B. Department Updates

#### 1. Public Works Update

Mayor Cook told the Council Members that Public Work Director Aaron Taylor has requested a pole barn that they will install themselves.

Public Works Director Taylor stated that the vac-truck has been sitting out in the sun, and it is taking its toll on the rubber hoses. The pole barn will rectify that problem.

Police Chief Whitaker read a letter expressing his thanks to Officer Braden Pate, Fire Chief Travis Cook, and Executive Assistant Sierra Smith for their outstanding assistance on February 1, 2025 to a motorist in need. The letters will be placed in their employment files.

Executive Assistant Sierra Smith also expressed her thanks to all involved in helping the motorists back on their way.

### C. Employee Spotlight

Executive Assistant Sierra Smith read a letter from Fire Chief Travis Cook with his spotlight recommendation of Josh Myers. Josh joined our department in July of 2022. He has a full-time job that often takes him out of the county, but this never deters Josh from waking up in the middle of the night when someone calls 911. He will be at the station late at night doing apparatus checks, almost weekly, along with his 3 sons, while Josh teaches them why it is important to be in a constant state of readiness. When Josh is given a task, he completes it and does not need to be micromanaged.

Deputy Clerk Tracy Walker nominated Elois Bradshaw. Friday was her second day back at work, and she came in early and stayed late to make sure the bills were ready for customers who had payments drafted out on the first, would be able to pay their bills.

Council Member Sellers stated that West Brock needed to be widened for the delivery trucks that are going to the nursing home.

Council Member Crews stated since paving will be in the area, can we go ahead and authorize our engineers to look and see what the cost would be, and get bids on it.

Mayor Cook asked Public Works Director Taylor to ask the citizens if the City could trim the trees and bushes, as that will help the situation.

Motion made to approve getting engineers to look at widening and paving West Brock by Council Member Crews, Seconded by Council Member Sellers.

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

### X. ADJOURN

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

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

Mayor Cook declared the meeting adjourned at 9:20 am.

**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.**

**GRANT AGREEMENT  
BETWEEN THE  
STATE OF FLORIDA  
DEPARTMENT OF COMMERCE  
AND  
CITY OF BONIFAY, FLORIDA**

**THIS GRANT AGREEMENT NUMBER D0298** (“Agreement”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”), and the **City of Bonifay, Florida**, a unit of general local government (“Grantee”). Commerce and Grantee are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Commerce has the authority to enter into this Agreement and distribute State of Florida funds (“Award Funds”) in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

**WHEREAS**, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the “Agreement”, and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

**WHEREAS**, Grantee hereby represents and warrants that Grantee’s signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee’s purposes in accordance with the terms and conditions of this Agreement;

**NOW THEREFORE**, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

**A. AGREEMENT PERIOD**

This Agreement is effective upon mutual execution of the Commerce grant agreement (the “Effective Date”) and will expire: (a) 24 months following the effective date (the “Expiration Date”) or (b) the date on which either Party terminates this Agreement (the “Termination Date”). The period of time between the Effective Date and the Expiration Date or Termination Date is the “Agreement Period.”

**B. FUNDING**

This Agreement is a Cost Reimbursement Agreement. Commerce shall pay Grantee up to **One Million Two Hundred Thirty-Three Thousand Dollars and Zero Cents (\$1,233,000.00)** in consideration for Grantee’s performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee’s costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce’s performance and obligation to pay any Award Funds under this

Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an “annual appropriation” of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either: (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee’s business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee’s costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>)

### C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State’s Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: <https://www.myfloridacfo.com/Division/AA/Vendors/default.htm>. Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

### D. MODIFICATION

If, in Commerce’s sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

### E. AUDIT REQUIREMENTS AND COMPLIANCE

**1. Section 215.971, Florida Statutes (“F.S.”).** Grantee shall comply with all applicable provisions of s. 215.97, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

**2. Audit Compliance.** Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee’s compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee.

Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

## F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance.** Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any request by sending an e-mail to [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov) within one business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records.** Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records.** Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantee's use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of

Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

**5. Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to [audit@commerce.fl.gov](mailto:audit@commerce.fl.gov). Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

**6. Ensure Compliance.** Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

**7. Contact Custodian of Public Records for Questions. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS** by telephone at (850) 245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Florida Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

#### **G. TERMINATION AND FORCE MAJEURE**

**1. Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

**2. Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**3. Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

**4. Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee and in which Commerce has or may

acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

**5. Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part.

## H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

## I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's

officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

## J. ADVERTISING AND SPONSORSHIP DISCLOSURE

**1. Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

**2. Disclosure of Sponsorship.** As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

## K. RECOUPMENT OF FUNDS

**1. Recoupment.** Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

**2. Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

**3. Discovery of Overpayments.** Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may



charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

**4. Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

## L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

## M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the

information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

## **N. PATENTS, COPYRIGHTS, AND ROYALTIES**

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

## **O. INFORMATION TECHNOLOGY RESOURCE**

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

## **P. NONEXPENDABLE PROPERTY**

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property

purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

## **Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY**

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

## **R. CONSTRUCTION AND INTERPRETATION**

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in

this Agreement of the term “including” and other words of similar import mean “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The term “Grantee” includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee’s behalf. The term “Commerce” includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce’s behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

## **S. CONFLICT OF INTEREST**

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

## **T. GRANTEE AS INDEPENDENT CONTRACTOR**

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

## **U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY**

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
2. Section 448.095, F.S., requires the following:
  - a. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
  - b. An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8

C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

## W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

## X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

## Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

## Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

**1. Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further

exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

**2. Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

**3. Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

**4. Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

## AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

**1.** Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

**2.** Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

**3.** Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee: (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee’s prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

**BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS**

Grantee’s Payee:	Grantee’s Agreement Manager:
City of Bonifay	Sierra Smith, Grants Coordinator
401 McLaughlin Avenue	401 McLaughlin Avenue
Bonifay, FL 32425	Bonifay, FL 32425
850-547-4238	850-547-4238
<a href="mailto:Tracy.walker@cityofbonifay.com">Tracy.walker@cityofbonifay.com</a>	<a href="mailto:sierra.smith@cityofbonifay.com">sierra.smith@cityofbonifay.com</a>

Commerce’s Agreement Manager:
Alissa Fan
107 East Madison Street, Caldwell Building
Tallahassee, FL 32399
Telephone: 850-717-8435
Email: <a href="mailto:Alissa.fan@Commerce.fl.gov">Alissa.fan@Commerce.fl.gov</a>

**CC. NOTICES**

The Parties’ respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties’ discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term “written notice” is used to specify a notice requirement herein, said notice shall be deemed to have been given: (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

**Rest of page left intentionally blank;  
Attachments to follow after signature page**



IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly-authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments’ terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		CITY OF BONIFAY, FLORIDA	
By	_____ Signature J. Alex Kelly	By	_____ Signature Larry Cook
Title	_____ Secretary	Title	_____ Mayor
Date	_____	Date	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF COMMERCE

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

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

## ATTACHMENT 1 SCOPE OF WORK

### 1. PROJECT DESCRIPTION:

Section 288.0655, Florida Statutes (“F.S.”), created the Rural Infrastructure Fund (“RIF”) to facilitate the planning, preparing, and financing of infrastructure projects in rural communities which will encourage job creation, capital investment, and strengthening and diversification of rural economies by promoting tourism, trade, and economic development.

Section 288.0655(2)(b), F.S., provides that Commerce may award grants for up to 75 percent of the total infrastructure project cost, or up to 100 percent of the total infrastructure project cost for a project located in a rural community as defined in s. 288.0656(2), F.S., which is also located in a fiscally constrained county as defined in s. 218.67(1), F.S., or a rural area of opportunity as defined in s. 288.0656(2), F.S., in order to facilitate access to other infrastructure funding programs and local government or private infrastructure funding efforts that induce the location or expansion of specific job creating opportunities in rural communities.

The City of Bonifay (“Grantee”) will use funding to construct necessary drainage improvements to alleviate flooding on St. Johns Road, Jernigan Avenue, Clifford Street, and Hightower Avenue, including repair and replacement of utilities and roadway improvements disturbed during construction.

**2. GRANTEE’S RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, complete the following tasks:

#### A. Recorded Easements and Permitting

1. Conduct survey of easements for St. Johns Road, Jernigan Avenue, Clifford Street, and Hightower Avenue.
2. Obtain record of easements.
3. Obtain FDEP (Florida Department of Environmental Protection) Permits.

#### B. Construction

1. Construct drainage improvements in accordance with engineer design and specifications.
  - a. St. John’s Road: Install two (2) additional 10.0' x 4.0' concrete box culverts while leaving the existing 6.4' x 4.0' concrete box culvert in place and extended to meet current design criteria along with associated improvements and relocation of utilities.
2. Construct utility improvements in accordance with engineer design and specifications.
  - a. Jernigan Avenue: Removing existing 30" cross drain and replace with 36" culvert equipped with 45°-winged concrete end walls and associated improvements, excavate lateral ditch to provide positive outfall.
  - b. Clifford Street: Removing existing double 18" cross drain and construct a 30" culvert equipped with 45°-winged concrete end walls along with associated improvements, excavate lateral ditch to provide positive outfall.
  - c. Hightower Avenue: Removing existing 24" CMP cross drain and side drain, construct 36" cross drain and 24" side drain with 45°-winged concrete end wall and associated improvements, excavate lateral ditch to provide positive outfall.

#### C. Construction Engineering and Inspection Services

1. Prepare bid specifications.
2. Advertise bid specifications.
3. Hold pre-bid meeting with perspective bidders.
4. Evaluate submitted bids and issue recommendation of award.
5. Provide inspection throughout construction.

- 6. Provide periodic engineering coordination on site.
- 7. Complete close out documents.

3. COMMERCE’S RESPONSIBILITIES:

- A. Monitor the ongoing activities and progress of Grantee, as Commerce deems necessary, to verify that all activities are being performed in accordance with the Agreement.
- B. Perform Agreement management responsibilities as stated herein.
- C. Reply to reasonable inquiries pursuant to the Agreement.
- D. Review Grantee’s invoices for accuracy and thoroughness, and if accepted, process invoices on a timely basis; and
- E. Maintain paper or electronic copies of all documents submitted pursuant to Sections 5 and 6 of this Scope of Work.

4. DELIVERABLES:

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Recorded Easements and Permitting		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide Recorded Easements and Permitting activities as identified in <b>Section 2.A</b> , which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 20%, 40%, 60%, 80%, and 100% completion of identified Recorded Easements and Permitting tasks listed in <b>Section 2.A</b>. of this Scope of Work as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1)Invoice package as defined in <b>Section 6</b> of this scope of work.</p> <p>2)Signed statement from and engineer certifying that the work for which reimbursement is sought is complete.</p> <p>3)Copy recorded easements maps.</p> <p>5)Copy of final design and engineering plans.</p> <p>6)Copy of meeting minutes approving design and engineering plan specifications.</p> <p>7)Obtain copy of necessary site development permits.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 20% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

Deliverable No. 1 Not to Exceed: \$40,000.00		
Deliverable No. 2 – Construction		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide Construction activities as identified in <b>Section 2.B</b> , which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100% completion of identified Construction task listed in <b>Section 2.B. of this scope of work</b> as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in <b>Section 6</b> of this scope of work.</p> <p>2) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.</p> <p>4) Provide before and after photos of the construction project.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 10% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>
Deliverable No. 2 Not to Exceed: \$1,100,000.00		
Deliverable No. 3 – Construction Engineering Inspections Services		
Tasks	Minimum Level of Service	Financial Consequences
The Grantee shall provide Construction Engineering and Inspection Services activities as identified in <b>Section 2.C</b> , which shall be reimbursed upon satisfactory completion of an eligible task as detailed in this Scope of Work.	<p>The Grantee may request reimbursement upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90% and 100% completion of identified Construction task listed in <b>Section 2.C. of this Scope of Work</b> as evidenced by submittal of the invoice(s) noting completed tasks as well as other supporting documentation, as applicable.</p> <p>1) Invoice package as defined in Section 6 of this Scope of Work.</p> <p>2) Copy of record documents, project documentation, as-built drawings, and certifications</p> <p>2) Copy of bid documents.</p> <p>3) Copy of pre-bid conference agenda and sign in sheet.</p>	<p>Failure to perform the Minimum Level of Service shall result in nonpayment for this deliverable for each payment requested.</p> <p>Commerce shall withhold 10% of the total deliverable amount until grantee provides proof to Commerce, and Commerce accepts, that the deliverable is 100% complete.</p>

	3) Copy of town meeting minutes reflecting approval of construction contractor.  4) Copy of Notice to Proceed.  5) Signed statement by a licensed engineer certifying that the project, or a quantifiable portion of the project, is complete.	
<b>Deliverable No. 3 Not to Exceed: \$93,000.00</b>		
<b>TOTAL AWARD NOT TO EXCEED: \$1,233,000.00</b>		

**COST SHIFTING:** The deliverable amounts specified within the Deliverables section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **10%** of each deliverable total funding amount. Changes that exceed **10%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

## 5. REPORTING:

**5.1 Quarterly:** Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**

**5.2 Minority and Service-Disabled Veteran Business Enterprise Report:** Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7471 to answer concerns and questions.

**5.3 Close-out Report:** No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

**6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the

requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

**6.1** Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

**6.2** Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

**6.2.1** A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

**6.2.2** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date.

**6.2.3** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete.

**6.2.4** A copy of all supporting documentation for vendor payments.

**6.2.5** A copy of the cancelled check(s) specific to the project or a copy of the bank statement that includes the cancelled check.

**6.3** The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

**6.4** All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.

**6.5** Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instructions on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of this Agreement.

**6.6** If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.

**6.6.1** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship: or

**6.6.2** A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

**7. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

**End of Attachment 1 (Scope of Work)**

## Attachment 2 AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as “Grantee”) may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### **AUDITS.**

**PART I: FEDERALLY FUNDED.** This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance



received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### PART III: OTHER AUDIT REQUIREMENTS.

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

N/A

### PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Florida Department of Commerce  
 MSC # 75, Caldwell Building  
 107 East Madison Street  
 Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address:

Auditor General  
 Local Government Audits/342  
 Claude Pepper Building, Room

401 111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
Florida Department of Commerce  
MSC # 75, Caldwell Building  
107 East Madison Street  
Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

**Remainder of Page Intentionally Left Blank**

**EXHIBIT 1 to Attachment 2****STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:****SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: **FLORIDA DEPARTMENT OF COMMERCE  
CSFA: 40.042  
REGIONAL COMMUNITY DEVELOPMENT AND INFRASTRUCTURE  
\$1,233,000.00**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. **ALL REQUIREMENTS OF THIS AGREEMENT.**
2. **PLEASE ALSO NOTE THAT THE TOTAL AMOUNT OF THE RURAL  
INFRASTRUCTURE FUND AWARD UNDER THIS AGREEMENT IS LIMITED TO  
\$1,233,000.00.**

*NOTE: List applicable compliance requirements*

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: \_\_\_\_\_  
FEIN: \_\_\_\_\_  
Grantee’s Fiscal Year: \_\_\_\_\_  
Contact Person Name and Phone Number: \_\_\_\_\_  
Contact Person Email Address: \_\_\_\_\_

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Florida Department of Commerce (Commerce)? \_\_\_\_Yes \_\_\_\_  
No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend \$750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? \_\_\_\_Yes \_\_\_\_ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend \$750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? \_\_\_\_ Yes \_\_\_\_ No

**If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.**

**By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.**

_____ Signature of Authorized Representative	_____ Date
_____ Printed Name of Authorized Representative	_____ Title of Authorized Representative

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

**WHEREAS**, the City has home rule authority pursuant to Article VII, Section 2 of the Constitution of the State of Florida, and Chapter 162, Florida Statutes, to enact this ordinance; and

**WHEREAS**, a uniform system of property preservation and maintenance standards and the efficient and effective enforcement thereof serves the public interest and encourages pride in the community, fosters environmental cleanliness, and discourages substandard housing conditions and substandard property conditions, all of which is beneficial to the residents of the City, and

**WHEREAS**, numerous prior ordinances related to code enforcement and property maintenance created a patchwork system of ordinances which often conflicted, the result of which made enforcement difficult; and

**WHEREAS**, to protect public welfare and ensure the security and safety of its citizens, the City finds it is necessary to enact uniform property maintenance standards and an efficient enforcement mechanism for violations thereof.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA AS FOLLOWS:**

**SECTION I.** The above recitals represent the legislative findings of the City Council of the City of Bonifay and are incorporated herein by reference.

**SECTION II.** Exhibit A, "Property Preservation and Maintenance Standards" is hereby adopted by the City of Bonifay as a new section of the City's ordinances.

**SECTION III.** In the event there is a conflict or conflicts between this ordinance and any other ordinance, this Ordinance shall control to the extent of the conflict.

**SECTION IV.** Section II of this Ordinance shall be codified and made a part of the City of Bonifay Code of Ordinances at such time as the said ordinances of the City are codified.

**SECTION V.** It is the intent of the City Council of the City of Bonifay, and it is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalid or unconstitutional portion shall not be construed to render invalid or unconstitutional the remaining provisions of this Ordinance.

**SECTION VI.** Upon the discovery of scriveners' errors in Exhibit A, the City is authorized to correct any such non-material errors by filing an affidavit of scriveners' error with the City Clerk, which must reference this Ordinance by number, state the scriveners' error, and indicate the corrective language which was intended. The City Clerk shall file such affidavit with the original ordinance and, if the ordinances are codified, initiate an editorial amendment to the code of ordinances to reflect the correction of the scriveners' error.

**SECTION VII.** This Ordinance shall become effective upon adoption.

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF BONIFAY, FLORIDA, ON THE 18th DAY OF FEBRUARY, 2025.**

CITY OF BONIFAY, FLORIDA

ATTEST:

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

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

## PROPERTY MAINTENANCE AND HOUSING STANDARDS

### ARTICLE I. DEFINITIONS

#### 1.1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Cover* means any device, equipment, container, close-fitting tarpaulin, chain, rope, wire, or line used on vehicles to prevent any part of a vehicle load to shift, blow, leak, fall or escape in any manner from the vehicle.

*Developed* means any lot, tract, or parcel which currently has a structure or structures upon said property or an approved parking lot which meets the requirements of city code.

*Enforcement agency* means the City of Bonifay Police Department, and designee, to include code inspectors.

*Front yard* means Any lot line that abuts a public right-of-way.

*Graffiti* means unauthorized writings, drawings, inscriptions, figures or marks of paint, ink, chalk, dye, or other similar substances on public or private buildings, structures, or places, regardless of the content or the nature of materials, not approved by the city.

*Hazardous trees* means a tree is considered hazardous if it has defects, is diseased or is dying, that may cause the tree to fall on the right-of-way, adjacent property resulting in property damage, personal injury, or death.

*Litter* means refuse and rubbish, including, but not limited to, paper, bottles, cans, glass, crockery, scrap metals, plastic, rubber, yard trash, tar paper, lumber, masonry, concrete, drywall, packaging and crating materials, tree, and shrub trimmings, leaves and disposable packages and containers.

*Nuisance* means an unlawful act, or omission of the performance of a duty, or the suffering or permitting any condition or thing to be or to exist, which act, omission, condition, or thing either:

- (1) Injures or endangers the comfort, repose, health, or safety of others;
- (2) Offends decency;
- (3) Is offensive to the senses;
- (4) Unlawfully interferes with, obstructs, or tends to obstruct or renders dangerous for passage any public or private street, highway, sidewalk, stream, ditch, or drainage;
- (5) In any way renders other persons insecure in life or the use of property;
- (6) Essentially interferes with the comfortable enjoyment of life and property, or tends to depreciate the value of the property of others;
- (7) Is declared by ordinance to be a nuisance; or
- (8) Is declared by state law to be a nuisance or public nuisance.

*Preserve areas* means vegetative areas required to be preserved by law.

*Property owner* means the owner of any lot, tract, or parcel as listed in the current Holmes County tax and/or property appraiser records.

*Public right-of-way* means the paved and unpaved area of a highway, roadway, street or alley, or other such strip of land, reserved for public use, whether established by prescription, easement, dedication, gift, purchase, eminent domain, or any other legal means.

*Rear yard* means any lot line that is not a front or side lot line.

*Recreational vehicle* means any vehicle used for recreational purposes such as, over-sized vehicles, travel trailers, camping trailers, motorhomes, private motor coaches, any vehicle designed as temporary living quarters for recreational, camping, or travel use which either has its own mode of power or is mounted on or drawn by another vehicle, van conversions, park trailers, fifth-wheel trailers, and other similar type vehicles.

*Salvaging* means the controlled removal of valuable or useful material from solid waste for utilization.

*Side yard* means any lot line that intersects a front lot line.

*Special magistrate* means the person who is a licensed attorney and a member of the Florida Bar appointed by the City Council of the City of Bonifay to have the same status as a code enforcement board pursuant to Chapter 162, Florida Statutes. The special magistrate has the authority to subpoena witnesses and records, order rulings on violations, assess fines and order liens to be placed upon property.

*Storage* means the interim containment of litter in an approved manner, such as by use of roll-off containers, wire fencing, wood fencing or other controlled measures, after generation and prior to proper and final disposal.

*Unauthorized accumulation* means the accumulation of litter on residential or commercial properties in violation of any of the provisions of this division. This shall not include building materials used in constructing or repairing a building or stored for future construction or repairs.

*Weeds* means plants that by reason of abandonment, lack of care or lack of maintenance choke outgrowth, or other plant material in the area. Dead, dying, or unattended plant life, named or unnamed, which is abandoned or overgrown to a height more than 12 inches in height shall, for the purpose of this code, be defined as a weed unless it is pristine.

*Written corrective notice* means a written statement issued to the violator of any of the provisions of this division, or an, identifying and specifying the violation, the date of issuance, the corrective measures to be taken and the date by which the correction is to be completed.

## **ARTICLE II. ENFORCEMENT; PENALTIES; ABATEMENT; NUISANCE CORRECTION**

### **2.1. General.**

Unless stated otherwise, violations of this chapter are punishable as provided for in article II. Imposition of the penalty provided in this section shall not prohibit a court from imposing civil penalties for violations of any of the provisions of this chapter, including, but not limited to, picking up litter or performing other labor commensurate with the offense committed.

### **2.2. Enforcement authority.**

The City of Bonifay Police Department and the Holmes County Sheriff's Department, if designated by the City Council to provide law enforcement within the City of Bonifay, and the persons appointed by the Bonifay Police Department and Holmes County Sheriff's Department as code inspectors, shall enforce this chapter. Police officers are hereby authorized to issue citations, court summonses, to make arrests, and to issue written corrective notices, to persons violating this chapter. Code inspectors, including law enforcement officers designated by the Bonifay Police Department and Holmes County Sheriff's Department, are hereby authorized to issue written corrective notices and citations, in accordance with this ordinance and Chapter 162, Florida Statutes.

### **2.3. Right of entry by city to abate nuisance.**

Code inspectors, and other persons authorized by the Mayor, shall have the right to enter upon real property, and shall be immune from prosecution, civil or criminal, for trespassing upon such real property, in the discharge of the duties in removing, terminating, or abating a public nuisance as described in this Code.



## **2.4. Illegal litter prosecution.**

Violation of any of the provisions of this chapter shall be initiated by the enforcement agency who witnesses such offense or has sufficient probable cause to believe that such offense has been committed, or who discovers an article of litter bearing the name or address of a person on the property of another, or on any public property. It shall be presumed that any article of litter discovered, is the property of such person whose name or address appears thereon, and that such person placed, or caused to be placed such article of litter on the property of another or public property. This presumption is based on the tenet that all generators of such litter are responsible for such litter until such time as it has been properly disposed of.

## **2.5. Corrective notice, citations, to abate nuisances.**

Whenever the code enforcement inspectors, the building official, or any other authorized designee becomes aware of, or finds that any nuisance condition exists, it shall be their duty to immediately give written notice to the owner of the property. The notice shall be mailed by certified mail in accordance with Section 162.12, Florida Statutes, by personal service, or by posting such notice on the property, directing such person to remove, terminate and abate such public nuisance within the time specified in the notice, with the time for compliance beginning on the date of the mailing, personal delivery, or posting as the case may be. The written notice shall include a sufficient description to identify the property upon which the public nuisance exists, a description of the public nuisance to be terminated, and a statement notifying the owner that if the property remains in violation after the specified time frame, a citation may be issued, a notice to appear may be issued, a public hearing before the special magistrate may be held, or the city will cause the nuisance to be abated and all costs, fees including administrative costs, and the city shall cause a lien to be placed on the property for all such costs. If the certified mailing is not signed for by the property owner, or if the property is unoccupied, or vacant, then posting of the notice upon the property shall constitute sufficient notice to the owner, and no additional notice shall be required for any action pursuant to this chapter. All citations, notices, and court summons issued, shall be maintained by the issuing authority for public inspection during normal office hours.

## **2.6. Remedy for noncompliance with corrective notice.**

If a person served with a corrective notice fails to comply with the notice within the period stipulated, the council may cause the property to be cleaned up and the nuisance abated. The cost for such cleanup shall be billed and mailed via certified mail to the last known address of such owner. If such bill is not paid within 30 days from the mailing date, the city shall cause a lien to be placed on the property for the amount expended on the nuisance abatement, including administrative costs, which amount shall accrue interest at the applicable prejudgment interest rate until the lien is satisfied. The lien shall contain the authority for the lien imposition; a description of the subject real property sufficient to described the real property to others in the public records; the name of each title holder of record as of the date the lien is prepared, according to the records of the county property appraiser; and the amount of the lien itemized as to charges and costs.

## **2.7. City clerk duties.**

The city clerk shall:

- (1) Cause a copy of the lien to be entered in a book, which shall be prepared and kept for that purpose by the city clerk. The book shall show the title holder of record, the amount of such cost, the date of completion of the work and a legal description of the property upon which the lien is placed. A certified copy of the lien shall be recorded in the official records of the county; and the original of the lien shall be kept on file as a public record in the office of the city clerk.

- (2) Upon entry of the copy of the lien into the lien book, cause a copy of the lien to be sent by certified mail, return receipt requested, to each title holder of record according to the records of the county property appraiser on the date the notice was mailed.

## **2.8. Finality and priority of lien.**

The lien shall be effective and final against the real property upon which the work has been done from the time of entry of the copy of the lien into the lien book. Liens in the lien book shall take priority as of the time of the entry therein. With respect to liens recoded in the official records of Holmes County, lien priority shall be based on the time of recording unless otherwise required by applicable statutes.

## **2.9. Payment and enforcement of lien.**

Each of the liens provided for in this action may be paid within 90 days after the publication of the notice of assessment and lien without interest. Thereafter, the lien, including administrative costs and the cost of the publication of the notice of assessment and lien, together with interest at the applicable statutory rate for judgment as established in F.S. § 55.03, and the costs of collection, including attorney's and court costs, shall be a lien against the property and shall be collected and enforceable in the same manner as is provided by law for the enforcement of other taxes levied upon the property.

## **2.10. Rates and charges.**

The Mayor or designee shall cause to be prepared a current schedule of rates, charges and costs that may be assessed by the city using its own equipment and personnel for abatement of public nuisances, as provided in this chapter, and shall file such schedule with the city clerk.

## **2.11. Judicial proceedings for nuisance abatement.**

Whenever, in the judgment of the Mayor, it is necessary for the city to obtain the assistance of the courts to remove, terminate or abate a public nuisance, and in all cases in which the person in possession of the property involved has refused code inspectors entry upon such property, the Mayor shall request that the council commence and maintain all necessary actions in a court of competent jurisdiction to assist the city in carrying out its responsibilities under this chapter. Such actions may encompass any or all the following proceedings:

- (1) An application for an injunction or restraining order, whether temporary or permanent, to prevent a person from maintaining or continuing to maintain any of the conditions declared in this chapter to be public nuisances, or to compel a person to remove, terminate or abate a public nuisance as provided in this chapter or to compel the performance of any act specifically required of a person to remove, terminate, or abate a public nuisance; or
- (2) To empower the code inspectors or designee to enter upon any property whereon a public nuisance exists or is maintained for the purpose of removing, terminating, or abating such nuisance and to prevent the person in possession of such property from interfering with the code inspectors or designee while exercising this power in accordance with the court's order.

## **2.12. Judicial proceedings as last resort.**

The judicial remedies authorized to be sought by this section are in addition to the power of the city to terminate public nuisances granted in this chapter. The Mayor, code inspectors or designee shall, as much as possible, terminate public nuisances without recourse to the courts.

### **2.13. Contractor as city's agent.**

Whenever the city has contracted with a private contractor to terminate a public nuisance, as provided in this chapter, the remedies authorized in this chapter to be sought for the Mayor, code inspectors or designee and the city may be sought by the Mayor, code inspectors or designee on behalf of the private contractor, to the extent that they are necessary to enable the private contractor to terminate the public nuisance.

## ***ARTICLE III. DECLARATION OF GENERAL NUISANCE***

### **3.1. Purpose.**

The purpose of this article is to establish minimum standards for the maintenance, upkeep, and appearance of improved or unimproved premises; to minimize impacts of construction; and to provide a just, equitable and practicable method to preclude:

- (1) Residential and commercial buildings, structures, and premises from causing and/or endangering the life, limb, health, property, safety, or welfare of the public or theirs;
- (2) Diminished property values; or
- (3) Detracting from the appropriate appearance of the residential area, by way of example:
  - a. Failure to remove abandoned property, litter, or debris; or
  - b. Failure to cut and/or remove the accumulation of weeds, grass, or uncultivated vegetation.

### **3.2. Property nuisances prohibited.**

No person shall cause, permit, allow or suffer any of the conditions described in this section to occur or exist upon any lot, tract or parcel of land, improved or unimproved, or in any building thereon, in the city, to an extent and in a manner that such lot, tract or parcel of land or building is or may reasonably become infested with or inhabited by rodents, vermin, reptiles or wild animals, or may furnish a breeding place for mosquitoes, vermin or reptiles, or may threaten or endanger the public health, safety or welfare or where the condition of the unmaintained property will negatively impact the peaceful use or value of surrounding properties. Such conditions are hereby declared to be public nuisances and may be abated as such.

### **3.3. Nuisance conditions.**

A public nuisance includes, but is not limited to, the following actions or omissions:

- (1) Failure to maintain property in accordance with the standards set forth in this section or Code in general.
- (2) Accumulation or open storage of trash, debris, garbage, bottles, paper, cans, rags, dead plants, or trees, dead or decayed animal matter, fruit, vegetables, offal, tools, equipment, lawn and garden products, buckets, containers, appliances, household furniture, bricks, concrete, scrap lumber or any other refuse of any nature.
- (3) Any condition that provides harborage for rats, mice, snakes, other vermin, or pests except on pristine lots and in preserve areas.
- (4) Any building or structure which does not meet the requirements of the Code and is in such a dilapidated condition that it is unfit for human habitation or kept in such a structurally unsafe or

unsanitary condition that is a menace to the health of people residing in the vicinity thereof or presents a fire hazard to the vicinity in which it is located.

- (5) All unnecessary or unauthorized noises and annoying vibrations, including animal noises, generators, and activities not germane to the zoning district.
- (6) All disagreeable or obnoxious odors and stench, as well as the conditions, substances or other causes which give rise to the emission or generation of such odors and stench.
- (7) Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.
- (8) Any condition constituting a fire hazard.
- (9) Any worn-out, scrapped, partially dismantled, non-operative, unusable, or discarded materials or objects, such as motor vehicles or parts thereof, building materials, machinery, boats, or part thereof, trailers, or other such items.
- (10) The storage of any vehicle or boat, or parts thereof, without a valid current license plate or other registration certificate, showing said vehicle or part thereof to be titled in the name of the owner or occupier of the property upon which said vehicle or part thereof is located. Failure to have such license or other registration certificate specifically attached to the vehicle or part thereof shall be prima facie evidence that said property is worn-out, scrapped, non-operative, unusable, or discarded, as provided in this chapter.
- (11) Grass, weeds, and uncultivated vegetation: All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on improved property, including the area between the edge of the pavement in the street and the lot line.

### **3.4. Duty of property owner.**

It shall be the duty of the owners, or other persons in control of property within the city to maintain their lot, tract or parcel and the abutting right-of-way but not including that area which is paved as roadway consistent with the standards set out in this title.

### **3.5. Duties for developed, undeveloped property.**

The owner, or person in charge or control of the property, developed or undeveloped, within the city shall cut down and remove all weeds, grass, and undergrowth on said property when said weeds, grass, or undergrowth exceeds 12 inches in height. Said vegetative material growing in the abutting right-of-way shall not exceed 12 inches in height for both developed and undeveloped properties.

### **3.6. General standards.**

- (a) All vacant lots shall be free from potential fire hazards, to include but not be limited to dead trees, loose branches, and palm fronds.
- (b) All vacant lots, including the area between the edge of pavement in the street and the lot line, shall be kept free from dry vegetation, accumulation of weeds, grass, and uncultivated vegetation:
  - (1) Which present a visual blight upon neighborhoods;
  - (2) Which may harbor insect or rodent infestations;
  - (3) Which may likely become a fire hazard;
  - (4) Which result in a condition which may threaten the health and safety or the economic welfare of abutting or adjacent property owners; or

- (5) All grasses or weeds, and uncultivated vegetation, shall not exceed 12 inches in height on vacant lots including the area between the edge of the pavement in the street and the lot line.
- (c) Motor vehicles are prohibited from parking on or driving across any portion of a vacant lot, except for:
  - (1) Areas designated and approved by the Mayor or designee; and
  - (2) Where the owner of the vacant lot has given written permission to the vehicle owner or operator. This provision does not authorize inoperable vehicles, or vehicles or trailers without current registrations and current license plates, to be parked on a vacant lot.

### **3.7. Preserve areas.**

In preserve areas all maintenance requirements shall be determined by the department of environmental protection, except that the entire property shall be kept free of trash, debris, and litter.

### **3.8. Landscape materials.**

Landscape materials shall be maintained reasonably free of weeds and foreign matter and shall always be kept in reasonably healthy conditions. All dead material shall be removed. Hazardous trees that potentially may fall on adjacent properties or rights-of-way shall be removed.

## ***ARTICLE IV. GRAFFITI NUISANCE.***

### **4.1. Graffiti nuisance.**

It shall be prohibited for any person to write, paint, inscribe, scratch, scrawl, spray, place or draw graffiti of any type on any public or private building, structure or any other real or personal property.

- (1) It shall be prohibited for any person owning property, acting as manager or for the owner of the property, or in possession or control of the property to fail to remove or effectively obscure any graffiti upon any public or private building, structure or any other real or personal property.
- (2) This section shall not be construed to prohibit temporary, easily removable chalk or other water-soluble markings on public or private sidewalks, streets or other paved surfaces which are used in connection with:
  - a. Traditional children's activities such as drawing, creating bases or a playing field for games such as stickball, kickball or handball, hopscotch, and similar activities, and any lawful business or public purpose or activity.
  - b. Any lawful business or public purpose or activity.

## ***ARTICLE V. CONSTRUCTION SITE MAINTENANCE***

### **5.1. Development activity, grading or excavating of land.**

Development activity, grading or excavating of land, must receive prior approval before construction activity can proceed.

## **5.2. Waste.**

All construction and demolition contractors, and owners shall provide onsite control measures for the storage of loose debris, paper, tar paper, packaging and crating materials and other litter to prevent wind-driven scattering of such materials if the materials are otherwise not properly disposed of daily. All litter, tarpaper, packaging and crating materials and similar materials shall be removed within 30 days after the completion of the construction or demolition. In the event of a failure to control construction debris resulting in litter, the enforcement authority may provide a written citation to the permit holder, property owner or both.

## **5.3. Erosion and sediment control, landscape maintenance, shrubbery, plants, and ground cover.**

All premises shall be maintained in a condition to prevent erosion of soil by:

- (1) Landscaping with grass, trees, shrubs, other planted ground cover, silt fencing.
- (2) Such other suitable means as shall be approved by the building official.
- (3) Where landscape plans have been specifically incorporated and approved in a development plan, the landscape areas shall be maintained in a manner equal to the original landscaping approval.
- (4) Failure to maintain erosion and sediment control may result in a written citation to the permit holder, the property owner, or both.

## **5.4. Draining; re-grading; fill required.**

Any lot, tract, or parcel, including swimming pools thereon, which shall be unwholesome or unsanitary, have stagnant water standing thereon, or be in such other condition as to be susceptible to producing disease shall be drained, re-graded or filled by the owner in a manner approved by the city.

## **5.5. Clay pits; storm water ponds; caves; depressions.**

The owner, lessor, or occupant of any real property in the city wherein there exists any clay pit, storm water ponds, cave, or other depression, so located and of such depth that a child might conceivably be drowned therein when such depression is filled with rainwater or other liquid, shall enclose the depression with a fence of a height of six feet or more, with a vertical mesh spacing not to exceed two inches. The enclosure shall be of such construction as not to be penetrable without the aid of tools or another mechanical device. The existence of any such depression not so protected is hereby declared to be a dangerous and attractive nuisance.

# **ARTICLE VI. LITTER CONTROL**

## **6.1. Areas to be free of trash and debris.**

The property, and right-of-way adjoining such property shall be kept free of trash, debris, and litter by the property owner whose property adjoins the sidewalk and right-of-way. Sidewalks shall be kept free of trash, debris, or litter. Bushes, trees, and other vegetative matter shall not obstruct the public sidewalk or obstruct motorist's vision. Irrigation systems shall not overspray the public sidewalk.

## **6.2. Storage of litter.**

- (a) All commercial businesses shall store litter in containers to eliminate wind-driven debris. The number and size of receptacles for each commercial business shall be that number required to maintain a clean, neat, and sanitary premises. Spillage and overflow of litter around containers is a violation.
- (b) Commercial businesses shall provide and maintain litter containers adequate to contain litter generated from such business at its loading and unloading zones.
- (c) Commercial businesses open to the public shall provide and maintain containers adequate to contain litter generated from such business.
- (d) Every person in possession or in control of any place, public or private, where litter is accumulated or generated shall provide and maintain adequate and suitable containers capable of holding such litter until proper final disposal is accomplished.
- (e) Any accumulation of litter in or upon any property, vacant or improved, is deemed a nuisance, and is prohibited. Failure to remove the accumulation by the property owner, tenant, manager, or other person who owns, maintains, or controls any premises or portion thereof, whether improved or unimproved, is a violation.

## **6.3. Unauthorized disposal.**

No private property owner, tenant, or occupant shall grant permission to any person to dispose of litter on the property in any manner other than in permitted disposal sites.

## **6.4. Disposal of litter required.**

Whoever generates litter in the city shall manage, store, handle, transport and dispose of it in accordance with the provisions of this Code.

No person shall throw, discard, place, drop, or deposit litter in any manner or amount in or upon any public property, private property, highway, street, right-of-way, or body of water within the limits of the city, except in such containers specifically provided and designated for the disposal of litter, is a violation. Litter strewn by a pedestrian except at approved and permitted disposal sites is a violation. Litter ejected or discarded from a motor vehicle except at approved and permitted disposal sites is a violation.

## **6.5. Materials, objects blown from vehicles.**

An owner, or driver of a vehicle, from which any materials or objects have fallen, blown, leaked, sifted, or otherwise escaped, shall immediately cause the materials or objects on public property or private property to be cleaned up and shall pay any costs.

## **6.6. Litter at commercial, public establishments.**

The owners and operators of commercial establishments shall store their litter in a controlled manner to eliminate wind-driven debris and litter in and about their establishments, to include but not be limited to the following requirements:

- (1) The number and size of containers necessary for each commercial establishment shall be required to control all waste generated on the premises.
- (2) Spillage and overflow around containers shall immediately be cleaned up by the generator thereof as it occurs.

- (3) All commercial establishments shall provide adequate receptacles in the loading and unloading areas to store loose debris, paper, cardboard, packaging materials and similar materials.
- (4) Every person owning or operating a public establishment, or public place, shall have adequate receptacles available to contain litter generated.
- (5) Every person in possession, in charge of, or in control of any place, public or private, where litter is accumulated or generated, shall always maintain litter in adequate and suitable receptacles and/or containers capable of holding such materials until proper final disposal is accomplished.
- (6) No person shall keep an accumulation of litter on any property, vacant or occupied, on any premises, public street, alley, public or private.

### **6.7. Responsibility for surrounding areas.**

Each owner, or operator of any business, industry, or institution, private or public, profit or nonprofit, shall keep the adjacent and surrounding areas clean of wind-driven litter generated from such business, industry, or institution. These areas include public property, roads, rights-of-way, grounds, parking lots, loading, and unloading areas and vacant lots owned or leased by such business, industry, or institution.

### **6.8. Property exteriors.**

- (a) Property exteriors shall be free of trash, litter, debris, packing boxes, lumber, construction material, solid waste, horticulture debris, salvage materials, appliances, machinery, equipment, and any furniture, excluding furniture specifically designed for outdoor use. Failure to maintain the premises in a clean, safe, and sanitary condition is a violation. The owner and operator shall keep that part of the exterior property subject to its control or occupancy in a clean and sanitary condition.
- (b) No owner, operator, or tenant shall maintain premises, private or open to the public, upon which litter is permitted, caused, allowed or existing in any manner as to be a sanitary nuisance.

## **ARTICLE VII. VEHICLE STORAGE**

### **7.1. Outside storage of recreational vehicles.**

- (a) Recreational vehicles shall not be lived in, slept in, or otherwise used as a residence or for residential or commercial purposes to include storage, except as provided in section 7.2, Temporary use of recreational vehicles.
- (b) Recreational vehicles shall not be connected to any water or sanitary sewer line, or utility apparatus, except as provided in section 7.2, Temporary use of recreational vehicles.
- (c) One recreational vehicle may be stored on a parcel in a single-family dwelling district, provided that any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code, and a permit is obtained for such connection.

### **7.2. Temporary use of recreational vehicles.**

- (a) The parcel must be located within a single-family dwelling district.
- (b) Prior to the occupancy of a recreational vehicle, a temporary use permit, which allows the recreational vehicle to be temporarily used in a residential capacity, must be obtained from the city.



- (c) The temporary use permit is valid for 180 consecutive days, however, if the continuation of the construction elements is necessary for the structure to return to acceptable condition and there is a valid, open building permit for the construction activities, the temporary use of the vehicle may be continued via new permit or an extension of permit for an extension period of 90 days.
- (d) The recreational vehicle shall be fully licensed and ready for highway use.
- (e) Any electrical service connection to a recreational vehicle shall be done in a lawful, safe, and secure manner in accordance with the manufacturer's specifications and applicable Florida Building Code.
- (f) Any potable water connection to a recreational vehicle must be completed under the regulations and inspection of the city and must have the required backflow protection device installed prior to use.
- (g) Recreational vehicles must be pumped out by a Florida licensed and bonded wastewater hauler or taken to a fully licensed wastewater receiving station. Under no circumstance, shall connection be made to any sanitary sewer service or any disposal of wastewater be disposed of in a manner inconsistent with city code and Florida law.
- (h) The provisions of this section are not intended to, nor shall they be interpreted as in any way preempting the requirements of any private agreement and/or covenant.

### **7.3. Recreational vehicle placement.**

Recreational vehicles may be placed in the side and rear yards. Recreational vehicles are prohibited from being placed in the front yard.

## **ARTICLE VIII. PROPERTY MAINTENANCE**

### **8.1. General provisions.**

All premises shall be maintained in compliance with the standards in this section.

- (a) *Maintenance.* Equipment, systems, devices, and safeguards required by this chapter or a prior code under which the structure or premises was constructed, altered, or repaired shall be maintained in good working order. The requirements of this chapter are not intended to provide the basis for removal or abrogation of fire protection or safety systems and devices in existing structures. Except as otherwise specified herein, the owner shall be responsible for the maintenance of buildings, structures, and premises.
- (b) *Existing remedies.* The provisions in this chapter shall not be construed to abolish or impair other remedies of any local, state or federal jurisdiction or its officers or agencies relating to the removal or demolition of any structure.
- (c) *Requirements not covered by this chapter.* The building official shall determine requirements necessary for the strength, stability or proper operation and general conditions acceptable for an existing fixture, structure or equipment not specifically covered by this chapter.
- (d) *Deviation from chapter.* Where practical difficulties are prohibitive in carrying out the provisions of this chapter, the building official has the authority to grant modifications for individual cases. The modification must comply with the intent and purpose of this chapter and shall not lessen health, life, and fire safety requirements. The basis for granting modifications shall be recorded and entered in the department files.
- (e) *Compliance.* It shall be the duty of every owner and operator of improved or unimproved property within the city to comply with the requirements set forth in this chapter. No permit or certificate of occupancy shall be issued unless there is compliance with all applicable sections of this chapter. No premises or building, or combination, shall be used in a manner inconsistent with or in conflict with the requirements of this chapter.

- (f) *Conflict with other codes.* The provisions of this chapter shall apply to all buildings, structures or premises in existence or built within the city limits or annexed therein. Where the provisions of this chapter impose a standard different than that set forth in any other ordinance of the city or under the laws of the state, the most restrictive standard shall prevail.
- (g) *Building permits.* Prior to commencing work to correct a violation as described in section 8.2 below, a building permit, or approval from the building official is required. Failure to obtain a building permit is punishable by F.S. ch. 553 in addition to city code.

## 8.2. Standards for improved property.

- (a) *Foundation.* The building foundation system shall be adequately maintained and capable of supporting the load for which it was designed.
- (b) Wood supports shall be sound and free from insect infestation and rot.
- (c) Metal supports and connections shall be free from rust and the equivalent of new supports.
- (d) Skirting shall be maintained free from broken or missing sections, pieces, or cross members. Skirting shall be securely attached and sized from the ground to the lower outside perimeter of the structure.
- (e) *Exterior walls.* Exterior walls of buildings shall be:
  - (1) Maintained free from holes, breaks, and loose or rotting materials; and
  - (2) Maintained, weatherproofed and surfaces properly coated as needed to prevent deterioration. Decorative features such as cornices, belt courses, corbels, trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage. Any graffiti shall be removed or repainted to match existing surfaces.
- (f) *Windows.*
  - (1) Every window shall be maintained in sound working condition and good repair to be substantially weather-tight and rodent-proof.
  - (2) Openings originally designed as windows shall be maintained as windows unless approved by the building official for enclosure. The enclosure of a window shall be by either bricking the opening, blocking the opening with concrete blocks, and stuccoing the exterior or boarding the opening. When boarding is used, it shall be of trim fit, sealed to prevent water intrusion, and painted or stained to conform to the other exterior portions of the building. The boarding shall not remain for a period of more than 90 days from the date of the initial violation. When an act of God, such as a hurricane or tornado, the city manager may extend the time as needed.
- (g) *Shutters.* All shutters shall be maintained in good repair and securely attached to a structure. Peeling paint or preservatives is prohibited.
- (h) *Exterior doors.* Every exterior door and hatchway or garage door shall be kept in sound working condition and good repair.
- (i) *Exterior doorframes and storefronts.* Exterior doorframes and storefronts shall be maintained in good condition. All moldings shall be securely attached to the structure and maintained in good condition without splitting or deterioration.
- (j) *Exterior surface treatment.* All exterior surfaces, including by way of example and not limitation, doors and window frames, cornices, porches, decks, trim, balconies, fences, and docks, shall be maintained in good condition. Exterior wood surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective treatment. Peeling paint is prohibited and surfaces shall be repainted. All metal surfaces shall be coated to inhibit rust and corrosion and all surfaces with rust or corrosion shall be stabilized and coated.

- (k) *Structural supports.* Every structural element of a dwelling shall be maintained in a structurally sound condition and shall not show evidence of deterioration that would make it incapable of carrying normal loads.
- (l) *Porches and balconies.* All exterior porches, balconies, stairs, and fire escapes shall include banisters or railings properly designed and maintained to minimize the hazard of falling and installed to withstand the loads prescribed by the Florida Building Code. All exterior porches, landings, balconies, stairs, and fire escapes shall be kept structurally sound, in good repair and free from defects. Paint and other finishes shall be in good condition.
- (m) *Stairs.* All stairs shall be maintained safe and free from tripping hazards. Treads shall be sound, without broken or chipped edges. Wooden stairs shall be free from decay or substantial wear that could cause a tripping hazard or have an unsightly appearance. Handrails and guardrails shall be maintained to withstand loads prescribed by the Florida Building Code.
- (n) *Roofs.* Roofs shall be maintained in a structurally sound and safe manner. Roofs shall be repaired using like materials to existing materials.
- (o) *Gutters and downspouts.* Gutters and downspouts shall be maintained in good repair, and securely installed. Water run-off shall be contained on the property and shall not run-off onto adjacent properties.
- (p) *Chimneys, flues, and vent attachments.* Chimneys, flues, and vent attachments shall be maintained in a structurally sound manner, free from defects to capably perform the functions for which they were designed.
- (q) *Overhang extensions.* All overhang extensions including, but not limited to canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and properly anchored to remain in sound condition. All exposed surfaces of metal or wood shall be protected from the elements, decay, or rust. For properties located in the downtown overlay district, any commercial awning in disrepair must be repaired to original condition. Awnings in this district may not be removed but must be repaired. In the event the original material cannot be located, the property owner must obtain a permit and replace with a similar product.
- (r) *Insect screens.* All windows and other outside openings required for ventilation of food preparation areas, food service areas, or any areas where products utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per 25 mm. Every swinging door shall have a self-closing device in good working condition.
- (s) *Accessory structures.* Garages, storage buildings and all other accessory structures shall be maintained and kept in good repair and sound structural condition.
- (t) *Swimming pools.* No person owning, operating, or having possession of any property within the city shall allow the accumulation of stagnant water. All swimming pools, spas, architectural pools, ponds, or bodies of water shall be properly maintained so as not to create a safety hazard or harbor insect infestation. Water shall not be allowed to stagnate or to become polluted. Pools and spas shall be kept in working order, and the water quality shall be such that it does not create a breeding ground for mosquitoes or other insects. Roofs or other structures, or improvements designed for the retention of water are exempt from this section but shall be subject to the design capabilities of a said roof, structure, or improvement or other governing codes.
- (u) *Rodent harborage.* All structures and exterior premises shall be kept free from rodent harborage and infestation. Where rodents are found, the owner shall promptly exterminate rodents through a process which will not be injurious to human health.
- (v) *Exterior lighting.* All outdoor lighting shall comply with the following:
  - (1) Non-vehicular light sources that shine into the eyes of drivers of vehicles or pedestrians which could impair safe traverse are prohibited.

- (2) All lighting shall be shielded and aimed at the owner's premises, or sidewalk and street abutting the premises.
- (w) *Fences and walls.* Fences and walls shall be maintained in a safe and structurally sound condition, in good repair with the surface coated or painted. Fences shall be free from loose or rotting materials. Metal fencing shall be free from rust or deterioration.
- (x) *Floors, interior walls, and ceilings.* All floors, interior walls and ceilings of every structure shall be maintained in a structurally sound manner and in a condition consistent with its use.

### 8.3. Accessory structures.

Garages, storage buildings and all other accessory structures shall be maintained in good repair and sound structural condition. Structures attached or unattached, to the principal structure, which are found by the building official to be structurally deficient, shall be repaired or demolished within the timeframe set by the building official. Maintenance of accessory structures shall comply with the following:

- (1) The exterior of the building and premises to include but not limited to parking areas and landscaped areas shall be maintained in a sound, clean and neat condition.
- (2) Signs shall be maintained in good condition. Where the sign structure remains, the sign faces are to be replaced with blank panels (permit required). The design and color are subject to approval by the building official.
- (3) All advertising structures, awnings and accompanying supporting members shall be maintained in good repair and shall not constitute a nuisance or safety hazard. Advertising structures or awnings not properly maintained in accordance with this subsection shall be removed. Awnings or marquees made of cloth, plastic or a similar material shall not show evidence of tearing, ripping or holes. Upon removal of an advertising structure, such as a sign, all supporting members shall be removed. Awnings must be repaired or replaced to original condition. Where supporting members have been left from sign removal prior to adoption of the ordinance from which this chapter is derived, such supporting members shall be removed within three months of the effective date of such ordinance. Nothing in this subsection shall be construed to authorize any encroachments on streets, sidewalks, or other parts of the public right-of-way.
- (4) Where parking areas are to be barricaded to prohibit vehicular travel, it shall be accomplished by installation of parking bumpers pinned to the pavement.

### 8.4. Responsibilities of owner and operator.

It shall be the duty and responsibility of the operator and the owner to ensure compliance with the following:

- (1) All parts of the premises under the control of the owner or operator shall be maintained in a safe and sanitary condition consistent with the business use.
- (2) The owner or operator shall not perform any acts:
  - a. Which render other parts of the premises unsafe or unsanitary;
  - b. Which obstruct any adjacent owner or operator from performing any duty required or maintaining the premises in a safe and sanitary condition.
- (3) Every owner or operator shall eliminate infestation of rodents or insects in and on the premises subject to the owner's or operator's control.
- (4) Every owner or operator shall maintain all plumbing fixtures in a safe and sanitary condition.

- (5) Upon learning of a defect or inoperable status of any facility, utility or equipment required under this chapter, which is the owner's responsibility, the operator shall provide written notice to the owner.

( Ord. No. 1813 , § 2, 4-26-21)

## 8.5 General maintenance.

- (a) *Nuisances and hazards.* Premises shall be maintained free of nuisances and any hazards to the safety of the customers or persons utilizing the premises or to pedestrians passing by.
- (b) *Walls exposed because of demolition.* Where a wall of a building is exposed because of demolition, the owner of the building shall have the wall with its doors, windows, vents, or other similar openings closed with material of the type composing the wall. No protrusions or loose material shall be in the wall. The exposed wall shall be painted, stucco or bricked, and weatherproofed, if necessary, based on construction material, to prevent deterioration of the wall.
- (c) *Storage of flammable or combustible materials.* There shall be no storage or accumulation of flammable or combustible liquids or other materials on the premises and only in such quantities prescribed by the regulations.
- (d) *Abandoned curb cuts.* Where curb cuts are abandoned due to new construction or change of access by the owner, the curb cut shall be closed and replaced with curb and gutter design to match original.
- (e) *Sidewalks or curbs damaged by delivery vehicles.* Damage to public sidewalks or curb and gutter located in the public right-of-way shall be repaired or replaced by the owner at no expense to the city when such damage is caused by vehicles making deliveries to the commercial premises.

## 8.6. Applicability of standards to vacant buildings; securing vacant buildings.

The provisions of this chapter that apply to the exterior premises include vacant structures. Vacant structures are not required to comply with the interior requirements of this chapter. All vacant structures shall be secured to prevent the entry of unauthorized persons or the formation of nuisance conditions. Securing a vacant structure may include boarding of the building, for a limited time not to exceed 90 days. If required by the building official, windows and doors shall be boarded by the owner and the boarding shall be maintained to keep the building secured. The design and color of boarding is subject to approval by the building official and shall be designed so that the building does not appear to be abandoned.

## 8.7. Unsightly conditions.

The following conditions are hereby deemed to be unsightly conditions and are prohibited. The following conditions are prohibited on any premises in the city:

- (1) Structures that are:
  - a. Partially destroyed;
  - b. Left in a state of disrepair; or
  - c. Left in a state of partial construction beyond the valid timeframe of the permit.
- (2) Abandoned or broken equipment; broken or discarded furniture and household appliances in visible yard areas.
- (3) Building exteriors in a condition of deterioration or disrepair such that the condition causes measurable diminution of surrounding property values.
- (4) Garbage and trash containers stored in a manner visible from the street.

- (5) Prior to issuance of a demolition permit for a building where commercial activity is a permitted use, performance bond or equivalent security shall be filed with the city, or a letter of credit may be submitted to the city manager for approval, in the amount defined below.
  - a. *Total demolition.* The amount to demolish the building, and remove all debris from the site, and disposal cost for the debris and grading the lot in compliance with the land development code; or
  - b. *Partial demolition.* The amount to demolish the building, and remove all debris from the site, and disposal cost for the debris, grading the lot and the cost of additional construction or reconstruction so the exterior of any partially demolished building or building abutting an adjacent building that results in repair or reconstruction complies with this chapter and the Florida Building Code, as amended.
- (g) Where buildings in any zoning district are destroyed by fire, disaster or other acts of God, the requirements of this section and the land development code shall apply.

## **ARTICLE IX. SPECIAL MAGISTRATE**

### **9.1. Purpose.**

The purpose of this article is to create the position of special magistrate with authority to impose administrative fines and other noncriminal penalties to promote, protect, and improve the health, safety, morals, and welfare of the city and to provide an equitable, expeditious, effective and an inexpensive method of enforcing city codes and ordinances where a pending or repeated violation exists or continues to exist. The special magistrate is authorized pursuant to Chapter 162, Florida Statutes, and other applicable law.

### **9.2. Definitions.**

The following terms shall have the meanings set forth in this division unless the context clearly indicates otherwise:

*City attorney* means the legal counselor or advisor to the city as appointed from time to time by the city council, who shall be legal counsel to the code enforcement officer ("CEO") and shall advise the CEO accordingly concerning the officer's duties, powers, jurisdiction, and authority. The city attorney shall not advise the CEO and the special magistrate simultaneously.

*City council* means the elected governing and legislative body of the city.

*Code enforcement officer* means any authorized agent or employee of the city whose duty it is to enforce codes and ordinances enacted by the city, and who has received appropriate training as determined by the city. This shall include, but not be limited to, code inspectors, including law enforcement officers, and municipal fire safety inspectors as defined in F.S. ch. 633. Designation of a code enforcement officer and appropriate training for such officer shall be determined by the Mayor.

*Special magistrate* means a special magistrate appointed under this chapter.

### **9.3. Creation and appointment of special magistrates; jurisdiction; powers.**

- (a) Pursuant to F.S. ch. 162, there is hereby created the position of special magistrate. The Mayor shall appoint at least one special magistrate to exercise the authority and powers set forth in this division. The Mayor may appoint up to three special magistrates. Appointments shall be made based on experience or interest in code enforcement, and subject to the following requirements:

- (1) A special magistrate must be an attorney and a member in good standing with the Florida Bar;
- (2) A special magistrate shall possess knowledge and experience in local government law, judicial and administrative procedure, and rules of evidence;
- (3) A special magistrate shall not be a city employee;
- (4) A special magistrate shall serve a term of two years, and may be reappointed for succeeding terms; and

The Mayor may suspend or remove a special magistrate at any time, with or without cause, based on the needs of the city.

- (b) A special magistrate shall have jurisdiction to hear and decide cases in which violations are alleged of any provisions of city code, ordinances and state statutes authorizing hearings by special magistrates, except as specifically excluded herein.
- (c) Special magistrates are vested with all powers provided in F.S. ch. 162 and with the following specific powers, which shall not be construed as a limitation on available powers:
  - (1) Control proceedings before the special magistrate;
  - (2) Impose sanctions necessary to maintain dignity of the proceedings and to stop any activity which impedes or obstructs the administration of justice;
  - (3) Subpoena alleged violators and witnesses;
  - (4) Subpoena evidence;
  - (5) Administer and take testimony under oath;
  - (6) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance; and
  - (7) Make findings of fact based on the evidence in the record and state conclusions of law.

A special magistrate may request to have independent legal counsel to advise him or her, concerning the duties, powers, jurisdiction, and authority of the office. The Mayor, with consent of the city council, may appoint independent legal counsel to advise the special magistrate.

#### **9.4. Enforcement procedure.**

- (a) It shall be the duty of the code enforcement officer to initiate enforcement proceedings of the various codes.
- (b) Except as provided in subsections (c) and (d), if a violation of the codes is found, the code enforcement officer shall notify the violator and give him or her a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the code enforcement officer shall notify a special magistrate and request a hearing. The special magistrate, through clerical staff provided by the city, shall schedule a hearing, and written notice of such hearing shall be hand delivered or mailed to the violator as provided in F.S. § 162.12. At the option of the special magistrate, notice may additionally be served by publication or posting as provided in F.S. § 162.12. If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the code enforcement officer, the case may be presented to the special magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.
- (c) If a repeat violation is found, the code enforcement officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The code enforcement officer, upon notifying the violator of a repeat violation, shall notify a special magistrate and request a hearing. The special magistrate, through clerical staff provided by the city, shall schedule a hearing and shall provide notice pursuant to F.S. § 162.12. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable

enforcement fees upon the repeat violator. The repeat violator may choose to waive his or her rights to this hearing and pay said costs as determined by the special magistrate.

- (d) If the code enforcement officer has reason to believe a violation or the condition causing the violation presents a serious threat to the public health, safety, and welfare or if the violation is irreparable or irreversible in nature, the code enforcement officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.
- (e) If the owner of property that is subject to an enforcement proceeding before a special magistrate or court transfers ownership of such property between the time the initial pleading was served and the time of the hearing, such owner shall:
  - (1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.
  - (2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code enforcement proceeding received by the transferor.
  - (3) Disclose, in writing, to the prospective transferee that the new owner will be responsible for compliance with the applicable code and with orders issued in the code enforcement proceeding.
  - (4) File a notice with the code enforcement officer of the transfer of the property, with the identity and address of the new owner and copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make the disclosures described in subsections (1), (2), and (3) before the transfer creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

- (f) In addition to the enforcement procedures set forth herein, the "Supplemental County or Municipal Code or Ordinance Enforcement Procedures" set forth in F.S. ch. 162, pt. II, and F.S. § 125.69, are hereby incorporated herein by reference.

### **9.5. Conduct of hearing.**

- (a) Upon request of a code enforcement officer, or at such other times as may be necessary, the special magistrate may call a hearing. Minutes shall be kept by city clerical staff of all hearings conducted by a special magistrate, and all hearings and proceedings shall be open to the public. The city shall provide clerical and administrative personnel as may be reasonably required by a special magistrate for the proper performance of his or her duties.
- (b) Each case before a special magistrate shall be presented by the code enforcement officer or by a member of the administrative staff of the city. If the city prevails in prosecuting a case before the special magistrate, it shall be entitled to recover all costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized under F.S. § 162.09(3).
- (c) A special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code enforcement officer and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings.
- (d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted to the special magistrate in this chapter. The order may include a notice that it must be complied with by a specified date and that a fine may be imposed and, under the conditions specified in F.S. § 162.09(1), the cost of repairs may be included along with the fine if the order is not complied with by said date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property,



and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. If an order is recorded in the public records and the order is complied with by the date specified in the order, the special magistrate shall issue an order acknowledging compliance that shall be recorded in the public records. A hearing is not required to issue such an order acknowledging compliance.

## **9.6. Administrative fines and penalties; costs of repair; liens.**

- (a) A special magistrate, upon notification by a code enforcement officer that an order of the special magistrate has not been complied with by the set time or upon finding that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the code enforcement officer. In addition, if the violation is a violation described in F.S. § 162.06(4), the special magistrate shall notify the city manager, which may make all reasonable repairs which are required to bring the property into compliance and charge the violator with the reasonable cost of the repairs along with the fine imposed pursuant to this section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this part, a hearing shall not be necessary for issuance of the order imposing the fine. If, after due notice and hearing, a special magistrate finds a violation to be irreparable or irreversible in nature, it may order the violator to pay a fine as specified in subsection (b)(1).
- (b) (1) A fine imposed pursuant to this section shall not exceed \$250.00 per day for a first violation and shall not exceed \$500.00 per day for a repeat violation, and, in addition, may include all costs of repairs pursuant to subsection (a). However, if a special magistrate finds the violation to be irreparable or irreversible in nature, he or she may impose a fine not to exceed \$5,000.00 per violation.
- (2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:
  - a. The gravity of the violation;
  - b. Any actions taken by the violator to correct the violation; and
  - c. Any previous violations committed by the violator.
- (3) A special magistrate may reduce a fine imposed pursuant to this section.
- (c) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first. A lien arising from a fine imposed pursuant to this section runs in favor of the city, which may execute a satisfaction or release of lien entered pursuant to this section. After three months from the filing of any such lien which remains unpaid, a special magistrate may authorize the city attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. No lien created pursuant to the provisions of this part may be foreclosed on real property which is a homestead under § 4, article X of the State Constitution. The money judgment provisions of this section shall not apply to real property or personal property which is covered under § 4(a), article X of the State Constitution.
- (d) Actions for money judgments under this division may be pursued only on fines or penalties levied after October 1, 2000.

- (e) The special magistrate shall have jurisdiction to assess a reasonable administrative fee to recoup the actual costs of notice, preparation, and presentation of alleged violations.

### **9.7. Appeals.**

An aggrieved party may appeal a final administrative order of a special magistrate to the circuit court as provided in F.S. § 162.11.

### **9.8. Notices.**

All notices required by this part must be provided to the alleged violator using any method authorized by F.S. § 162.12.

## ***Article X. CODE ENFORCEMENT CITATIONS***

### **10.1. Issuance of citation.**

An employee of the city who is duly authorized by the Mayor as a code enforcement officer or code inspector, and any law enforcement officer of the city, may issue a citation to a person to appear in county court of Holmes County, Florida when the officer upon personal investigation has reasonable cause to believe that the person has committed a civil infraction in violation of a city ordinance. Employees whom may be designated as code enforcement officers may include but are not limited to, code inspectors, law enforcement officers, public works inspectors, fire safety inspectors and zoning inspectors.

### **10.2. Notice of violation.**

Prior to issuing a citation, the code enforcement officer shall provide notice to the person that the person has committed a violation of a city ordinance and shall establish a reasonable period, not to exceed 30 days, within which the person must correct the violation. If, upon personal investigation, the code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation. A code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found. If the code enforcement officer has reason to believe the violation presents a serious threat to the public health, safety, or welfare or if the violation is irreparable or irreversible, the code enforcement officer does not have to provide a reasonable time period to correct the violation prior to issuing a citation.

### **10.3. Form of citation.**

A citation and notice to appear shall be in the form prescribed by the Mayor and when issued, shall constitute notice that an officer has probable cause to believe an infraction of city code has been committed and that the cause will be heard in the county court in and for the county. Exclusive jurisdiction and authority shall be in the county court to dispose of or make adjudication based upon a citation once it has been issued. A citation shall include the following:

- (1) The date and time of issuance.
- (2) The name and address of the person to whom the citation is issued.
- (3) The date and time the civil infraction was committed.
- (4) The facts constituting reasonable cause.

- (5) The number or section of the Code or ordinance violated.
- (6) The name and authority of the code enforcement officer.
- (7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
- (8) The applicable civil penalty if the person elects to contest the citation.
- (9) The applicable civil penalty if the person elects not to contest the citation.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

#### **10.4. Issuance of citation.**

For violation of any of the provisions of city code, the code enforcement office shall have the discretion to either issue a warning with no civil penalty, issue a citation for a fine in the amount as approved by the city council, or a notice to appear in court. Any person cited for violation of city code shall be deemed to be charged with a civil infraction and/or cited to appear in court.

#### **10.5. Payment of civil penalty.**

Any person cited with a violation of city code may pay the civil penalty within ten days of the date of receiving the citation. If the person cited follows the above procedure, he shall be deemed to have admitted the civil infraction and to have waived his right to a trial on the issue of commission of the violation.

- (1) If a person fails to pay the civil penalty within ten days of receipt of the citation, the clerk of the court shall issue a notice to appear. An additional amount shall be assessed as a late fee for each penalty paid after the initial ten-day period in accordance with the fee resolution as established by the city council.
- (2) If a person fails to pay the civil penalty or fails to appear in court to contest the citation, the court may issue an order to show cause upon the request of the municipality. This order shall require such person to appear before the court to explain why actions on the citation have not been taken. If any person who is issued such order fails to appear in response to the court's directive, that person shall be held in contempt of court.
- (3) Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.

#### **10.6. Filing of citation with county court.**

After issuing a citation to an alleged violator, a code enforcement officer shall deposit the original and one copy of the citation with the county court.

#### **10.7. Schedule of civil penalties.**

A person who receives a citation from a code enforcement officer for a violation of a city ordinance and who elects not to contest the citation shall be subject to a civil penalty in accordance with the fees set in the comprehensive fee schedule adopted by the city, but (a) in the absence of a fee schedule, or (b) if the fee schedule does not set forth a civil penalty for the specific violation cited, the fee shall be \$250.00 for a first offense and shall not exceed the maximum penalty set forth in Section 162.21, Florida Statutes, for a second offense and subsequent offense.

### **10.8. Judgment upon failure to contest citation.**

Any person who fails to pay the appropriate civil penalty with the time period allowed, or who fails to appear in county court to contest the citation, shall be deemed to have waived his right to contest the citation, and judgment may be entered against the person in an amount not to exceed the amount set in the comprehensive fee schedule, or in the absence of a fee schedule, the amounts set forth in Sec. 10.7.

### **10.9. Exceptions.**

The provisions of this section shall not apply to the enforcement, pursuant to F.S. §§ 553.79 and 553.80, of building codes adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued by the city. For purposes of this section, the term "building codes" means only those codes adopted pursuant to F.S. § 553.73.

### **10.10. Provisions supplemental.**

The provisions of this article are additional and supplemental means of enforcing city codes or ordinances. Nothing contained in this article shall prohibit the city from enforcing its codes or ordinances by any other means.

### **10.11. Separate offenses.**

In addition to the penalties provided in this article, any condition caused or permitted to exist in violation of any of the provisions of city code or any ordinance shall be deemed a public nuisance and may be, by the city, abated as provided by law, and each day that such condition continues shall be regarded as a new and separate offense.

### **10.12. Notice to appear.**

- (a) Notwithstanding F.S. § 34.07, a code enforcement officer, designated by the city, may issue a notice to appear at any hearing conducted by a county court if the officer, based upon personal investigation, has reasonable cause to believe that the person has violated a code or ordinance. A notice to appear means a written order issued by a code enforcement officer in lieu of physical arrest requiring a person accused of violating the law to appear in a designated court or governmental office at a specified date and time. If a person issued a notice to appear under this section refuses to sign such notice, the code enforcement officer has no authority to arrest such person.
- (b) Prior to issuing a notice to appear, a code enforcement officer shall provide written notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no fewer than five days and no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the prescribed time period, a code enforcement officer may issue a notice to appear to the person who has committed the violation. A code enforcement officer is not required to provide the person with a reasonable time period to correct the violation prior to issuing a notice to appear and may immediately issue a notice to appear if a repeat violation is found, or if the code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare or that the violator is engaged in violations of an itinerant or transient nature, as defined by local code or ordinance within the city, or if the violation is irreparable or irreversible.

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

WHEREAS, Florida law provides that a city may change the date of its elections without referendum, regardless of charter provisions to the contrary; and

WHEREAS, low voter turn-out is historically associated with off-cycle elections which do not coincide with a statewide general election; and

WHEREAS, the City incurs extra costs for its off-cycle elections; and

WHEREAS, the City desires to align its municipal election with the statewide general election held the first Tuesday following the first Monday of November in each even-numbered year; and

WHEREAS, in order to align the City's municipal election with the statewide general election, the terms of current officeholders must be extended to provide for the orderly transition of office resulting from the election date change.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA AS FOLLOWS:**

**SECTION I. AUTHORITY.** The authority for enactment of this Ordinance is Section 100.3605, Florida Statutes, Section 101.75, Florida Statutes, Section 166.021, Florida Statutes, and Article VIII, Section 2(b), Florida Constitution.

**SECTION II AMENDMENT OF THE CITY OF BONIFAY CHARTER, ARTICLE V.** Article V, Section 5.01 and is deleted in its entirety and replaced with the following provision:

s5.01 - Election Date. The city election shall be held on the first Tuesday following the first Monday of November in each even-numbered year.

**SECTION III ORDERLY TRANSITION OF OFFICE RESULTING FROM ELECTION DATE CHANGE.** To provide for the orderly transition of office resulting from the election date change set forth above, and as authorized by Section 100.3605, Florida Statutes, the terms of office of each council member and mayor of the City of Bonifay shall be extended to the first Tuesday following the first Monday of November of 2026. It is the intention of this ordinance that a subsequent charter revision be proposed to the electors of the City of Bonifay whereby the terms

of councilmembers and mayor will be revised to four (4) year staggered terms, but existing terms of office of two (2) years as provided in the City charter are not modified by this ordinance.

**SECTION IV CANDIDATE QUALIFYING DATES.** The qualifying dates for election of city council and mayor shall be those proscribed by general law for state elective offices.

**SECTION V. INCORPORATION INTO CODE OF ORDINANCES.** This ordinance shall be incorporated into the City of Bonifay's Code of Ordinances and any section or paragraph number or letter and any heading may be changed or modified as necessary to effectuate the foregoing.

**SECTION VI. SEVERABILITY.** Each separate provision of this ordinance is deemed independent of all other provisions herein if any portion or provision of this ordinance is declared invalid, all other provisions thereof shall remain valid and enforceable.

**SECTION VII. EFFECTIVE DATE.** This ordinance shall become effective upon adoption.

**PASSED AND ADOPTED ON SECOND READING BY THE CITY COUNCIL OF BONIFAY, FLORIDA, ON THE 18th DAY OF FEBRUARY 2025.**

CITY OF BONIFAY, FLORIDA

ATTEST:

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

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

## ORDINANCE NO. 439

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

**WHEREAS**, the Legislature adopted Chapter 163, laws of Florida, which requires the City of Bonifay ("City") to prepare, adopt, enforce and update a Comprehensive Plan; and

**WHEREAS**, the City of Bonifay Planning Commission held a Public Hearing to consider the recommended amendment to the Comprehensive Plan on March 4, 2024, and recommended the Amendment be transmitted by the City Council for Adoption to the Florida Commerce Department and other State, Regional and County agencies; and

**WHEREAS**, the Legislature adopted Chapter 163, Florida Statutes which requires the City of Bonifay ("City") to prepare, adopt, enforce and update a Comprehensive Plan to guide its future development and growth; and

**WHEREAS**, Section 163.3177(6)(i)2, Florida Statutes (Chapter 2021-195, Laws of Florida) requires the City to include a property rights element and an updated Capital Improvements Element in its City of Bonifay Comprehensive Plan; and

**WHEREAS**, the City respects judicially acknowledged and constitutional protected private property rights; and

**WHEREAS**, The City respects the rights of all people to participate in land use and planning processes; and

**WHEREAS**, this ordinance will amend the comprehensive plan by adding a property rights element; and

**WHEREAS**, this ordinance will amend the comprehensive plan to update the current language to follow the 2023 version of Florida Statutes; and

**WHEREAS**, this ordinance updates referenced measurements; and

**WHEREAS**, this ordinance updates the 2023-24 Capital Improvements Element; and

**WHEREAS**, the City Council of Bonifay, Florida held a public hearing as required by Chapter 163, Florida Statutes with due public notice having been provided, and having

reviewed and considered all comments received during the public hearings, and provided for necessary revisions; and

**WHEREAS**, in exercise of its authority, the City Council finds it necessary and desirable to adopt and does hereby adopt the Amendment to the Comprehensive Plan, in order to update the Comprehensive Plan.

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

**SECTION 1.** The City of Bonifay Comprehensive Plan is amended in accordance with Florida Statutes by adding the attached as Exhibit A and made part of this ordinance as is for in full.

**SECTION 2. Authority.** The authority for enactment of this ordinance is Article 1, Section 1.01 of the Charter of the City of Bonifay. Amendment consists of the attached hereto as Exhibit A, and made a part hereof and which will be incorporated in the current Comprehensive Plan of the City of Bonifay.

**SECTION 3. Amendment.** The Comprehensive Plan for the City of Bonifay is hereby amended, read as follows in Exhibit A.

**SECTION 4. Severability.** Each separate provision of this ordinance is deemed independent of all other provisions herein so that if any portion or provision of this ordinance is declared invalid, all other provisions there of shall remain valid and enforceable.

**SECTION 5. Effective Date.** This Ordinance shall become effective upon its adoption by the City Council as provided by law.

PRESENTED AND READ BY TITLE BY THE CITY COUNCIL OF THE CITY OF BONIFAY, FLORIDA ON THE 3rd DAY OF JANUARY, 2025.

PASSED AND ADOPTED BY THE CITY COUNCIL OF BONIFAY, FLORIDA ON THIS 18th DAY OF FEBRUARY, 2025.

ATTEST:

BONIFAY CITY COUNCIL

\_\_\_\_\_

\_\_\_\_\_

Rickey Callahan, City Clerk

Larry Cook, Mayor/Council



1

INTRODUCTION

The City of Bonifay 2044 Comprehensive Plan is divided into three volumes: a Technical Document, a Policy Document and a Map Document. The Technical Document contains background information including the technical support data and analysis for the various elements of the plan. The Policy Document contains the goals, objectives and policies for each element, the capital improvements implementation program, the concurrency management system, the Comprehensive Plan monitoring and evaluation procedures, and public participation procedures. The Map Document contains a series of maps, including the Future Land Use Maps for Bonifay.

This Policy Document contains the following sections of the Comprehensive Plan adopted by the City Council:

1. The Goals, Objectives and Policies contained in Chapter 2;
2. The Concurrency Management System, contained in Chapter 3;
3. Property Rights Element, Chapter 4
4. The Procedures for Monitoring and Evaluation of the Plan, contained in Chapter 5 4; and
5. The Procedures for Public Participation, contained in Chapter 65;
6. The Plan Adoption Ordinance, contained in Appendix A; and
7. The Future Land Use Map Series and Future Traffic Circulation Map, contained in the Map Document.

The Goals, Objectives and Policies contained in Chapter 2 are the primary mechanism for implementation of the Comprehensive Plan. Goals, objectives and policies are presented for the following required elements:

1. Future Land Use
2. Traffic Circulation
3. Housing
4. Public Facilities and Services (Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge)
5. Conservation
6. Recreation and Open Space
7. Intergovernmental Coordination
8. Capital Improvements

Chapter 3, Concurrency Management System, describes the system that the City will use to ensure that necessary facilities and services are available to support development concurrent with the impact of development.

Chapter 4, Property Rights Element, describes the methods the City will use to:

- 1) address the rights of a property owner to possess and control interest in property, including easements, leases and mineral rights;
- 2) use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances;
- 3) privacy;
- 4) exclude others from the property to protect the owner's possessions and property; and
- 5) dispose of his or her property through sale or gift.

Chapter 5, Monitoring and Evaluation Procedures, describes the procedures that the City will follow to ensure that the Goals, Objectives, and Policies of the Comprehensive Plan are implemented.

Chapter 6, Public Participation Procedures, describes the procedures that the City will follow to ensure public input in the Comprehensive Plan adoption.

## 2

## **GOALS, OBJECTIVES AND POLICIES**

### **2.1 FUTURE LAND USE**

*Objective 1: The City shall identify and regulate existing incompatible land uses, and provide for the orderly elimination of such uses in an equitable manner. Redevelopment should be encouraged in areas that are exhibiting blighted conditions, or exhibiting evidence of decline, when such redevelopment does not create incompatibilities of land use districts or adjacent structures nor continue existing incompatibilities.*

**Policy 1.1** The City shall apply for community development block grants (CDBG) and other such financial assistance, public and private, to assist in rehabilitating and/or reconstructing homes, and for other neighborhood or rural redevelopment projects.

**Policy 1.2** The City shall identify structures in substandard or dilapidated conditions and shall ensure that code enforcement processes require rehabilitation or removal of structures that are a hazard to the public health, safety and welfare.

**Policy 1.3** Expansion or replacement of land uses inconsistent with the Future Land Use Maps will be regulated through eliminating non-conforming land uses and prohibiting expansion of incompatible land uses except where exceptions are approved.

**Policy 1.4** Compatibility of proposed projects with adjacent land uses, buildings, structures, and developments within the City shall be achieved through the following measures:

1. Ensuring that new residential development is consistent with the

2. predominant housing type in the surrounding neighborhood;
2. Ensuring that residential and non-residential structures are consistent with the predominant features of the surrounding neighborhood as defined by building orientation, building setbacks, building heights, and general building style or type; maintaining and/or complementing the fundamental development pattern of the surrounding neighborhood by considering lot area, lot dimensions, and lot configuration, as well as the pattern and spacing of lots and buildings; and
3. Maintaining similarity in density of residential development, intensity of non-residential development and scale and mass of buildings.

**Policy 1.5** Compatibility of adjacent land use districts shall be considered during land use plan amendments, considering potential maximum densities, intensities, and consistency of the potential land uses with surrounding districts, and the manner in which the land uses on the Future Land Use Maps result in an appropriate transition of uses, densities, and intensities.

**Policy 1.6** The extraction or removal of minerals shall be permitted only after it has been determined that such use is compatible with the Future Land Use Maps. All required permits, including county and municipal permits, shall be secured by the developer. Such sites shall be buffered in a manner to reduce or eliminate noise, airborne particulates, runoff and other pollutants and unsightly conditions to the adjacent area. A reclamation plan shall be submitted as part of any application for the extraction or removal of minerals.

**Objective 2** *Important historic and archaeological resource protection shall be encouraged in the City of Bonifay through the identification, classification, designation and preservation of historic structures and sites.*

**Policy 2.1** Priority will be given to the preservation and adaptive reuse of historic buildings over the construction of new public facilities. Historic Buildings shall be restored using The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

**Policy 2.2** The City of Bonifay shall work closely with the Florida Department of State, Division of Historical Resources, community organizations, landowners and volunteers to identify and designate all historical structures and sites that should be preserved, including archaeological sites. The City will then request that qualifying sites are placed on the Florida Master Site File and the National Register of Historic Places.

**Policy 2.3** The City shall preserve identified historical structures by encouraging they be used for purposes consistent with their historic character as well as for purposes that are appropriate in the context of the current surroundings and adjacent land uses.

**Policy 2.4** Archeological discoveries on public property shall not be destroyed and/or disturbed until a timely excavation and/or evaluation is made by those trained in the field of archeology, then the resources shall be protected or preserved to the

maximum extent possible.

**Objective 3** *Natural resources and environmental lands shall be protected through identification, classification, planning and management, and limitations on use consistent with the degree of protection required (also refer to Conservation Element Goals, Objectives and Policies).*

**Policy 3.1** Land designated as "conservation" on the Future Land Use Map shall be protected by limiting use with the following programs, activities and restrictions: wildlife and fishing practices, wildlife habitat protection, silviculture using best management practices, passive recreational areas, groundwater recharge, natural stormwater control and management, and other natural functions according to local, state and federal regulations.

**Policy 3.2** Resource protection standards shall be designed to minimize flood damage and maintain the natural function of wetlands. Standards will include, but not be limited to, provisions such as native vegetative buffers around wetlands and surface water bodies and specific construction standards for flood hazard reduction.

**Policy 3.3** Protecting the functions of potable water well fields and moderately-high to high aquifer recharge zones of the Floridan Aquifer shall be accomplished through implementation of the following standards:

1. Protection zones will be established around existing and future public wellfields as mapped and included in the Future Land Use maps. The City will establish a 200-foot radius zone of exclusion around wellheads, prohibiting future development near wells. The City will also establish a 500-foot radius buffer zone limiting development to land uses that would not create groundwater contamination around new and existing wellheads. Land uses to be prohibited in wellhead protection zones as well as in high aquifer recharge areas include commercial and industrial uses such as solid waste transfer stations or processing facilities and others that pose a threat of contamination.
2. Data for identifying the location of high aquifer recharge areas is not currently available on the City of County level for Bonifay and Holmes County. A generalized map of aquifer recharge areas for the northwest Florida region has been included in the Future Land Use maps series. Bonifay will work with the Northwest Florida Water Management District to acquire and monitor that data as it becomes available. At such time, the Land Development Code shall be updated to contain a definition and map of potential aquifer recharge areas in Bonifay.
3. Bonifay shall implement a septic tank monitoring program. Additional programs to protect the water quality and quantity in the aquifers should be pursued and established on a gradual ongoing basis, including establishing specific development criteria in the Land Development Code so that aquifer

recharge protection is a factor in the land use decision process.

4. Prohibition of domestic or industrial wastes. (Wastes shall be considered to be any liquid or solid product including, but not limited to, hazardous, non-hazardous, and toxic wastes and wastewater. Domestic or industrial wastewater effluent and by-products shall be considered wastes. This definition shall not be construed to prohibit the use of individual household septic tank systems or alternative individual domestic waste systems that satisfy all other locational requirements.)
5. Limitation of impervious surfaces will be enforced through the maximum allowable Impervious Surface Ratios established in Policy 5.1.
6. Managing stormwater runoff to reduce sedimentation and non-point pollution by modifying the land development code as identified in Section 2.4.3 of the Public Facilities Goals, Objectives, and Policies.
7. Prohibiting the establishment of new or expanded urban service area zones where existing development does not currently warrant the establishment of such zones. Pursuant to Section 163.3164(51) "public facilities and services, including, but not limited to, central water and sewer capacity and roads, are already in place or are identified in the Capital Improvements Element" or maps, regardless of the local government's limitations.

**Policy 3.4** Natural resources will be protected in residential uses on the Future Land Use Maps:

1. By limiting densities and using compact and efficient development guidelines in such areas;
2. By requiring "Best Management Practices" on lands where formerly agricultural or silvicultural uses occurred, and requiring Northwest Florida Water Management District, Florida Department of Environmental Protection, and any other applicable permits to be secured by the land owner before any significant modification or development is allowed, to include silvicultural harvesting in wetlands as shown on the "National Wetland Inventory Maps";
3. Through utilization of federal and state programs (Soil Conservation Service, Agricultural Stabilization and Conservation Service, County Extension Service, etc.) that provide technical and financial assistance to farmers and rural property owners that protect soils and other natural resources;
4. In order to create wildlife habitat shelters, timber harvest shall be conducted with the use of various types of selective harvests and clear cuts which use irregular shapes tailored to the land contours and natural barriers. Harvest shall be planned to provide for varying age and height diversity supporting a variety of vegetative successional stages to benefit a range of wildlife species on an ecosystem basis. Harvest plans shall minimize disturbance in sensitive areas such as sloughs, streams, springs and low depressions.

**Objective 4** *The City shall coordinate future land use with the appropriate topographic conditions, soil types and environmental constraints.*

**Policy 4.1** The maximum densities and intensities permitted on a given parcel of land will be based upon the capacity of the infrastructure that is in place, the availability of potable water supply and other municipal utility services, and the ability to physically support buildings and improvements, as determined by the soils underlying the parcel. Private engineering studies and/or the latest SCS "Soils of the City of Bonifay" (see Map 1, "Soils City of Bonifay", in Map Document) manual may also be used in the determination. The maximum density and intensities permitted in the land use classifications is based upon ideal soil conditions, and may be reduced according to soil suitability, as defined in Section 163.3164 (46) a "degree to which the existing characteristics and limitations of land and water are compatible with a proposed use or development."

**Policy 4.2** The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns, and further shall require appropriate stormwater management systems consistent with the adopted stormwater management level of service, natural drainage patterns, and soil conditions.

**Policy 4.3** Floodplains and floodways shall be identified and development shall be limited, consistent with FEMA requirements (also see Policies 3.1 & 5.2 in the Conservation Element).

**Objective 6** *The City shall provide densities and land use guidelines, and regulate the various land use categories shown on the Future Land Use Maps to allow for orderly growth and development patterns that promote efficient use of land; promote existing patterns of desirable growth; create a better economic future; create a more desirable quality environment to reside and work, and the City will identify urban and rural land use areas and direct development patterns through density and intensity guidelines, and land use designations.*

**Policy 5.1** The following land use categories, depicted on the Future Land Use Maps, describe the type and extent of land use allowable in specified locations in the City of Bonifay.

**a. Conservation**

Development in the Conservation district shall be limited to conservation, recreation, residential, commercial, or public uses that would support and further such purposes as flood control, groundwater and surface water protection, floodplain management, and protection of wildlife habitat. Commercial and residential uses are only allowed in areas where mitigation has taken place that meet State and Federal standards. This category does not apply to land designated "conservation" or "conservation easement" or "environmental protection areas," the Choctawhatchee

River Water Management Area, or other similarly designated land that was set aside for park or open space. Development within areas poorly suited for septic tanks due to poor soils, inefficient drainage or location within flood-prone areas provides the potential for contamination of surface and ground water. These factors demonstrate the need to connect existing structures to a centralized sanitary sewer system. Centralized sanitary sewer systems in these areas should be considered for preventing surface and groundwater contamination.

(1) Density - Unless otherwise specified in Conservation Element Policy — residential density shall be no greater than one (1) dwelling unit per acre.

(2) Height- buildings in the conservation district can be a maximum of 50 feet tall.

#### **b. Recreation**

(1) Intent - This category is intended to provide opportunities and sites for public and private recreation.

(2) Intensity - No more than seventy-five percent (75%) lot coverage in areas that host activity-based recreation uses; no more than twenty percent lot coverage in passive recreation area.

(3) Height- Building heights cannot exceed 50 feet.

#### **c. Residential**

(1) Intent - To provide areas dedicated for housing and related accessory uses, places of worship, schools and recreational uses to reduce the potential for incompatible land uses and preserve the integrity, stability and value of residential areas.

(2) Density – In some areas the gross density shall be a maximum 4.0 units per acre when a public water system is available, or when a permit can be obtained under the Department of Health guidelines for private water wells and septic tanks.

With the use of central sewage treatment and central water, the City a maximum density limitation of twenty (20) apartments per acre has been established.

With the use of central sewage treatment, central water, and affordable housing the maximum density is twenty-five (25) housing units per acre

(3) Intensity - No more than seventy-five percent (75%) lot coverage for

single-family and multi-family dwellings.

- (4) Height- Building height cannot exceed 75 feet.

**d. Mixed Use**

- (1) Intent - To provide areas for an attractive and functional mix of residential, professional office, neighborhood commercial, schools, churches, and other similar low intensity land uses. Compatibility shall be applied to redevelopment sites and projects within the urban mixed-use category to ensure that redeveloped sites do not create an unacceptable negative impact on adjacent properties and the surrounding neighborhood.
- (2) Mix of Uses - Properties within this category must develop with a mix of at least two uses, one of which is required to be residential. Residential uses shall comprise a minimum of 50% of the development. The remainder uses may be non-residential. All of the land uses do not have to be developed at the same time, nor is one land use a prerequisite to another land use.
- (3) Density – The maximum density is ten (10) units per acre.
- (4) Intensity – The maximum intensity is ninety (90) percent on non-residential developments.
- (5) Height- The maximum height is 75 feet.

**e. Public/Semi-Public/Educational**

- (1) Intent – The “public/semi-public/educational” land use category is intended for activities and facilities of public or private primary or secondary schools, vocational and technical schools, and colleges and universities licensed by the Florida Department of Education; structures or lands that are owned, leased, or operated by a government entity, such as civic and community centers, recreation centers, hospitals and public health facilities, libraries, police stations, fire stations, airports, and government administration buildings; and systems or facilities for transportation, sewer, solid waste, drainage, and potable water.
- (2) Density – No more than sixteen units per acre.
- (3) Intensity - No more than seventy percent (70%) lot coverage.
- (4) Height- No more than 50 feet.



#### **f. Commercial**

The “commercial” land use category is designed for a wide range of business uses, including retail, wholesale, communication facilities, light industrial, offices, and professional services. Residential uses are allowed in the downtown area.

- (1) Intent - This category is intended to provide for a wide range of business uses, including retail, wholesale, communication facilities, light industrial, offices, and professional services.
- (2) Density – Commercial and residential uses shall not exceed 16 units per acre.
- (3) Intensity - No greater than ninety percent (90%) lot coverage.
- (4) Height- No more than 75 feet.

#### **g. Industrial**

- (1) Intent – The purpose of the “industrial” land use category is to protect lands for production, and distribution of goods, and other industrial activities. A wide range of commercial and light and heavy industrial activities are allowable in this category. Specific uses include mining facilities, manufacturing, wholesale business, warehousing, junk yards, concrete or asphalt plants, and borrow pits.
- (2) Intensity - No greater than eighty-five percent (85%) lot coverage.
- (3) Height- No more than 75 feet.

#### **h. Agriculture/Silviculture**

- (1) Intent – The “agriculture/silviculture” land use classification applies “agriculture/silviculture county” and is presently within the boundary of the City of Bonifay after annexation but will hold the Holmes County land use designation until such time that the City of Bonifay may change it. This future land use designation will apply to land that is presently used for production of plants useful to humans, including to a variable extent the preparation of these products for human use and their disposal by marketing or otherwise, and includes aquaculture, horticulture, floriculture, viticulture, silviculture, dairy, livestock, poultry, bees and any and all forms of farm products and farm production. The land in this category is suited for the cultivation of crops including cropland, pastureland, orchards, vineyards,

nurseries, ornamental horticulture areas and groves. The land in this category is suitable for livestock, confined feeding operations and specialty farms and silvicultural activities. Residentially, non-residential agricultural uses, churches, schools, parks, public and other similar uses are allowed.

- (2) Density – Gross density shall be a maximum of 1.0 dwelling unit per 40 acres, cumulatively for the category. However, the minimum lot size may be one (1) acre, so long as the cumulative total is maintained, and the following location requirements are met: When five (5) or less lots are created, access to each lot shall be provided by a county- or state-maintained road;
  - a. Lots shall have a minimum of 200 feet frontage along the road; and
  - b. Where two or less lots are created, access may be provided by a recorded easement;
  - c. The threshold for requiring subdivision improvements is the creation of more than five (5) one-acre to 2.4-acre lots.

It is expected that development will be served by a community public water supply system, which is provided to ensure safe potable water.

- (3) Intensity - No greater than seventy-five percent (75%) lot coverage.
- (4) Height- No more than 75 feet.

#### **i. Overlay Districts**

- (1) Intent - In addition to the land use categories established within this subsection, an Overlay District shall be depicted on the Future Land Use Map.
  - a. Historic Special Overlay District (HSOD)  
Development and/or redevelopment in the HSOD shall be evaluated as to potential impacts on historic resources. Land use is limited to residential and accessory uses, churches and houses of worship.

Structures identified as being of historic significance will be subject to further evaluation for demolition or substantial alteration. Rehabilitation guidelines shall be as specified in the Secretary of the Interior's, Standards for Rehabilitation, 1983.

**Policy 5.2** Small-scale agriculture is a potentially allowable use in the residential land use categories. Small-scale agriculture describes activities that are consistent with and compatible with residential uses, and generally includes gardens, greenhouses for the use of one family or for home use, hobby farms, and other farm

or agricultural activities that do not create an undue negative impact from noise, odor, or pests beyond the boundaries of the site. Approval for developments that include small-scale agricultural uses may require additional buffers to mitigate the negative impacts of the agricultural uses on adjacent properties.

**Policy 5.3** Commercial use is a potentially allowable use in the Mixed Use-land use categories. Neighborhood business and commercial use is intended to allow those business activities providing for the convenience needs of residents in the surrounding neighborhood. Examples of appropriate uses include a convenience store or market with no more than four gas pumps, a beauty salon or barbershop, small appliance repair, dry cleaning store, pharmacy, offices, “store-front” clinics, video or bookstore, a deli, bakery or restaurant, or other similar uses based on scale, service area, and trip generation characteristics.

**Policy 5.4** It is the intent of the City to provide affordable housing that includes that mobile and manufactured homes.

**Policy 5.5** Any proposed residential development that meets the threshold for requiring a subdivision as described in the City of Bonifay’s Land Development Regulations, Florida Statutes, and Policy 5.64 shall be required to meet subdivision requirements of the City with regard to platting, and providing improvements such as roads, drainage and other facilities and services. All residential developments shall be required to meet concurrency requirements whether or not they are required to submit a subdivision plat.

**Policy 5.6** Any division of land directly from inheritance either by testate or intestate, developed for the use of immediate family members (related by blood, marriage, or adoption) for their primary residences shall not be limited to the minimum lot sizes established by the “agriculture county” or “rural residential county” land use categories in Policy 5.1, provided that such division is not accomplished through recorded plats. The family member may develop a single family residence on a smaller lot up to the maximum gross density permitted under the Department of Health guidelines and permitting requirements for water wells and septic tanks.

**Policy 5.7** Public or private primary or secondary schools shall be an allowable use in all land use categories except the “conservation”, “recreation”, “commercial” and “industrial” land use categories. Public schools are to be located in Agriculture/Silviculture County, Rural Residential County, or Estate Residential land use categories only when no feasible site exists in a non-agricultural county, non-rural residential, or non-estate residential category, or when necessary to serve student populations that are mainly located in agricultural areas. The City intends for future schools to be sited as closely to residential areas as practical. The City shall encourage the co-location of City public facilities, such as parks, libraries, and community centers, with schools to the extent possible.

**Objective 6** Urban sprawl is defined in Section 163-3164(52) Florida Statutes as “a development pattern characterized by low density, automobile-dependent development with either a single use or multiple uses that are not functionally related, requiring the extension of public facilities and services in an inefficient manner; and failing to provide a

clear separation between urban and rural uses.” Urban Sprawl is not a desirable development pattern and shall be discouraged and/or reduced through the following techniques:

1. The use of appropriate designations of land for future land uses on the Future Land Use Maps;
2. The establishment of urban service zone boundaries;
3. Policies regarding provision, location and expansion of urban services and facilities;
4. Policies regarding conversion of agricultural and rural lands to urban uses;
5. Encouraging infill development;
6. Encouraging redevelopment; and encouraging the reuse of existing facilities.

**Policy 6.1** Urban Service Zones (USZ) shall be defined on a map or map series and be included as a part of the Future Land Use Map Series. Urban Service Zones (USZ's) shall include all land within the municipalities and land adjacent to their boundaries where residential, commercial, mixed use, industrial and public/semi-public/educational uses constitute a majority of the existing land use as shown on the Existing Land Use Map Series.

**Policy 6.2** The extension of public water and/or sewers to new development shall not be allowed outside of USZ's without a companion land use plan amendment to modify the boundary location and to amend the land uses for lands to be included

within the USZ. Direct connections to existing water or sewer lines outside of USZ's are not permitted. Facility expansions (such as wells or wastewater treatment plants) located outside of USZ's shall not permit connections to water or sewer lines where these lines are outside of a USZ. Exceptions may be considered where public health, safety, and welfare requires a community sewer or water system or the extension of sewer or water service to ensure safe potable water and water resources.

**Policy 6.3** Planned Unit Developments (PUD's) may develop water and sewer systems according to guidelines established in Policy 6.2, regardless of location.

**Policy 6.4** In the evaluation of proposed land use amendments for land in the residential category, the application shall demonstrate the following:

1. The need for such land use amendment;
2. The amendment will not result in urban sprawl;
3. A functional relationship of the proposed amendment to other more densely or intensely designated or developed lands;
4. The availability of facilities and services for a more dense or intense land use; and
5. The relationship of the proposed amendment site to the urban service zone boundary.

**Policy 6.5** Consideration of expansion of an urban service zone boundary shall require demonstration of the following:

1. Additional land is required at urban densities and intensities to meet the needs of development within the City of Bonifay;
2. Lands within the existing urban service zone are not capable or suitable for urban development, with the resulting need for additional land to meet the existing need for urban development;
3. Population growth projections have changed with a resulting need for additional land at urban densities or intensities;
4. Changes in the economy, lifestyle, housing styles, or development expectations result in a need for additional land at urban densities or intensities;
5. Facilities and services are available or planned to be available concurrent with development to meet the needs of the expanded urban services zone;
6. Expansion of the urban services zone boundary does not result in a negative impact on environmentally sensitive lands or natural resources; and
7. Other lands are proposed for removal from the urban service zone resulting in no net change in the amount of land within the urban service zone.

**Policy 6.6** Highway strip development and "leap frog" development will be discouraged through the designation of commercial uses in a compact design on the Future Land Use Maps. In addition, reduction of individual lot access along major

roadways by the use of shared driveways or subdivision design shall be required, and the infilling of vacant land, classified as "agricultural" on the Existing Land Use Maps shall be encouraged.

**Policy 6.7** The City of Bonifay shall prioritize capital improvements funding in a manner that generally assigns first priority to the renewal, reuse and/or rehabilitation of existing facilities or the replacement of existing obsolete or worn out facilities as a preferred alternative to new construction. Capital Improvements will be completed in accordance with the five-year capital planning period as established in the Capital Improvements Element.

**Objective 7** *Development, redevelopment and land use plan amendments shall be coordinated with the availability of facilities and services, including assurance that land is available for the needed facilities and services.*

**Policy 7.1** The City shall each be responsible for maintaining the established levels of service for the services and facilities within their jurisdictions.

**Policy 7.2** All development orders shall be conditioned upon the availability of services and facilities at the adopted level of service.

**Policy 7.3** The development approval process shall:

1. Require the applicant to provide necessary information concerning service and facility requirements in the form of a project impact analysis and a determination of the availability of such facilities and services.
2. Require phasing of projects contingent upon the availability of facilities and services.
3. Establish uniform standards for developer exactions to provide necessary facilities and services. Exactions may include mandatory dedications or fees in lieu of dedications for street rights-of-way, utility rights-of-way, or park and open space areas.
4. Incorporate a concurrency management system.

**Policy 7.4** Consideration of land use amendments shall include the relationship of the amendment to the water and sewer service areas, and shall ensure that the land use category is appropriate based on the land use category definition, density or intensity, and location of the site of the proposed amendment within or outside water and sewer service areas. Water and sewer service area boundaries shall not be changed as a result of annexation or a land use map amendment, but shall only be changed through a specific boundary change approved by the City of Bonifay Board of Commissioners with supporting data and analysis.

**Objective 8** *City of Bonifay land development regulations shall implement the objectives established by the City of Bonifay 202044 Comprehensive Plan.*

**Policy 8.1** Land development regulations shall control the use of land and water consistent with the future land use element.

**Policy 8.2** Land development regulations shall control the division and subdivision of land to ensure that all division of land conforms to the City of Bonifay subdivision ordinance and other similar ordinances within the municipalities.

**Policy 8.3** Land development regulations shall regulate signage and provide for the elimination of non-conforming signs through amortization or other means. Sign regulations will include definitions of on-site and off-site displays. Signs excluded from the application of regulations will be defined. Limitations will be provided related to number, character, location and size of signs, which have not been excluded.

**Policy 8.4** Land development regulations shall provide for safe and convenient on-site traffic flow and provide for adequate parking based upon professionally accepted standards such as those of the Institute of Transportation Engineers. This shall include the provision of adequate loading and unloading areas. Consolidated access to roadways shall be encouraged through shared driveways.

**Policy 8.5** Land development regulations will include standards for stormwater management for residential, commercial, public, and industrial land uses to eliminate adverse impacts on adjacent land uses and natural resources.

**Policy 8.6** The city shall adopt a comprehensive Stormwater Master Plan designed to protect public and private property, human life, businesses, industry, and the natural environment.

**Policy 8.7** Land development regulations shall require the provision of open space with development through the use of buffers, recreational sites, scenic vistas, and other similar requirements.

**Policy 8.8** Land development regulations shall provide for development standards for locations in the city that are subject to seasonal or periodic flooding, as identified by the Flood Insurance Rate Maps (FIRM) for Zones A – B (See Map 2 in Map Document)

**Policy 8.9** Land development regulations shall provide for buffers between adjacent land uses and may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping in and adjacent to parking lots and other vehicle use areas as a means of enhancing appearance, providing relief from paving, and mitigating wholly or partially the negative impacts from such vehicle use areas; provide open space in urban neighborhoods and communities; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

**Objective 9** *The City of Bonifay land development regulations will include provisions to accommodate innovative development proposals.*

**Policy 9.1** Land development regulations shall provide for Planned Unit Developments (PUD's) to encourage mixed land uses projects, to encourage

traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

**Policy 9.2** Land development regulations shall provide for flexible land use management techniques, including, but not limited to transfer and/or sale of development rights, to protect historic and natural resources from the impacts of development or redevelopment.

**Policy 9.3** Within the residential land use category, additional residential density beyond the normal maximum density may be possible, provided that the development provides affordable housing to meet the needs identified in the Housing Element. The criteria and procedures shall be maintained in the land development regulations and shall be designed to ensure that an eligible residential development is devoting a minimum of 5% of the dwelling units to affordable housing. The City will provide increased ratios of affordable housing, and additional bonuses in the form of increased density based on the residential zoning category.

**Objective 10** *Certain properties in City of Bonifay retain the right to develop uses that were approved prior to the adoption of this Comprehensive Plan. It is the intent of the City to recognize such vested rights and to protect the property rights of property owners in Bonifay.*

**Policy 10.1** The City shall maintain administrative procedures and criteria to allow a property owner to demonstrate that private property rights are vested as to the use or uses allowable.

**Policy 10.2** A lot of record in existence on May 1, 1991, whether or not located within a subdivision, shall be allowed one single-family dwelling.

**Policy 10.3** Valid, unexpired development orders and development permits in existence on July 19, 2007, shall be permitted to continue development as authorized by the development order or development permit, so long as development commences and continues in good faith in full compliance with the valid, unexpired development order or development permit.

**Objective 11:** *Provide flexibility in the ongoing approval process so as to encourage the redevelopment or renewal of blighted or unsightly areas.*

**Policy 11.1:** The City shall continue to encourage redevelopment in areas considered to be blighted or unsightly through the use of incentives. Such incentives may include, but not be limited to: provision of public facilities; relaxation of regulatory standards; tax incentives; development agreements; density or intensity bonuses; deferral of fees or charges; provision of public facilities; or technical assistance.

**Policy 11.2:** The City shall continue to stimulate redevelopment of blighted areas by allowing for a functional mix of land uses in these areas consistent with the Future Land Use Map.



Policy 11.3: The City shall continue to use policies specified in the Housing Element of this Plan to stimulate redevelopment and revitalization of housing within blighted areas.

Policy 11.4: The City shall continue to reduce eyesores, junk, substandard housing or unsafe buildings.

*Objective 12: Through the coordination of efforts with local private agencies, the City shall establish a program to redevelop blighted areas.*

Policy 12.1: The City shall continue to encourage revitalization and redevelopment of blighted areas through appropriate State and federal assistance programs.

Policy 12.2: The City will promote redevelopment/revitalization efforts through administration of this Plan, capital improvements planning, Special Treatment Areas, and developer incentives.

*Objective 13: The City shall require that all proposed development/redevelopment activities are designed and constructed in conformance with detailed and specific standards to be established in the Land Development Regulations.*

Policy 13.1: The City will develop and maintain an ongoing program of stormwater management, including both regulation and capital improvements. Stormwater regulations shall rely upon levels of service and criteria established in the Drainage Sub-Element.

Policy 13.2 The City shall continue to evaluate all proposed development/redevelopment activities located in the Conservation areas designated on the Future Land Use Map for potential impacts on flooding, drainage or damage to natural resources.

Policy 13.3: The City shall establish buffers and building setbacks for areas adjacent to natural drainageways as part of its Land Development Regulations. Such setback requirements shall require maintenance of natural vegetation for a distance of at least ten (10) feet from the natural drainageway.

*Objective 14: Discourage urban sprawl to achieve a compact urban form. Measures to accomplish this Objective shall include site development regulations, access management, and density/intensity limitations consistent with this Element.*

Policy 14.1 The City shall direct urban growth to areas which can be served efficiently by public services and facilities in conformance with local Land Development Regulations and shall be consistent with the City's Five-Year Schedule of Capital Improvements to discourage the proliferation of urban sprawl.

Policy 14.2: No land use approval for new development, redevelopment or annexation shall cause facilities or services to fall below the adopted level of service standards. Public facilities and services necessary to serve the proposed development must be available at or concurrent with the impacts of development

unless development orders and permits are conditioned on the availability of these facilities or services.

Policy 14.3: All development shall be compatible with and complementary to surrounding land uses and shall not negatively affect existing approved activities.

Policy 14.4: It is the intent of the City to promote in-fill and redevelopment of existing developed areas which are served by City infrastructure and to discourage the development of environmentally sensitive areas. The City shall continue to guide development away from environmentally sensitive areas by requiring developers of these areas to demonstrate that no suitable alternative exists for the location of such development, and through density/intensity restrictions found in the Conservation Element.

Objective 15: The City shall continue to discourage the proliferation of urban sprawl through provision of public facilities, density controls in land use districts, restrictions on extension of utilities, and incentives for city redevelopment and "in-fill."

Policy 15.1: The City shall not provide public facilities or services outside its incorporated limits, unless such facilities and services are intended to serve the City Utility Service Area.

Policy 15.2: The City shall continue to maintain land use districts and densities as appropriate to promoting "in-fill" of vacant areas.

*Objective 16: The City shall, through the Land Development Regulations, continue to enforce provisions for public utility crossings, easements, or rights-of-way.*

Policy 16.1: The City shall continue to enforce provisions to allow needed land area for public utilities provided the location of such facilities does not create a threat to public health or safety, or otherwise cause a public nuisance.

Policy 16.2: The City shall continue coordination with legally established public utilities or public works to provide land needed for location of utilities facilities.

Policy 16.3: The City shall coordinate with communication providers on the location of communication towers to ensure compatibility with the surrounding area and to ensure that the public welfare is protected.

GOAL: The City of Bonifay recognizes the need for a community to be a sustainable one. Initiatives must be taken in order to ensure an adequate quality-of-life for future generations and to protect existing environmentally-sensitive and significant lands from harmful development. Therefore, in order to promote energy-efficient land use patterns, ensure a more walkable community, and limit greenhouse gases, the City shall encourage the use of recognized "green" development practices and smart-growth techniques, such as: bicycle and pedestrian-oriented communities, mixed-use developments, and creative site and building design.

*Objective 17: As walkable-communities promote healthier and active lifestyles through the*

*built environment, and improve the environment through reduced dependency on the automobile; the City shall encourage the development and preservation of neighborhoods and commercial centers that ensures a balanced mix of uses and promotes the use of alternative modes of transportation in lieu of personal automobile-based travel.*

Policy 17.1: Development shall be encouraged along transportation corridors and in business, civic, and cultural centers. Development shall be encouraged in the following locations:

1. Remediated brownfield sites;
2. Infill sites with appropriate density;
3. Sites within the urbanized area; and
4. Sites with reuse of existing structure.

Policy 17.2: Development that incorporates the principles of traditional city design shall be encouraged. These principles include:

1. A mix of land uses that integrate a variety of uses;
2. Development with retail on the first floor;
3. Development that includes greenspace; and
4. Development that incorporates intra-modal transportation-connecting bicycle, pedestrian, and transit facilities.

Policy 17.3: The City will encourage high-density, mixed-use, infill development and creative use of brownfield, under-utilized and/or defunct properties within the urban core.

Policy 17.4: Promote development and preservation of neighborhood characteristics that encourage walking and bicycle riding in lieu of automobile-based travel.

Policy 17.5: Developments shall be encouraged to include continuous sidewalks with shade trees and landscape strips to separate pedestrians from traffic.

Policy 17.6: The City shall encourage community walkability through progressive site design:

1. Design streetscapes that provide buffers between moving traffic and pedestrians to increase pedestrian comfort;
2. Encourage the locating of buildings towards the street, with the primary entrances as pedestrian entrances;
3. Discourage the placement of parking lots between buildings and the street; and
4. Develop flexible parking strategies in neighborhood activity centers where alternative modes of transportation are available.

Objective 18: The City of Bonifay will promote energy conservation through the promotion of green building and smart design techniques, and use of solar energy and other environmentally friendly techniques.

Policy 18.1. The City will establish incentives for use of energy efficient appliances.

Policy 18.2. The City will encourage planting trees in residential and commercial developments.

Policy 18.3. The City will encourage reuse, recycling and in the use of construction materials.

Policy 18.4 New development will be encouraged to use sustainable materials and solar panels.

Policy 18.5. Rainwater collection systems and tankless water heaters will be encouraged in new developments.

*Objective 19: The City recognizes the long-term economic, environmental, and social costs of the loss of agricultural lands. The City of Bonifay will preserve agricultural areas and activities, including silviculture, and dormant, unique and prime farmland and soils.*

Policy 19.1. The City will establish planning, regulatory and programmatic strategies to protect farmland and support agricultural sectors including, but not limited to:

1. Buffers;
2. Transfer of Development Rights;
3. Right to farm ordinances;
4. Farmland mitigation requirements;
5. Limitations on subdivision of farmland;
6. Promotion of the local Farmer's Market;
7. Cluster development;
8. Development of laws that protect farmers from nuisance complaints; and
9. Seeking out unique strategies to assist farm owners, such as leasing farm areas, and recognizing and utilizing historic sites located on farmland for tourism.]

GOAL: Promote a balanced economic environment which provides economic stability, maximizes job opportunities, encourages new business, and increases per capita income.

*Objective 20: The City shall attempt to increase the number of new businesses and available jobs over the next planning period.*

Policy 20.1: The City shall continue efforts to achieve a broad employment base including a cross-section of service, construction, professional and industrial jobs.

Policy 20.2: Specific emphasis will be placed on attracting new business and job opportunities on U.S. 90.

Policy 20.3: The City shall capitalize on its proximity to I-10 and rail lines to attract wholesale and distribution employment opportunities.

Policy 20.4: The City shall continue coordination with the Chamber of Commerce, and the Regional Planning Council to provide incentives for new business.

Policy 20.5: The City may waive certain fees, charges, or regulatory requirements to encourage the location of new business in targeted redevelopment areas.

Policy 20.6: The City shall continue to make sufficient land available on the Future Land Use Map to accommodate new business.

*Objective 21: Establish a balance between economic development, environmental protection, and community redevelopment/revitalization.*

Policy 21.1: The City will include an "Economic Development Element" in this Plan. The City will request assistance from the Florida Department of Commerce toward preparation of this new Element.

Policy 21.2: Economic development shall be considered a priority of the City. As such, the City may authorize waivers or variances to the Land Development Regulations if such actions promote Objectives 20 and 21. Any such waiver or variance must be consistent with the provisions of this Plan and provide for protection of environmental resources.

Objective 22 The City of Bonifay will promote a balance between residential and nonresidential development to ensure an equal supply of jobs and housing.

Policy 22.1 To measure the community job housing balance, the City will evaluate employed residents at jobs to housing ratio of 1.0 for parity between jobs and employees. To account for commuting employees, the City will divide the number of jobs by housing to establish the employment housing ratio.

Policy 22.2 The Land Development Regulations will encourage higher densities toward the city downcity and infill areas.

Policy 22.3. The Land Development Regulations will encourage and direct a variety of residential densities, and housing types for all income levels.

Policy 22.4. The City will provide designations for a variety of commercial uses and jobs for all income levels.

*Objective 23 The City shall continue to establish procedures for the elimination or reduction of land uses inconsistent with the character of the City and the future land uses designated in this Plan.*

Policy 23.1 The City shall continue to restrict proposed development which is inconsistent with the character of the community and will eliminate non-conforming land uses.

Policy 22.2: At a minimum, the Land Development Regulations shall regulate the following:

1. Regulate the subdivision of land through provision of or reference to specific and detailed requirements which shall include, but not be limited to, procedures for platting of land, review and approval process for plat approval, design standards, required improvements, required dedications and legal documents, and other such relevant requirements;

2. Regulate the use of land and water consistent with this Element and ensure the compatibility of adjacent land uses through provision of or reference to specific and detailed requirements which shall include, but not be limited to, maintenance of an official land use map, creation of land use districts and allowable uses including accessory land uses, maintenance of environmental protection and development standards, creation of measures to reduce the potential for nuisances caused by incompatible land uses, provisions for the elimination of non-conforming land uses, and other such relevant requirements;
3. Protect the Conservation lands designated on the Future Land Use Map and in the Conservation Element through provision of or reference to specific and detailed requirements which shall include, but not be limited to, protection or conservation of environmentally significant resources, standards for development in areas containing such resources, coordination on permits from appropriate regulatory agencies, mitigation of environmental impacts, and other such relevant requirements intended to provide reasonable protection of natural resources in consideration of landowner's constitutional property rights;
4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management through provision of or reference to specific and detailed requirements which shall include, but not be limited to, standards for construction in designated flood-prone areas, standards for design of drainage and stormwater management facilities, measures to protect drainageways and drainage conveyance systems, and other such relevant requirements;
5. Regulate signage through provision of or reference to specific and detailed requirements which shall include, but not be limited to, standards for the location or placement of signs, construction standards, prohibited characteristics, compliance with other codes, sign removal or repair procedures, standards for off-premise signs, illumination restrictions, or other such relevant requirements;
6. Ensure safe and convenient on-site traffic flow and vehicle parking needs through provision of or reference to specific and detailed requirements which shall include, but not be limited to, technical construction standards for roadways, roadway classifications, design standards, right-of-way protection and use, access control and vehicular connections, location of bicycle or pedestrian ways, standards for off-street parking and loading, or other such relevant requirements; and,
7. Provide that development orders and permits shall not be issued which result in a reduction of the level of service for the affected public facilities below the level of service standards adopted in this Comprehensive Plan.

## 2.2 TRAFFIC CIRCULATION

**Goal: A safe convenient and efficient transportation system shall be available for all residents and visitors to Bonifay.**

**Objective 1** *Maintain the adopted level of service standards identified in Policy 1.1.*

**Policy 1.1** The City of Bonifay hereby adopts the following Annualized PM Peak Hour level of service standards in accordance with the FDOT minimum standards, which are presented in Table 3.1 of the Traffic Circulation Technical Document:

Roadway Functional Classification	LOS Standard
Freeways (Major Arterial)	C
State Roads (Principal Arterial)	C
County Roads (Minor Arterial/collector)	C
Local (Local)	C

**Policy 1.2** The City of Bonifay, in coordination with Holmes County shall jointly request FDOT to conduct a corridor management study for the SR79 highway corridor, from the end of the present four lane at I-10 to the northern Bonifay city limits that will include development of motorized and non-motorized transportation facilities, access management improvements, and any other transportation system alternatives that will alleviate traffic congestion on SR 79.

**Policy 1.3** Bonifay shall not issue development permits to any proposed developments which cause the level of service to fall below the adopted minimum in Policy 1.1 until roadway improvements are scheduled to be completed concurrent with development impacts which would result in the minimum LOS being attained. Levels of service shall be assessed on a yearly basis.

**Objective 2** *Maintain and enhance the safety and efficiency of the arterial road system and minimize transportation conflicts associated with development by coordinating FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.*

**Policy 2.1** Bonifay shall support and work cooperatively with FDOT pursuant to implementation of the State Highway System Access Management Act on SR2, SR81, SR79 and SR10 (US90), and limit the number of driveway connections to the minimum necessary to provide for safe and reasonable access

**Policy 2.2** The City of Bonifay shall adopt and implement Access Management Standards on county roads to limit the number of driveways and provide for safe and reasonable access.

**Policy 2.3** Whenever possible, Bonifay shall require developments to provide direct vehicular and pedestrian connections to adjacent residential development and/or service commercial or institutional land uses to reduce the need for additional access onto collector and arterial streets.

**Objective 3** *The City of Bonifay traffic circulation systems shall be coordinated with and guided by the Future Land Use Element through implementation of the Future Land Use Map, public safety concerns, and the FDOT 5-Year Work Program for the City.*

**Policy 3.1** The City of Bonifay shall hereby adopt the Future Traffic Circulation Map (see the Map Document), which is consistent with the Future Land Use Element.

**Policy 3.2** The City of Bonifay shall coordinate traffic circulation planning with the West Florida Regional Planning Council (WFRPC) Strategic Regional Policy Plan (SRPP) and FDOT Five-Year Work Program.

**Policy 3.3** The City of Bonifay shall prioritize transportation improvement projects by the following criteria:

- a. The improvement is consistent with the Future Land Use designation, Future Traffic Circulation Map, and coordinated with the FDOT Five-Year Work Program and WFRPC SRPP.
- b. The improvement is necessary to improve an existing or forecast unacceptable level of service.
- c. The improvement is necessary to address public safety concerns.

**Objective 4** *High accident locations shall be identified, analyzed and appropriate improvements implemented to correct safety concerns.*

**Policy 4.1** Require transportation system design that:

1. directs through traffic onto principal arterials and away from local streets;
2. allows multiple connections and relatively direct routes; and
3. uses traffic control devices and traffic calming strategies to protect local streets from high traffic volumes and speeds.

**Policy 4.2** Facilitate the provision of a network for pedestrians and bicyclists that allows shortcuts and alternatives to traveling along high-volume streets.

**Objective 5** *Rights-of-way for future road improvements shall be established that will protect the rights-of-way from building encroachment.*

**Policy 5.1** The City of Bonifay shall adopt a Right-of-Way Protection Ordinance requiring developments to dedicate adequate R-O-W for future planned road improvement.

**Policy 5.2** The City of Bonifay shall include building setback requirements sufficient to allow for future road widening projects as determined by using federal, state, and local transportation guidelines.

**Objective 6** *Transportation improvements, which maintain and improve the efficient operation of the existing system and negate the need for expensive road projects will be prioritized.*

**Policy 6.1** The City of Bonifay shall base all intersection and signalization improvements on professionally accepted engineering studies, such as those of the



Institute of Traffic Engineers.

**Policy 6.2** Prior to approving expensive major road widening projects, The City of Bonifay shall investigate the feasibility of lower cost alternatives such as: improved signalization, auxiliary lanes, i.e.: left turn, right turn, acceleration/deceleration lanes, etc.

**Objective 7** *Policies shall be developed and implemented that will ensure safe and effective movement of bicyclists and pedestrians as a component of the overall transportation network.*

**Policy 7.1** The City of Bonifay shall evaluate and begin to incorporate bicycle and pedestrian facilities into all new road construction and resurfacing projects, based on adequate funding, available right-of-way and traffic analysis. This policy shall provide sidewalks for pedestrians, and wide curb lanes, bicycle lanes, and/or paved shoulders for bicyclists where appropriate.

**Objective 8** *Transportation services for the disadvantaged shall be supported.*

**Policy 8.1** The City of Bonifay shall support the transportation disadvantaged program by providing any required local funds and/or in kind services to match state and federal funds.

**Objective 9** *Public awareness of alternative modes of transportation shall be increased.*

**Policy 9.1** The City of Bonifay shall make information available on the Share-A-Ride Commuter Assistance Program, Tri-County Community Council Coordinated Transportation Program, and Bicycle/Pedestrian Programs at county and municipal offices.

**Objective 10** *Equitably distribute transportation costs by requiring all developments to make transportation improvements on the portion of the public road system that will be impacted by the development.*

**Policy 10.1** The City of Bonifay shall require that all developers install ingress/egress lanes and all traffic control measures deemed appropriate to ensure safety of connections to the public road system.

**Policy 10.2** Encourage or require new commercial developments or residential subdivisions, depending on their relationship to congested or deficient arterial roadways, to design an internal traffic circulation or public street system that will implement other goals, objectives and policies adopted in the traffic circulation element to mitigate further congestion on the arterial roadway system.

## 2.3 HOUSING

**Goal:** Assure the availability of housing to meet the existing and future needs of all residents of Bonifay for all income levels.

**Objective 1** *Assist in the creation and/or preservation of affordable housing that meets special housing needs, and assure adequate sites and distribution of housing to meet the 2044 housing needs identified in the Affordable Housing Needs Assessment for the City of Bonifay.*

**Policy 1.1** Provide information and technical assistance to the private sector in meeting the future housing needs of the projected population.

**Policy 1.2** Establish involvement with the private sector, and non-profit organizations, to improve coordination among those providing housing production.

**Policy 1.3** The City shall revise the building permit process so that it provides a more integrated process between the City and developers in order to facilitate the housing delivery system.

**Policy 1.4** Continue to update and enforce building codes in order to provide safe housing structures.

**Policy 1.5** Continue to provide all needed infrastructure and services associated with future housing of all types, except for those provided by the developer or resident.

**GOAL:** Provide the circumstances and conditions necessary to assist in the maintenance of an adequate supply of safe, sanitary, and affordable housing.

**Objective 2:** *The City shall provide an environment for a variety of housing types to accommodate the varying income needs of the existing and future population, anticipated population growth, and households with special housing needs through designation of land use categories for residential development, and provision of public facilities and services for development of affordable housing.*

**Policy 2.1:** The City shall continue to designate and maintain on its Future Land Use Map, land use categories and densities which provide for a varied and functional mix of housing types.

**Policy 2.2:** The City shall provide facilities and services necessary to accommodate anticipated residential growth through 202044, or will condition development approvals upon the availability of facilities and services by a specified future date.

**Policy 2.3:** The City shall permit accessory dwelling units in the residential and mixed use categories in order to increase the availability of workforce housing and affordable housing units in accordance with s. 163.31771 F.S.

**Policy 2.4:** The City shall amend the Land Development Regulations to permit the construction of accessory dwelling units when constructed in the residential and mixed use future land use categories.

**Objective 3:** *The City shall provide the regulatory circumstances and necessary*

*infrastructure to promote the construction of affordable housing within the City.*

**Policy 3.1:** The City will coordinate with private developers on the location and construction of affordable housing within the City. Such coordination may include, but not be limited to: provision of public facilities; relaxation of regulatory standards; and development agreements, density bonuses, or other actions which serve to reduce construction costs leading to lower overall housing costs.

**Policy 3.2:** The City shall explore the potential for and implement when feasible the waiving or reducing of permitting and infrastructure fees associated with sponsored affordable housing projects.

**Policy 3.3:** The City will pursue partnerships and/or coordinate with private developers on the location and construction of affordable housing within the City. Such coordination may include, but not be limited to: provision of public facilities; relaxation of regulatory standards; development agreements or other actions which serve to reduce construction costs leading to overall lower housing costs.

**Objective 4** *The City shall pursue all available grant sources to eliminate substandard housing. Modern construction codes shall be adopted for all new construction and renovations to existing housing. The number of substandard units shall decrease by 5% county-wide by the year 2044 through demolition and/or renovations, compared to the number of substandard structures as defined by the 2000 U.S. Census Bureau "Measuring the Quality of Housing" statistics.*

**Policy 4.1** Inventory the City's housing stock by the year 2034 to identify substandard units and units qualifying for conservation, rehabilitation or demolition programs. Update on a yearly basis the inventory of substandard housing, removing rehabilitated housing from the inventory and entering housing that has become deteriorated or dilapidated since the last update.

**Policy 4.2** Review the Southern Standard Building Code's minimum housing standards. Adopt and enforce a City-wide minimum housing code ordinance that meets the criteria of the Southern Standard Building Code.

**Policy 4.3** Ensure that procedures enabling the rehabilitation and demolition of housing structures determined to be substandard are carried out in a timely manner.

**Policy 4.4** Seek private, local, state and federal funding for the demolition or rehabilitation of substandard housing. Identify housing and neighborhoods (with the assistance of Health and Rehabilitative Services (HRS), Tri-County Community Council, local government officials, and the private sector) where Community Development Block Grants (CDBG) funds or other funding would be of greatest public benefit that would eliminate substandard housing and improve neighborhood quality through conservation, rehabilitation, weatherization and demolition. Apply funding for housing improvements to those locations in a timely manner.

**Policy 4.5** Consistent with level of service standards, permit mixed-use, cluster

housing, or other reuses of the existing housing stock, which will result in the removal or renovation of substandard housing units.

**Policy 42.6** The City shall review and update or establish nuisance abatement/litter ordinances to maintain the aesthetic qualities of residential areas.

**Objective 5.3** *Allow for development of flexible regulations that meet elderly, handicapped, and low-and moderate-income citizen housing needs. Such needs include small homes, manufactured housing, mobile home sub-divisions and parks, accessory residences, and group/foster care facilities.*

**Policy 53.1** Pursue federal sources of funding earmarked for low-and moderate-income housing, and allocate a minimum of 45% of CDBG funds for such housing.

**Policy 53.2** The City shall appoint an "Affordable Housing Task Force" to assess on an annual basis low- and moderate-income housing needs and recommend programs to facilitate implementation of the Housing Goals, Objectives and Policies. Input shall be sought from each municipality. A report with recommendations will be provided to each municipal council and the county Council with suggestions as to how they can assist in the overall need for affordable housing.

~~**Policy 53.3** The City shall provide density bonuses for developments located within the "low density residential" and "medium density residential" future land use categories that provide affordable housing as defined by the Affordable Housing Needs Assessment for the City of Bonifay.~~

**Policy 53.43** Residential design manufactured homes are allowable in future land use designations permitting residential development on any lot where a site built residential structure would be allowable, except that they would not be allowable in the "historic" land use category, subject to design criteria, including minimum construction standards, minimum dimensions for on-site assembled width across the narrowest portion, roofing material texture/color, roof pitch, materials used for exterior finish and skirting, removal of transportation equipment, and foundation and anchorage requirements. Residential design manufactured homes are also allowable in mobile home parks and subdivisions in some of the residential land use areas and the mixed use land use categories. The City's Land Development Code provides in-depth descriptions.

**Policy 53.54** Standard design manufactured homes are allowable uses in the "agriculture" and "rural residential" future land use categories on any lot or metes and bounds parcel where a site built structure would be allowable and in manufactured/mobile home parks and subdivisions. Such developments shall be subject to all other development standards established by the Comprehensive Plan and the land development regulations. Standard design manufactured homes are also allowed in mobile home parks and subdivisions in the "medium density residential" and "urban mixed use" land use categories.

**Policy 5.5** Mobile homes shall be allowable only in mobile home parks and subdivisions in the residential "estate residential and mixed-use land use

categories.

**Policy 5.6** Accessory residential structures (i.e. "granny flats", "mother-in-law" and "studio" apartments) will be permitted in land use designations permitting residential development, subject to LPA approval, individual property covenants, densities, and level of service standards. To protect the aesthetic qualities of existing neighborhoods, accessory residential structures shall be required to meet site and design criteria so that exterior designs blend with nearby existing residential dwellings. Manufactured accessory residential structures shall be required to meet the site and design criteria of manufactured housing, as stated in Policy 3.4.

**Policy 5.7** Community residential facilities (i.e. foster care, group homes) licensed or funded by the Florida Agency for Health Care Administration and the Department of Children and Families will be allowed to locate in land use designations that permit residential development, depending on the number of residents occupying the home pursuant to Chapter 419, F.S., as follows:

- A. Community residential homes (CRH) shall be located in accordance with the following principles and criteria in Ch4 19 F.S:
  - 1) a CRH shall be allowed in the "Residential" district when six (6) or fewer residents are located in a single-family, noncommercial, residential dwelling provided that such homes are not located within one thousand (1,000) feet of one another; and
  - 2) a CRH shall be allowed in the "Mixed Use" category provided that such homes are not located within one thousand two hundred (1,200) feet of one another or within five hundred (500) feet of a "Residential" category when location of such home is presumed to substantially alter the nature and character of the area. |
- B. Community residential facilities housing seven to fourteen residents are permitted in "residential" and "urban mixed use" future land use categories.

**Objective 6** *The City shall develop procedures for the identification and protection of historically significant housing sites and structures, including structures that are significant examples of the architectural design of their period.*

**Policy 6.1** The City shall assist property owners of historically significant housing in applying for and utilizing private, state and federal financial and technical assistance programs.

**Policy 6.2** The City shall adopt an ordinance allowing for the timely evaluation of housing sites involved in public programs and projects for historical or architectural significance prior to alteration or demolition. Housing sites determined to be of historical or architectural significance shall be recorded prior to alteration or demolition.

**Policy 6.3** Any alteration or rehabilitation of historically or architecturally significant housing shall be done in such a manner as to protect the structure's significance. The City shall adopt procedures that ensure that such significance is protected.

**Policy 6.4** Amend the Building Code to include a delay-of-demolition provision for housing over 50 years old and/or housing found to be of historical or architectural significance. Preservation alternatives shall be evaluated and recording of the site shall be completed during the delay period.

**Policy 6.5** Identify sites and areas with historic designation potential and take measures to have the site and/or district placed on the National Register of Historical Places.

**Policy 6.6** Identify housing structures and sites that merit protection due to their unique characteristics or representative nature. Identify these structures and sites on a "Historic Resources Map" to be used as a reference in the Comprehensive Plan.

**Objective 7:** *The City shall implement a procedure for the conservation of historic and architecturally significant housing.*

**Policy 7.1:** The City shall continue to designate and maintain areas of historic and architecturally significant housing as a "Historic Overlay" on the Future Land Use Map.

**Policy 7.2:** The City shall use "The Secretary of the Interior's Standards for Rehabilitation" and "Guidelines for Rehabilitating Historic Buildings", as a design standard for rehabilitation of identified historic buildings.

**Policy 7.3:** The City shall establish incentives for preserving historically significant housing.

**Objective 9** *Provide relocation housing in a uniform and equitable manner for persons displaced by public programs or projects.*

**Policy 9.1** A housing relocation plan shall be included as an element of any City program or project that requires displacement or relocation of residents. The plan shall contain provisions for interim or permanent housing for persons being

displaced. Very-low- and low-income residents displaced by government action shall be given high priority to obtain public housing or subsidized housing assistance.

**Policy 9.2** Pursue grants to provide for relocating low- and moderate-income residents displaced during the housing rehabilitation process.

**Policy 9:3:** The City shall assist persons displaced by City activities in locating relocation housing as specified in Section 421.55, Florida Statutes.

**Objective 10:** The City shall incorporate provisions in the Land Development Regulations which address structural and aesthetic improvement of existing housing.

**Policy 10.1:** The City shall continue to use the "Nuisance" provisions of the City Code of Ordinances, to control eyesores, junk, nuisances or other similar problems.

**Policy 10.2:** The City shall amend its Land Development Regulations to provide aesthetic improvement regulations for the area within the **City CRA** which may include design guidelines, standards for streetscapes, sidewalks, and building exteriors.

**Objective 11:** The City shall use the following policies to provide for the location of housing for extremely low-, very low-, low- and moderate-income families, and for manufactured homes.

**Policy 11.1:** The City shall continue to allow housing, including mobile manufactured homes, for extremely low-, very low-, low- and moderate-income families within the "Residential" land use category. Location of these land uses will be specified by land use district in the Land Development Regulations.

**Policy 11.2:** Principles and criteria guiding the location of housing for low- and moderate-income families are:

- 1) Design must conform to provisions specified in the City's extremely low-, very low-, low- and moderate- income unless otherwise amended by a development agreement, exemption or variance;
- 2) Construction must conform to the provisions of the Standard Building Code; and,
- 3) densities and intensities must conform to standards specified in the Future Land Use Element of this Plan.

**Policy 11.3:** The City shall continue to use incentives to assist housing providers in constructing housing for extremely low-, very low-, low- and moderate- income families by maintaining adequate infrastructure capacities to accommodate such developments.

**Policy 11.4:** The City shall continue to investigate the feasibility of establishing selected housing programs through coordination with appropriate agencies such as the Farmers Home Administration.

**Policy 11.5:** Location of mobile manufactured homes must conform to density, intensity and performance standards specified in the Future Land Use Element, the Land Development Regulations, and tie-down requirements specified in the Standard Building Code and/or the Flood Damage Prevention Ordinance (Ordinance No. 731).

**Objective 12:** Provide infrastructure and public facilities capacity to allow for the location of households with special housing needs including extremely low-, very low-, low- and moderate-income households, group home and foster care facilities, mobile homes, and rural and farmworker households.

Policy 12.1: The City shall continue to make available, within the limits of realistic financial feasibility, infrastructure and public facilities capacity to accommodate households with special needs.

**Objective 13:** *Promote energy efficiency in new development.*

**Policy 13.1:** The City shall continue to utilize the Florida Building Code as the primary guide in establishing minimum standards for housing construction.

**Policy 13.2:** The City shall refer to the Florida Green Building Coalition or other state or nationally recognized program, for guidance in the development of local initiatives to foster sustainable development practices.

**Policy 13.3:** The City shall encourage housing design and development alternatives that promote renewable energy technologies.

## **2.4 Public Facilities and Services**

### **2.4.1 Sanitary Sewer**

**GOAL:** Provide adequate sewage capacity and collection facilities to accommodate anticipated population demand.

**Objective 1:** *Address existing facilities deficiencies by completion of minor upgrades to collection lines and pump stations.*

**Policy 1.1:** The City shall continue to evaluate the sewer system on an annual basis and shall upgrade, expand or replace its sewage facilities as determined by such evaluation to accommodate population demand and ensure operational efficiency.

**Objective 2:** *Maintain and operate the sewage system in an efficient and cost-effective manner.*

**Policy 2.1:** The City shall continue to require developers to provide sewage



collection lines constructed to City standards as part of proposed new developments and that such lines be connected into the City sewer system.

**Policy 2.2:** The City shall continue to evaluate the capacity, maintenance and operation of its sewage system on an annual basis.

**Policy 2.3:** The City shall maximize its sewage facilities to eighty percent (80%) of available capacity before making commitments for new or expanded facilities.

**Policy 2.4:** Priorities for replacement, correcting existing facilities and facility expansion shall be as follows:

- a. Correction of identified existing deficiencies;
- b. Replacement of facilities to allow for continued operation or design efficiency;
- c. Expansion of facilities.

**Goal:** To provide sanitary sewer facilities that protect ground and surface water quality, promote orderly and compact growth, and enable the local government to expand its economic base.

**Objective 3** *The local government shall adopt a capital improvement program that provides sanitary sewer services so as to encourage compact growth and protection of natural groundwater resources.*

**Policy 3.1** Municipal sewer collection lines shall not be extended to areas outside of municipal boundaries, except for PUD's, educational facilities, and industrial parks or sites located within the urban service zone of the municipality providing such services. Areas designated as "agriculture" and "rural residential" on the Future Land Use Map within a municipality shall not have sewer line extensions; however, sewer service may be extended to development in "agriculture" or "rural residential" land use categories and other land use categories outside urban service zones if it is shown that sewer service would reduce significant amounts of contamination of potable water sources.

**Objective 4** *Correct existing deficiencies as identified under Department of Environmental Protection (DEP) Consent Orders. Provide additional service to areas where development is encouraged on the Future Land Use Maps, concurrent with development. Provide guidelines for on-site sewage disposal systems in areas not served by sanitary sewers.*

**Policy 4.1** The City of Bonifay will repair and/or replace lines where Infiltration and Inflow (I&I) are discovered throughout the planning period.

**Policy 4.2** The City of Bonifay shall maintain Level of Service standards for the municipal sewer system are as follows:

<u>Facility</u>	<u>Location</u>	<u>2010 LOS</u>
City of Bonifay	Bonifay Service Area	270 gpcpd

**Policy 4.3** The municipal sewer system shall provide additional sewer services to areas of identified "residential", "commercial", "mixed use", "industrial", and "public/semi-public/educational" designations as shown on the Future Land Use Map, as long as the established level of service is not exceeded. Priority for establishing new service shall be limited to: 1) Locations within the municipality; and 2) Locations within the municipality's urban service zone.

**Policy 4.4** Effluent from any Waste Water Treatment Plant (WWTP) or package plant shall be continuously monitored to meet minimum waste load allocations to areas of discharge, as established by DEP.

**Policy 4.24.5** The local government operating a wastewater treatment system shall continuously monitor the maintenance of the system and annually evaluate the need for maintenance and repair in the Capital Improvements Element.

**Policy 4.24.6** On-site sewage disposal systems shall be permitted where sewer services are not available within 200 feet of a dwelling or business, in accordance with Chapter 10D-6, FAC. Property owners shall be required to connect to sewers within one year of availability, as defined by Chapter 10D-6, FAC.

**Objective 5:** The City of Bonifay will continue its efforts to implement a procedure to determine impacts on level of service and available capacity for proposed development.

**Policy 5.1:** The City shall continue to use the impact measuring system described in Policy 5.2: of the Future Land Use Element to evaluate impacts caused by proposed development.

**Policy 5.2:** The City shall continue to use the following levels of service to evaluate facility capacity and for issuance of development orders or permits.

a. The City shall use sewage flows specified in Table II, "Estimated Domestic Sewage Flows", found in Rule 64E-6, Florida Administrative Code, for purposes of estimating sewage generated by development activities. These estimates shall be used to make certain that available facility capacity exists to serve the proposed development concurrent with the impacts of such development, and to maintain a cumulative allocation of facility capacity dedicated for approved developments.

b. The City shall use eighty percent (80%) of permitted sewage treatment capacity, or 2.4 mgd, as the threshold for concurrency requirements.

c. For areas which are not served by central sewer, the level of service shall be presumed adequate when the developer receives an on-site sewage treatment permit pursuant to Rule 64E-6, Florida Administrative Code.

**Objective 6:** The City shall use the following policies to coordinate extension, or increase

*in capacity of, facilities to meet future needs based upon adopted level of service standards, population projections, and concurrency capacity thresholds.*

**Policy 6.1:** All extensions of the sewer system shall be constructed in conformance with Chapter 62-600, Florida Administrative Code.

**Policy 6.2:** All connections to the sewer system shall be in conformance with the Standard Plumbing Code - 2009 Edition.

**Policy 6.3:** The City shall continue to coordinate the availability of sewer facilities and capabilities to accommodate the types and densities of land use shown on the Future Land Use Map, or shall adjust the types and densities of land use so as to be compatible with the City's capability to provide sewer service.

**Policy 6.4:** The City shall not permit development which causes the level of service to fall below the standards established in Sanitary Sewer Sub-Element Policy 6.2, unless provision of additional capacity is guaranteed in an enforceable development agreement.

**Policy 6.5:** Average and peak flow design capacity for the City collection system shall be as specified in Chapter 62-600, Florida Administrative Code and/or the Standard Plumbing Code - 2009 Edition.

**Policy 6.6:** Average peak flow design capacity for City treatment systems shall be as specified in the operating permit issued by FDEP. Policy 4.A.4.7: The City shall continue to research and investigate methods of reducing the volume of sludge produced from wastewater facilities and on re-use of wastewater effluent.

**Objective 7:** *Develop a procedure for providing sewage capacity as a means of discouraging urban sprawl and promoting "in-fill" of vacant urban areas.*

**Policy 7.1:** The City shall provide sewage capacity as applicable to promoting the redevelopment objectives of this Plan and shall consider provision of sewer in these areas to be a priority activity.

**Policy 7.2:** Unless a threat to public health and safety exists, the City shall not extend sewer service to unplanned and unserved areas unless it can be demonstrated by the developer that vacant areas with access to sewer or targeted redevelopment areas are unsuited for the proposed development.

**Objective 8:** *Locate damaged and dilapidated sewer lines and determine the course of action to correct deficiency.*

**Policy 8.1:** The City shall locate sewer facilities that are in need of repair so as to avoid or prevent damage to drainageways or surface waters.

## 2.4.2 Solid Waste

**Goal 2: Ensure that adequate solid waste collection and disposal services are available to all citizens and businesses in the most cost effective and environmentally sound manner possible.**

**Objective 2.1** *Private and/or public solid waste removal services shall be available in all portions of the City. Inconvenience brought upon citizens due to geographic locations of landfills will be minimized or eliminated.*

**Policy 2.1.1** The City will monitor the availability of private solid waste collection services for all residents and businesses in their jurisdiction.

**Objective 2.2** *Establish levels of service for solid waste disposal capacity. Ensure landfill space for established LOS standards throughout the planning period. Implement a municipal recycling program. Establish and maintain a hazardous materials transfer facility.*

**Policy 2.2.1** The City hereby adopts a level of service standard for solid waste of 3.80 pounds per capita per day.

**Policy 2.2.2** The City will continue to utilize the Springhill Regional Landfill in Jackson County as the City's solid waste disposal site. Class I, II and III landfills are prohibited in Holmes County.

**Policy 2.2.3** The City of Bonifay shall coordinate with the County and the County's private solid waste collection providers to establish whether a need exists for a solid waste transfer station and, if so, to identify a suitable site(s) and time frame for development of this facility as well as possible sources of funding.

**Policy 2.2.4** The City of Bonifay will continue its recycling program for the County and municipal citizens and businesses. Promotional materials and/or advertising shall be distributed by each local government to encourage citizens to recycle. Grants through state, federal, and private sources will be pursued.

### **2.4.3 Stormwater Management**

**Goal 3: Provide adequate stormwater management to include reasonable protection from flooding, while protecting the quality of receiving waters and investments in drainage facilities.**

**Objective 3.1** *The City of Bonifay shall initiate efforts to plan for the overall management of stormwater.*

**Policy 3.1.1** The City shall complete a Comprehensive Stormwater Master Plan. This may be done independently or cooperatively through interlocal agreements; however, any Stormwater Master Plan produced independently by the City shall be consistent with similar plans for unincorporated areas of Holmes County.

**Policy 3.1.2** Priorities for replacement, correction of deficiencies that may be shown in the stormwater management plan and providing for future facility needs

shall be as follows:

1. When facilities must be replaced they shall be constructed according to the adopted level of service standards;
2. Correction of any remaining deficiencies shall be through the following implementation measures:
  1. Where feasible, new roads shall be designed and constructed and existing roads overlaid providing for stormwater management according to adopted level of service standards according to the time frame adopted in the Capital Improvements Element;
  2. The City shall coordinate with Natural Resource Conservation District erosion and sedimentation control programs and water quality improvement programs.
3. Development orders for new development and redevelopment shall not be issued until the applicant provides proof of DEP, Army Corps of Engineers, or other applicable federal or state agencies, permit or exemption and proof of meeting adopted level of service standards for stormwater management.

**Policy 3.1.3** The development and adoption of a Comprehensive Stormwater Master Plan for the City shall be developed using professional engineering studies of the drainage basins within the City. The plan shall be made in cooperation with the Department of Environmental Protection and Northwest Florida Water Management District. The plan shall include an inventory of existing facilities and shall recommend needed stormwater management improvements, analyze the adopted level of service standards and recommend alternative standards if necessary.

**Objective 3.2** *Coordinate the extension of or increase the capacity of stormwater management facilities to meet future needs. This shall be accomplished in part through enforcement of land development regulations that protect the quantity and quality of stormwater runoff and that ensure that the capacity of stormwater management facilities is designed to meet projected needs.*

**Policy 3.2.1** Stormwater management facilities necessary to accommodate new development shall be designed and constructed by the development. The cost for design, construction and maintenance for stormwater management facilities for developments shall be the sole responsibility of the developer until accepted by the City for permanent maintenance by the City.

**Policy 3.2.2** Projects to retrofit stormwater management facilities shall be prioritized by population served, vehicle traffic counts, quality and use of receiving waters, and ability of the facility to handle existing flows.

**Policy 3.2.3** The City hereby adopts a minimum water quality level of service standard to require stormwater facilities which provide retention, or detention with filtration, of the run-off from the first one inch of rainfall; or, as an option for projects with drainage areas less than 100 acres, facilities which provide for retention, or detention with filtration, of the first one-half inch of run-off or provide for the discharge of stormwater equal to predevelopment levels, whichever is greater and ensure that the stormwater discharged will not degrade the receiving body of water below the state standards outlined in Section 17-302.500, Florida Administrative

Code. Based upon the findings of the Stormwater Master Plan, the City shall consider the need for a more stringent level of service in areas of special need.

**Policy 3.2.4** The City hereby adopts a minimum water quantity level of service that requires the first one (1) inch of runoff from the property be retained on the site of the development and post-development runoff shall not exceed the pre-development runoff rate for a twenty-five (25) year storm event, up to and including an event with a twenty-four (24) hour duration. The LDR shall include design and performance standards that meet Section 17-25.025, Florida Administrative Code (F.A.C.) and Section 17-3.051, F.A.C.

The level of service standard for stormwater management on City roads shall allow street gutter systems to flow over full; however, ten to twelve feet of the road crown may not be submerged so as to allow traffic to move at a slightly reduced speed. Stormwater swales and ditches may be full with water overflowing the tops and edges in some locations and may be ponded eight to ten feet onto private property and yards. Inlets and culverts may flow full to overfull slightly backing up water at entrances.

**Policy 3.2.5** No approvals for development shall be issued for new development which would not comply with the adopted level of service.

**Objective 3.3** *Stormwater management regulations will be incorporated into the land development regulations. Revisions to the LDR will be made after the completion of a Stormwater Master Plan, as necessary.*

**Policy 3.3.1** Stormwater management regulations will prohibit the alteration of existing drainage features unless such alterations will not create adverse impacts in the form of decreased performance for upstream and downstream areas. The evaluation of adverse impacts shall be by acceptable engineering methodologies and shall consider storage volume, conveyance capacity, water quality and maintenance. Stormwater management regulations shall require that future development utilize the stormwater management plan(s) as a basis for design.

**Policy 3.3.2** Stormwater management regulations will:

- (a) Require that new developments provide stormwater management systems which meet the water quality and quantity levels of service defined in Drainage Policies 3.2.3 and 3.2.4;
- (b) Require that appropriate stormwater engineering, design and construction standards for on-site systems are provided and utilized;
- (c) Require that erosion and sediment controls are used during development;
- (d) Require that the owner provide periodic inspection and maintenance of on-site systems, unless the City for maintenance accepts the system;
- (e) Require buffer zones for areas adjacent to natural drainage features;
- (f) Provide for new commercial, industrial, public and residential developments to integrate their stormwater management systems into their project's landscaping, open space, or recreational areas and to require the maintenance of the building lot's native vegetation in order to absorb

- stormwater run-off; and,
- (g) Include provisions to prevent the creation of breeding areas for disease-carrying vectors, such as mosquitoes; and
- (8) Prohibit the channeling of stormwater runoff directly into water bodies.

#### 2.4.4 Potable Water

**Goal 4:** To efficiently provide adequate supplies of potable water in the City of Bonifay for domestic, business, industrial, and outdoor uses, to provide for the conservation of potable water, and to provide adequate volume and flow for all purposes.

**Objective 4.1** *The City shall implement procedures to correct potable water deficiencies to its well and delivery systems and serve future development within the adopted service area.*

**Policy 4.1.1** The City adopts the following as its level of service for the provision of potable water.

Quantity- 276 gallons per capita per day (gpcpd)

1. Pressure-LOS of 35 psi at point of delivery
2. Minimum Storage Capacity -Sufficient storage to provide one half of the maximum daily system demand in combination with standby pumping capacity.

**Policy 4.1.2** The City shall initiate a study for the need for new wells or potable water sources when the total use of the municipal water system reaches 85% of capacity.

**Policy 4.1.3** The City shall continuously investigate suspected areas of major water line leaks and repair such leaks to reduce the loss of potable water in the municipal water system. Priority for repairs will be given to locations of known older water lines or to areas where reconstruction of underground facilities is scheduled.

**Policy 4.1.4:** Proposed upgrades to the system, including extension of distribution lines, shall be prioritized according to the degree each alleviates existing deficiencies, promotes infill development, and promotes growth in accordance with the "Future Land Use Map Series". The needs of water customers within the existing service area shall be met before extensions are constructed outside of present service area boundaries.

**Policy 4.1.5** Improvements to the potable water system shall be timed to ensure capacity is available to serve future development in accordance with the "Future Land Use Element" of this plan. Development orders will not be issued until capacity equivalent to that identified under Policy 4.1.1 becomes available from the public water system.

**Policy 4.1.6** The City of Bonifay will consider the impacts of development on the potable water system when surrounding unincorporated areas are being considered for annexation into the City. The City shall project the average demand of potable water in the proposed annexed area according to the City land use designations on the Bonifay Future Land Use Map.

**Policy 4.1.7** All new development shall be required to connect to the public water system in the City of Bonifay upon adoption of the plan. Industries may use private wells if such use does not interfere with the quantity or quality of water withdrawn from public well.

**Objective 4.2** *The City shall require water conservation fixtures and conservation irrigation techniques for landscaping in new development so as to maintain the adopted LOS standards throughout the planning period. (Conservation irrigation techniques shall not be construed to apply to agricultural activities.)*

**Policy 4.2.1** Water conserving devices shall be required in all new and reconditioned development and structures. Water conservation devices include, but are not limited to, fixtures for water closets, showerheads, and faucets. New and reconditioned public restrooms shall be required to have fixtures which have automatic shut-off features.

**Policy 4.2.2** New development, public or private, shall be required to protect natural vegetative communities on development sites, use native vegetation in landscaping, and use xeriscaping (no or low water landscaping techniques) in areas of public access (i.e. parking lot buffers, medians, landscaped areas).

**Policy 4.2.3** The City will encourage the use of drought tolerant native vegetation and turf that adapt with soils and low-water holding capacities.

**Policy 4.2.4.** The City will encourage new development to use mulch in landscaped areas that require extensive watering.

**Objective 4.3** *Afford protection to wellheads so as to reduce the possibilities of contamination near new and existing wells.*

**Policy 4.3.1** Protection zones will be established around existing and future public wellfields. The City will establish a 200-foot radius zone of exclusion around wellheads that excludes future development near wells, and a 500-foot radius buffer zone limiting land uses to development that could not contribute to groundwater contamination around new and existing wellheads.

**Objective 4.4** *The City will maintain a five-year schedule of capital improvement needs for water system facilities, to be updated annually in conformance with the review process for the Capital Improvements Element.*

**Policy 4.4.1** The City will evaluate and rank capital improvement projects proposed for inclusion in the five-year schedule of capital improvement needs.



**Objective 4.5** *The Municipal water system shall follow standards established for other local governments for potable water services.*

**Policy 4.5.1** The City shall follow State and Federal standards for potable water as established by the Department of Health.

## **2.4.5 Natural Groundwater Aquifer Recharge**

**Goal 5: Provide protection for the natural functions of groundwater aquifer recharge areas.**

**Objective 5.1** *The function of natural groundwater recharge to the Sand-and-Gravel Aquifer and Floridan Aquifer shall be protected through the regulation of land uses and provision of adequate open space.*

**Policy 5.1.1** The City shall continue to require new development to provide for on-site percolation of stormwater.

**Policy 5.1.2** The City shall continue to require new development to protect and/or create vegetated areas to provide natural pervious surfaces for Sand and Gravel and Floridan Aquifer recharge.

**Policy 5.1.3** For the purposes of aquifer recharge protection, Land development regulations shall prohibit land uses that discharge substances that have the potential to infiltrate and degrade the quality of groundwater. All existing potable water wellfields which supply potable water for public consumption shall incorporate a minimum five-hundred (500) foot prohibited development zone around the perimeter of the well. All new wells which supply potable water for public consumption in the City shall be required to establish a two-hundred (200) foot zone of exclusion immediately surrounding the new wells and overlaying the five hundred (500) foot Wellfield Protection Zone.

**Policy 5.1.4** The City of Bonifay shall rely on the Northwest Florida Water Management District (NFWFMD) to provide data for identifying the location of high aquifer recharge areas. This data is not currently available on the City or County level for Bonifay and Holmes County but may become available on the County level in the future. A generalized map of aquifer recharge areas for the northwest Florida region, as produced by the NFWFMD, has been included in the Future Land Use maps series. At such time as more detailed data or a more specific map is available, the Land Development Code shall be updated to contain a definition and map of potential aquifer recharge areas in Bonifay.

**Policy 5.1.5** Bonifay is at least partially located in a vulnerable/more vulnerable area for aquifer recharge according to Florida Aquifer Vulnerability Assessment (FAVA) data. As such, land uses that pose a threat of contamination to groundwater, such as commercial and industrial uses or solid waste transfer

stations or processing facilities, are to be prohibited in wellhead protection zones as well as in high aquifer recharge. These high impact land uses shall be prohibited adjacent to natural areas such as wetlands, streams and other surface water bodies without a vegetative buffer as provided for in the Bonifay Land Development Regulations.

**Policy 5.1.6** Bonifay shall limit the amount of allowable impervious surfaces through enforcement of the maximum allowable Impervious Surface Ratios established in Policy 5.1 of the Future Land Use Element.

**Policy 5.1.7** Bonifay shall manage stormwater runoff in order to reduce sedimentation and non-point pollution by modifying the land development code as discussed in Section 2.4.3, Stormwater Management.

**Objective 5.2** *Provide assistance for the identification of potential hazardous storage sites/underground storage facilities to appropriate state agencies to eliminate such contamination.*

**Policy 5.2.1** The City shall cooperate with state and federal investigations whose purpose is to identify potential groundwater contamination sources within their jurisdictions.

## 2.5 CONSERVATION

**Goal:** Preserve, enhance, and maintain the natural resources and environmental amenities of the City to a state of quality which is the highest possibly attainable.

**Objective 1** *The City shall coordinate with appropriate county, state, and federal agencies in the planning, management, and educational activities that will maintain or improve national ambient air quality standards in the city.*

**Policy 1.1** Industrial land uses shall be located in compatible land use areas where impact on air quality can be minimized. Buffers between incompatible land uses shall be required. Ensure that industrial development complies with state and federal regulations regarding emission control.

**Policy 1.2** The City shall implement transportation improvements that will reduce incidences of traffic congestion and promote the use of bike and pedestrian paths to help reduce automobile pollution.

**Objective 2** *Prevent degradation of surface water, natural ground water recharge areas, and wellhead protection areas below water quality classifications designated by the Department of Environmental Protection (DEP).*

**Policy 2.1** Throughout the planning period, the City shall require that all new development, using the site plan review process, provide safe and orderly stormwater management systems.

**Policy 2.2** The municipality's central sewer systems shall be in compliance with

all effluent standards in the operation of the wastewater treatment plant. The City shall coordinate with the DEP to ensure that the plant is operating to standards and that necessary improvements in operation and/or facilities are made as required to meet the conditions of the operating permit and DEP standards as soon as funds can be procured.

**Policy 2.3.** The City shall decrease air pollution from auto emissions by maintaining established level of service standards and through provision of non automotive vehicular and pedestrian facilities.

**Objective 3:** Identify and provide reasonable conservation measures consistent with private property rights, for locally significant environmental resources.

**Policy 3.1:** Locally significant environmental resources are as follows:

1. Soils;
2. Wetlands;
3. Flood Zones;
4. Chipola River;
5. Aquifer Recharge Areas;
6. Natural Vegetation;
7. Wildlife Habitat; and,

**Policy 3.2:** Environmentally sensitive resources which shall be shown as "Conservation" on the Future Land Use Map are as follows:

1. Chipola River;
2. Wetlands;
3. Flood Zones; and
4. Soils with severe limitations to development.

**Objective 3** *Throughout the planning period, the City shall reduce hazards to life and property in, and protect the flood assimilative functions of all areas that fall within, the 100-year floodplain by restricting development in these areas.*

**Policy 3.1** The City shall continue to enforce existing setbacks along floodplain areas.

**Objective 4** *Throughout the planning period, the City shall conserve the water supply and protect the quantity and quality of the current water source and any new water sources through appropriate land use planning, regulation, and education and through cooperation with environmental planning and regulatory agencies.*

**Policy 4.1** The City shall continue to adhere to any emergency water conservation measures imposed by the Northwest Florida Water Management District.

**Policy 4.2** When development or redevelopment cannot occur without degrading wetlands, the impacts shall be mitigated pursuant to DEP permitting regulations.

**Policy 4.3** Channeling runoff directly into surface water bodies shall be prohibited, and natural watercourses shall not be dredged, cleared of vegetation, deepened, widened, straightened, or otherwise altered without appropriate local, state and federal permits. Stormwater facilities shall be designed to protect surface water bodies from the impact of runoff. Best Management Practices shall be utilized to avoid impacts of erosion or sedimentation or high rates of flow.

**Policy 4.4** The City shall only allow septic tanks in areas where public sewer is unavailable and only where the soils are suited for septic tank use through enforcement of land development regulations.

**Policy 4.5** The City shall restrict land uses with the potential to discharge substances which could infiltrate and degrade the groundwater and restrict land coverage by impervious surfaces in identified cones of influence well head protection zones and areas of high recharge potential.

The following restrictions shall be placed on development in areas of moderate to high recharge potential:

1. Impervious surface shall be limited to 50% of the total gross acreage of a given parcel for all land uses.
2. New solid waste disposal facilities and hazardous waste disposal and transfer facilities shall be prohibited.
3. Domestic and industrial wastes shall not be applied to the land. Wastes shall be considered to include any liquid or solid product including, but not limited to, hazardous, non-hazardous, and toxic wastes and wastewater. This definition shall not be construed to prohibit the use of individual household septic tank systems or other alternative domestic waste systems, which satisfy all other federal, state and local requirements.

**Policy 4.6** The development and adoption of a comprehensive Stormwater Master Plan for Bonifay shall be completed in its entirety or in phases. This plan will include an inventory of existing facilities and shall recommend needed drainage improvements, analyze the adopted level of service standards and recommend alternative standards if necessary.

**Objective 5** *Throughout the planning period, the City shall conserve and protect any existing minerals natural to the City.*

**Policy 5.1** Identify locations of, and provide for the appropriate use and protection of areas suitable for extraction of commercially valuable deposits of

minerals. Regulations shall provide for buffer between mining activities and adjacent uses.

**Policy 5.2** The City shall prohibit any mining activities within ecologically sensitive areas (e.g., wetlands or floodplains).

**Objective 6** *The City shall conserve and protect soils, native vegetative communities, wildlife, and wildlife habitats, with an emphasis on threatened and endangered species.*

**Policy 6.1** Environmentally sensitive lands shall be defined as property having one or more of the following characteristics: functioning wetlands; habitat for rare, threatened or endangered species or species of special concern; and potable water well fields. Land use activities within and adjacent to environmentally sensitive lands, including conservation and recreation areas designated on the Future Land Use Map, shall be limited to activities that will not degrade the natural, physical and biological functions of such lands. The following development criteria shall be applied to Environmentally Sensitive Lands:

1. Site plan approval shall be required;
2. No fill or regrading of the property shall be allowed except to establish required road elevations and for driveways, unless the environmental assessment shows that fill or regrading the site will not adversely alter the hydrology of the site;
3. The City will require that development proposals for land containing listed species of habitats for listed species and/or endangered and threatened plant species (as identified by the Florida Natural Areas Inventory, the U.S. Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission) must protect these habitats or prepare a suitable alternative management plan.

**Policy 6.2** The City shall adopt a Landscape Ordinance, which provides for the extensive use of native vegetation, thereby promoting the regeneration of natural habitats.

**Policy 6.3** The City shall cooperate with adjacent local governments to conserve, appropriately use, or protect unique vegetative communities located within one or more jurisdictions through interlocal agreements.

**Policy 6.4** Coordinate with all appropriate agencies to develop a database to facilitate the identification, location and habitat needs of all plant and animal species in the City which are endangered, threatened or of special concern. Utilize this database to amend land development regulations where necessary and in reviewing development permit applications.

**Policy 6.5** Cooperate with appropriate agencies, such as the Department of Environmental Protection and the Northwest Florida Water Management District in developing and annually updating a comprehensive list of conservation and recreation land acquisition programs.

**Policy 6.6** All disturbed land, whether from mining, agriculture, forestry or other land use shall be revegetated with a permanent vegetative cover when such land uses are discontinued. Require that all land where cover vegetation has been disturbed shall be managed using "Best Management Practices" as recommended by the U.S. Soil Conservation Service, the Northwest Florida Water Management District, and the Division of Forestry of the Department of Agriculture.

**Policy 6.7** The City shall seek to acquire environmentally sensitive lands for conservation lands when funds are available through the Preservation 2000 Program and its associate programs, the CARL Program, the Save Our Rivers Program, and the Florida Communities Trust.

**Objective 7** *Throughout the planning period, the City shall prohibit the disposal of hazardous wastes into the public sewer system, canals, ditches and the sanitary landfill.*

**Policy 7.1** Through intergovernmental coordination, City shall initiate hazardous waste amnesty days.

**Policy 7.2** In order to protect natural resources and public sewer systems, the City, will coordinate with the Department of Environmental Protection and the West Florida Regional Planning Council to develop guidelines for the transfer, storage and treatment of hazardous wastes and the verification of disposal practices of small quantity generators, which shall be required to be following for issuance and renewal of business licenses.

**Policy 7.3** The general public shall be informed of the dangers of hazardous waste materials and methods of safe disposal through periodic newspaper notices.

**Policy 7.4.** The City will work to distribute land uses in a manner that minimizes the effect ad impact on wetlands. The protection and conservation of wetlands by direction of incompatible land uses away from wetlands shall occur in combination with other principles. Where incompatible land uses are allowed to occur, mitigation shall be considered as one means to compensate for loss of wetland functions.

**Objective 8** *Throughout the planning period, the City shall conserve and protect any wetlands in the City.*

**Policy 8.1** Identify locations of and provide for the appropriate use and protection of areas designated as wetlands by the wetlands inventory map in the Future Land Use Map series. Regulations shall provide for buffer between wetlands and adjacent uses.

**Policy 8.2** The City shall discourage incompatible adjacent land use that may potentially impact the functionality of identified wetlands in the City, and provide principles, guidelines and strategies within this plan to protect identified wetlands. These incompatible uses include industrial and commercial uses and solid waste transfer stations or waste processing stations that pose a threat to sensitive water resources.

**Policy 8.3** The City shall discourage development from areas designated as wetlands.

**Policy 8.4** The City shall encourage the development of policies to provide for buffering of wetlands within the City.

**Policy 8.5.** For every ten year period the City shall analyze the demands on water availability, including evaluation of agricultural, industrial and potable water use and the quality and quantity.

## 2.6 RECREATION AND OPEN SPACE

**Goal:** Provide adequate recreation facilities, active and passive, and open space to sufficiently meet the needs of the present and future population of the City.

**Objective 1** *The City will identify, ensure preservation of, and provide for public access to recreation facilities, and open spaces, and nature reserves.*

**Policy 1.1** As deemed necessary, and when land is available, the City will provide parking areas and bicycle racks for recreation sites.

**Policy 1.2** When necessary and when feasible, bike paths and pedestrian walkways that can accommodate alternative means of transportation shall be built to provide access to recreation areas. The City will encourage the establishment of recreation trails to increase opportunities for biking, walking and other forms of outdoor recreation.

**Policy 1.3** All future recreation facilities shall provide usability and access to all segments of the population, including the very young, the handicapped, and the elderly.

**Policy 1.4** When necessary and when feasible, all existing recreation facilities shall provide usability and access to all segments of the population, including the very young, the handicapped, and the elderly.

1. To facilitate barrier-free access to both existing and future parks, ramps will be used instead of stairs. Railings will also be provided for the elderly, handicapped, and the young to grasp. Restroom facilities will be designed to provide access to the handicapped. All other facilities will be constructed for use by all.

**Objective 2** *Throughout the planning period, the City shall coordinate with, other local*

*governments, and the private sector to ensure that future recreation needs of the City are met.*

**Policy 2.1** When necessary and when feasible the City shall seek formal or informal agreements with the Holmes County School Board for use of school playfields and other facilities.

**Policy 2.2** The City shall require the dedication of land for recreation, or a fee in lieu of land, for all future residential developments.

**Objective 3** *Ensure that parks and recreation facilities and open spaces are adequately and efficiently provided by public agencies and private enterprises to maintain the adopted level of service standard.*

**Policy 3.1** The City hereby adopt the following recreation levels of service:

1. Neighborhood Parks - provide a compatible balance of activities through casual and programmed play with facilities found in a mini-park and multi-purpose courts/fields, pavilion, walkways, jogging paths, etc.  
1-acre optimum minimum size up to 5 acres; within or adjacent to neighborhood(s); 2 acre per 1,000 population; 1/4-mile service area radius and/or serve population of up to 2,500
2. Open Space - medians, public squares or right-of-way  
No minimum size; 1 acre per 1,000 population; municipal service area radius
3. Community Parks - includes facilities found in neighborhood parks, athletic facilities, and other specialized facilities such as community buildings, tennis courts, swimming pools, etc.  
5-acre optimum minimum size up to 50 acres; serving more than one neighborhood or community; 2 acres per 1,000 population; 1/2-mile service area radius and/or serve population of 2,500+
4. Regional Parks - includes facilities found in community parks and other specialized facilities such as community centers, arenas, etc.  
20-acre optimum minimum; serving several communities; 2 acres per 1,000 population; no service area radius and serves the entire county population.

**Policy 3.2** The City shall meet bicycling needs during the planning period as state roads are repaved and paved shoulders/bike lanes are added under policies established by the Florida Department of Transportation.

**Policy 3.3** The City, through the adopted Concurrency Management System, track the capacity of recreation facilities and when additional facilities are needed, shall utilize funds acquired through implementation of Policy 2.2, grant applications for State or Federal funds or local general revenues to provide the needed additional



facilities concurrent with that need.

**Policy 3.4** The City shall continue to maintain and improve existing park sites and recreation facilities.

**Policy 3.5** Through negotiations with property owners, obtain title, easements, or other ownership interest in areas commonly used for public access to waterways in the City.

**Objective 4** *Throughout the planning period, the City, and the private sector shall coordinate in a continuing and professional effort to provide adequate open space within the City. This objective shall be accomplished, in part by using the subdivision review process, which shall require the provision of open space.*

**Policy 4.1** In addition to open space provided through natural reservations, protected environmental lands, and stormwater management areas, the City shall require the provision of open space within all future residential development projects.

**Policy 4.2** The land development regulations shall include definitions of open space, parks, and recreation facilities.

## 2.7 INTERGOVERNMENTAL COORDINATION

**Goal:** Coordinate the goals, objectives and policies addressed in the Comprehensive Plan between the City and other governmental and private sector entities to provide for consistent land use functions and effective and efficient governmental services.

**Objective 1** *The City will meet annually or more often if needed with the Holmes County School Board to establish agreements on the locating of new educational facilities, coordinate the availability of services and population growth/trends with land use, and to improve the multiple use of municipal and county owned facilities.*

**Policy 1.1** The City shall execute an interlocal agreement with the Holmes County School Board to coordinate population projections and implement school location criteria. The interlocal agreement will address at a minimum:

1. Collaboration on Department of Education enrollment projections and the population projections used in the Comprehensive Plan; and
2. Coordination between school siting compatibility requirements pursuant to sections 235.19 and 235.193, Florida Statutes (F.S.), including integration of the educational plan survey (required to be submitted every five years pursuant to s 235.15, F.S.), the general educational facilities report (required to be submitted annually by the school district pursuant to s. 235.194, F.S.), and applicable policies and procedures of the school district, with the Comprehensive Plan Future Land Use Element and land development regulations of the City.

**Policy 1.2** Agreements will be reached that allow for the use of municipal and county owned recreational facilities for school activities, with a similar agreement being attained and maintained for public use of appropriate school facilities.

**Objective 2** *The City will enter into interlocal agreements to coordinate governmental functions and impacts within their jurisdictions and initiate joint efforts with adjacent local governments or regional government agencies.*

**Policy 2.1** The City will develop a plan that will specify services provided to locations outside of municipal limits to unincorporated areas and establish boundaries as to the geographic limits of such services. Adjacent local governments will evaluate this plan annually.

**Policy 2.2** The City shall determine a method of developing a comprehensive Stormwater Master Plan. This plan shall establish an intergovernmental cooperative effort among the local governments by pursuing independent efforts towards the development of the plan, consistent with the Stormwater Master

**Policy 2.3** Land use designations in areas annexed by the City shall be consistent with adjacent land uses within the County. Disputes over consistency will be negotiated through efforts of the local governments, local planning agency, mediation procedures through the regional planning council, or other methods agreed upon by the governments in dispute over the land use designations.

**Policy 2.4** The City shall provide an invitation to Holmes County to develop common goals and objectives to provide for consistent land use along the shared borders as well as to develop cooperative economic opportunities for citizens of all jurisdictions. Meetings shall be held minimally on a biannual basis.

**Policy 2.5** The City shall provide an invitation to Washington County, the City of Chipley and City of Carryville to develop common goals and objective to allow for consistent land uses along the shared border of these local governments and to develop cooperative economic opportunities for citizens of all jurisdictions. Meetings shall be held at least on an annual basis.

**Policy 2.6** The City shall be provided with written reports concerning joint meetings held with adjacent local governments and shall act appropriately upon the recommendations provided.

**Policy 2.7** The City council shall review the proposals of development within their jurisdictions and comment on the impacts of such development on adjacent local government jurisdictions in and outside of municipal or county boundaries.

**Policy 2.8** During the development review process, each proximate municipality shall review, comment and make recommendations on development proposals within a given municipality's jurisdiction. The City shall give proximate municipalities and counties ample opportunity to schedule necessary meetings, advertise, and prepare any documentation necessary for such review. The reviews, comments and recommendations provided by a municipality to the City shall be made in a timely manner. The City shall act upon the comments and recommendations of the

municipalities and counties.

**Policy 2.9** All amendments to the Comprehensive Plan will comply with the requirements of the Community Planning Act. Each adjacent or proximate municipality or county shall be notified by registered mail of these deadlines accordingly. The public will be notified through newspaper advertisements of such dates. It shall be the responsibility of the City to prepare amendment proposals to the Comprehensive Plan that affect development and/or concurrency within their jurisdictions. The City shall present amendment proposals to the County by the established deadlines. Amendment proposals submitted to the County shall be presented in a professionally written and/or mapped format for the convenience of the Holmes County Planning Commission, Board of County Commissioners, and the public.

**Policy 2.10** The City will establish formal procedures for review of annexation requests and for resolving annexation issues noting agricultural enclaves are not defined as urban sprawl in Section 163.3164 Florida Statutes.

**Objective 3** The City will biannually attend an intergovernmental coordination forum hosted by Holmes County with related local, state, and federal agencies with a specified interest in the region to increase cooperation and understanding among such governmental agencies.

**Policy 3.1** The following agencies shall be invited to attend the forum:

Tri-County Community Council  
 Florida Department of Transportation, District III  
 Florida Department of ~~Community Affairs~~ Commerce  
 Florida Department of Environmental Protection, Northwest District  
 Florida Department of State, Division of Historical Resources  
 Florida Division of Forestry  
 Florida Fish and Wildlife Conservation Council  
 Florida Department of Corrections  
 Florida Department of Health & Rehabilitative Services, Holmes County Public Health Unit  
 West Florida Regional Planning Council  
 Northwest Florida Water Management District  
 Other appropriate agencies as directed by the Local Planning Agency

**Policy 3.2** The City will be invited to speak to the entire forum for a specified time about concerns related to the County and its municipalities, including the impacts of development. The Holmes County Planning Council will submit a report to the local governments reporting findings and providing recommendations to the Board of County Commissioners and city/city councils.

**Objective 4** *The City will coordinate the setting of level of service standards for all public facilities consistent with any state, or regional entity having operational and maintenance responsibility for the facility.*

**Policy 4.1** The Comprehensive Plan shall reflect coordinated level of service standards for all public facilities not owned by the City.

**Policy 4.2** Coordinate with the West Florida Regional Planning Council in setting levels of service for transportation facilities.

**Objective 5** *Conflict resolution with other agencies shall be achieved through formal or informal processes.*

**Policy 5.1** Achieve conflict resolution through informal negotiation resulting in a "Memorandum of Agreement" or other statement of intent.

**Policy 5.2** Consult with the West Florida Regional Planning Council for informal conflict mediation where appropriate to resolve issues related to findings of fact or consensus building.

**Policy 5.3** Provide for joint meetings of the county Council and the city/city councils of adjacent local governments to resolve intergovernmental coordination issues.

**Policy 5.4** Formal mediation shall be entered into only after other alternatives have failed to arrive at a resolution of the issue. A professional mediator specifically trained in mediation techniques should conduct formal mediation.

**GOAL: Collaborate and coordinate with the School Board of Holmes County (School Board) to ensure high quality public school facilities, which meet the needs of the City of Bonifay's existing and future population.**

**Objective 6** *The City will implement the School Interlocal Agreement with the School Board, municipalities and adjacent counties providing for close coordination and evaluation of development proposals.*

**Policy 6.1** General types of provisions that will be included in the interlocal agreement in order to advise the School Board, adjacent counties, special taxing districts and municipalities of proposed developments which would impact their jurisdiction include:

1. Transmission of a monthly memo from the Holmes County Planning Department and or Planning Districts to the above entities and others on the Comprehensive Plan mailing list describing proposed developments and planning activities;
2. Provision for a feedback process/information exchange so the above entities can inform the Planning Department of any potential adverse impact(s) from proposed developments and/or conflicting planning activities through the Local Planning Agency as well as through public meetings with notices published in the newspaper; and/or
3. Provision of district-wide application of LOS standards.

**Objective 7** *The City of Bonifay shall strive to maintain and enhance joint planning processes and procedures for coordination of public education facilities for planning and decision making.*

**Policy 7.1** On an ongoing basis, the City shall establish new and review existing coordination mechanisms that will evaluate and address its comprehensive plan and programs and their effects on the comprehensive plans developed for the adjacent local governments and other units of local government providing

services, but not having regulatory authority over use of land, and the State, by an annual county-wide forum, joint meetings or other types of forums with other agencies. Assistance for this effort shall be requested from regional and state agencies, as needed.

**Policy 7.2** On an annual basis, the City shall ask the School Board to provide information from their 5-year Capital Facilities Plan to determine the need for additional school facilities. The School Board shall provide to the City a yearly general education facilities report. The educational facilities report shall contain information detailing existing facilities and their locations and projected needs. The report shall also contain the School Board's capital improvement plan, including planned facilities with funding representing the district's unmet needs.

**Policy 7.3** In order to coordinate the effective and efficient provision and siting of public educational facilities with associated infrastructure and services within Holmes County, the Holmes County Board of County Commissioners, the Holmes County School Board, the City of Bonifay, and Cities of Esto, Noma, Ponce de Leon and Westville shall meet jointly to develop mechanisms for coordination. Such efforts may include:

1. Coordinated submittal and review of the annual capital improvement program of the City of Bonifay, the annual Facilities Work Program and Educational Plant Survey of the Holmes County School Board;
2. Coordinated review and assessment of the associated costs and expenditures of siting and developing schools with needed public infrastructure;
3. Coordinated review of residential planned developments or mixed use planned developments involving residential development;
4. Use of a unified database including population (forecasts of student population), land use and facilities;
5. Use of the Staff Working Group (with representative from each of the entities) to review coordinated siting of schools with parks for multi-functional use. Directives resulting from the joint meeting shall be incorporated into the Comprehensive Plan, Land Development Regulations, and other appropriate mechanisms as deemed necessary; and/or

Use of the staff working group, with representation from all the entities, that will meet at least once annually to review and coordinate school LOS and issues of mutual concern. The group will review population and enrollment projections to ensure the maintenance of the LOS and financial feasibility of the Capital Improvements Program (CIP) and work plan.

## 2.8 CAPITAL IMPROVEMENTS

**Goal 1: Establish the fiscal procedures and circumstances necessary for the timely and efficient provision of public facilities through sound fiscal policies.**

**Objective 1** Use this Element, and annual updates thereof, as the designated means to meet the needs for construction of capital facilities to correct existing deficiencies, accommodate desired future growth, and replace obsolete or worn-out facilities.

Policy 1.1 On an annual basis, the City shall continue to evaluate facility needs relative to: level of service deficiencies; repair and replacement of obsolete or worn-out facilities; and, the need for new facilities to accommodate growth. Costs to accommodate capital improvements shall be funded, or phased for funding, as a distinct capital budget within each account fund.

- A. For inclusion in the Capital Improvements Element, capital improvements shall mean physical assets constructed to provide, improve, or replace public facilities and which are large in scale, high quality cost, nonrecurring, and often requiring multi-year financing. For the purpose of inclusion in this Element, capital improvements shall include projects of programs with a total cost of more than \$25,000. For the purpose of inclusion in this Element, capital improvements shall only include projects or programs with a total cost of more than \$25,000.
- B. The City shall establish a program for replacement and/or renewal of capital facilities to ensure that the levels of service do not fall below the standards called for in the Plan.
- C. The City-sponsored projects which are under negotiation prior to plan amendments shall be subject to the policies of the Capital Improvements Element. Potential impacts of the City-sponsored projects on the available capacity of the infrastructure to serve the projects shall be considered in accordance with the provisions of the Capital Improvement Element 1.5 of this plan.
- D. The City will, in conjunction with the annual process or preparation of the operating budget, prepare/update and adopt a five-year Capital Improvements Program (CIP), the first year of which shall

be annual capital portion of the adopted budget. The City will add a new fifth year by December 1<sup>st</sup> each year. The following criteria shall be followed in developing and updating the CIP:

- a. The timetable for preparation shall be similar to that used for the preparation of the annual operating budget so that financial resources available for capital projects can be identified, implication of planned capital projects on the projects can be identified, implications of planned capital projects on the operating budget can be reflected.
  - b. The CIP shall include those capital improvements required by the City to implement the level of service standards contained in this Plan; and
  - c. This element shall be reviewed at least annually in conjunction with the update of the CIP and shall be updated as needed to remain consistent with applicable new information.
- E. Amendments for capital improvements not included in this Element may be made periodically to the Capital Improvement Program and shall not require a plan amendment. However, where amendments address facilities included in this Element, such amendments shall only be made in conformity with this Plan.

**Goal 2. Provide public facilities to meet existing deficiencies and maintain adopted level of service standards as identified in the comprehensive plan.**

***Objective 2** Capital improvements and fiscal resources shall be included in the Capital Improvements Element and shall be consistent with the needs identified in other elements of the comprehensive plan. The Capital Improvements Element and the Five-Year Schedule of Capital Improvements shall be reviewed annually and revised as appropriate to meet identified existing deficiencies, accommodate desired future growth, replace obsolete or worn-out facilities, and maintain adopted level of service standards.*

**Policy 2.1** Evaluation of capital improvement projects shall include the following criteria:

- 1. Elimination of capacity deficiencies and public health and safety hazards;
- 2. Correction of deficiencies based on level of service;
- 3. Accommodation of new development and redevelopment consistent with the Future Land Use Element and Map;
- 4. Financial feasibility and the impact on the county and municipal budgets;
- 5. Financial feasibility relative to the size and capabilities of the City;
- 6. Availability of State or Federal financial assistance in defraying costs;
- 7. The extent to which the expenditure is necessary to meet the mandates or regulatory requirements of other units of government;
- 8. The extent to which the capital improvement will generate revenues or

- otherwise produce positive benefits for the City;
- 9. Need for the capital improvement to accommodate new or additional growth; and
- 10. Compatibility with other state agencies providing public facilities within Holmes County

**Policy 2.2** The maximum ratio of total debt service to total revenue shall not exceed 25%.

**Policy 2.3** Funding for infrastructure replacement and renewal shall be evaluated and allocated so as to minimize the operating costs and maximize the life of infrastructure.

**Objective 3** *The Five-Year Schedule of Capital Improvements is the mechanism the City will use to coordinate land use decisions and fiscal resources to maintain the adopted level of service standards and to provide needed capital improvements identified in the other elements of the Comprehensive Plan. The Five-Year Schedule of Capital Improvements shall show financial feasibility.*

**Policy 3.1** The City of Bonifay will coordinate the annual review and revision of the Five-Year Schedule of Capital Improvements. Final recommended projects to be included in the Schedule will be according to the following guidelines:

- a) an established need to protect public health and safety, to fulfill the City's legal commitment to provide facilities and services, or to preserve or achieve full use of existing facilities;
- b) increased efficiency of use of existing facilities, prevention or reduction of future improvement costs, provision of service to developed areas lacking full service, or promotion of in-fill development; and
- c) the project represents a logical extension of facilities and services within a designated urban service zone.

**Policy 3.2** The City of Bonifay will show financial feasibility of the Five-Year Schedule of Capital Improvements through the fifth year with committed funding sources in years one through three.

**Policy 3.3** The City shall continue to consider the deficiencies identified as part of the planning process to be priority needs and shall include funding, or phasing, to correct such deficiencies.

**Policy 3.4** The City shall charge fees and rates for enterprise activities in sufficient amounts so as to meet applicable bond obligations, and maintain adequate funds for repair and replacement of facilities.

**Objective 4** *Capital improvements identified in the Traffic Circulation, Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Recreation Elements shall be scheduled consistent with the Five-Year Schedule of Capital Improvement Projects.*



# Capital Improvements Element Balance Sheet

Section VII, Item C.

Fiscal Year: 2023-24

Category	2023-24 Committed Funds	2024-25 Committed Funds	2024-25 Planned Funds	2025-2026 Committed Funds	2025-2026 Planned Funds	2026-27 Committed Funds	2026-27 Planned Funds	2027-28 Committed Funds	2027-28 Planned Funds	Source
Public Facilities										
<b>Revenue</b>										
General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$9,805,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,805,000.00	\$0.00	
Revenues Total	\$9,805,000.00									
<b>Expenditures</b>										
City Hall Remove	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	State and Federal Grants/ Loans
Police Department Relocation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	State and Federal Grants/ Loans
Fire Substations 1 & 2	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325,000.00	State and Federal Grants/ Loans
Recreation Center	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	State and Federal Grants/ Loans
Affordable Housing Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	State and Federal Grants/ Loans
WWTP Solar Farm	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,000,000.00	State and Federal Grants/ Loans
WWTP Expansion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000,000.00	State and Federal Grants/ Loans
Public Works Office and Maintenance Barn	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280,000.00	State and Federal Grants/ Loans
Bonifay Police Substation 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00	State and Federal Grants/ Loans
Bonifay History Museum	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$275,000.00	State and Federal Grants/ Loans
Hurricane Shelter Old Middle School Gym	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	State and Federal Grants/ Loans
Recreation Center Expansion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00	State and Federal Grants/ Loans
City Hall Server	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	State and Federal Grants/ Loans

<b>Expenditure Totals</b>	\$9,805,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,805,000.00	Section VII, Item C.	
<b>Annual Balance</b>	\$9,805,000.00									
<b>Five Year Planning Period Balance</b>	\$9,805,000.00									

Category	2023-24	2024-25	2025-26	2026-27	2027-28	Source				
Pedestrian Safety & ADA Improvements	Committed Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	
Revenue										
Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$34,050,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34,050,090.00	\$0.00	
Revenues Total	\$34,050,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expenditures										
Waukesha (Hwy 90-North Avenue) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00	State and Federal Grants/ Loans
Waukesha (I-10-Hwy90) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	State and Federal Grants/ Loans
SUNtrail Hwy 90 (City limits- West)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,500,090.00	State and Federal Grants/ Loans
Main Street (Banfill Ave-W/ Pennsylvania Ave) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Moore Lane (Hubbard St- Magnolia St) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
10" Water Main Extension interconnecting medical district	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	State and Federal Grants/ Loans
Taylor St. (W. Minnesota Ave-W/ Montana Ave) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Still St. (Banfill Ave.-Anderson St.) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Cook St. (Moody St. SR79) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
S. Varner St (US 90-End) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
S. Oklahoma St (US90-end) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Caldwell Ave. (Weeks St- Scenic Hill Circle) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Armstrong St (US90-Mckinnon Ave) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Mathusechek St (US 90- McKinnon Ave.) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans

										Section VII, Item C.
Jernigan Ave (SR 79 Clifford St.) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	Grants/ Loans
Stewart St (Banfill Ave - W. Hwy 90) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Byrd Ave ((SR 79- S. Weeks St) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
McKinley Dr. (CR 173-CR173) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Dena-Rob Road (Weeks St - End) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Judah Street (Clifford St.-Weeks St.) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Hightower Ave (SR 79 -Clifford St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Son-in-law Rd(SR 79 -Clifford) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Redbird Road (Banfill Ave - N.McGee Rd) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
McLaughlin Ave (Arretta St-Telefair St.) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Cotton St (McLaughlin AveHam - End) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Cotton St (McLaughlin AveHam - End) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Hamlin St (W. Iowa Ave- W Montana Ave) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
MLK Blvd. (SR 79-Pine St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Virginia Ave (J Harvey Etheridge-Pine St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
N Carryville Rd (Arretta ST-W North Ave) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Scenic Hill Circle (E. Brock Ave- S Weeks St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Evans Ave (Main St-Pine St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
McKinnon Ave. (Edison St-SR79) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Tracy St (W. Iowa Ave-W North Ave) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans

										Section VII, Item C.
Iowa Ave (Tracy St- Pine St) Sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	
Depot St (Banfill Ave- Folmar St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Wisconsin Ave (Rangeline St- Hubbard St.) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Minnesota Ave (Hubbard St - N. Rangeline) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Kansas Ave (Arretta St - Varner St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Rangeline St (McLaughlin Ave- W North Ave) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Pennsylvania Ave (Telfair Ave - Pine St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
St Johns Road (SR79-Jenkins Road) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Indiana Ave (N. Carryville Rd- Hubbard St) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Brock Ave. (McGee Rd-Chance Rd) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Nebraska Ave (J. Harvey Etheridge St - Bonifay Chipley Rd) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Varner St (Evans -CR 173) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Michigan Ave (cul-de-sac end of W. Michigan-French Drive) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Clifford St (Son-in-law Rd- SR 79) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
State St (MLK Ave - SR 173) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Weeks St (Judah St-US 90) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Oklahoma St (US90-E North Ave) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Hubbard St (US90- CR173) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
E. North Ave (Hubbard St- Sylvanhurst Dr) sidewalk	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
VWVTP stairs	\$0.00								\$250,000.00	
<b>Expenditure Totals</b>	<b>\$34,050,090.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.400</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$34,050,090.00</b>	<b>\$0.00</b>	

<b>Annual Balance -Potable Water</b>	\$34,050,090.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Section VII, Item C.
<b>Five Year Planning Period Balance</b>										
<b>Infrastructure Category</b>	<b>2023-24</b>	<b>2024-25</b>	<b>2025-26</b>	<b>2026-27</b>	<b>2027-28</b>	<b>Source</b>				
	<b>Committed Funds</b>	<b>Committed Funds</b>	<b>Planned Funds</b>	<b>Committed Funds</b>	<b>Planned Funds</b>	<b>Committed Funds</b>	<b>Planned Funds</b>	<b>Committed Funds</b>	<b>Planned Funds</b>	
<b>Parks and Recreation</b>										
<b>Revenue</b>										
General Revenue Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	
Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants/Loans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Planned + Committed (Years 4 &amp; 5 Only)</b>	\$5,623,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,623,000.00	\$0.00	
<b>Revenues Total</b>	\$5,623,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Expenditures</b>										
Banfill Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85,000.00	State and Federal Grants/ Loans
Waukesha Dog Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	State and Federal Grants/ Loans
The Sandlot Farmer's Market	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	State and Federal Grants/ Loans
Lift Station Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Updated pumping at each park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	State and Federal Grants/ Loans
ADA Playground Equipment at each park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	State and Federal Grants/ Loans
Middlebrooks Park land clearing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00	State and Federal Grants/ Loans
Outdoor Adult Fitness Park	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$145,000.00	State and Federal Grants/ Loans
Middlebrooks Park Splashpad	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00	State and Federal Grants/ Loans
Decorative Street lights	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	State and Federal Grants/ Loans
Decorative Street signage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,000.00	State and Federal Grants/ Loans
Community Pool	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$600,000.00	State and Federal Grants/ Loans
Vetrans Memorial Park Upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	State and Federal Grants/ Loans
Mrs. Etta Hudson's Park Upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	State and Federal Grants/ Loans
Middlebrooks Park upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	State and Federal Grants/ Loans
										State and Federal Grants/ Loans

Memorial Field Softball upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	Section VII, Item C.
Pocket Park in Downtown	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550,000.00	State and Federal Grants/ Loans
Ampitheater	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$350,000.00	State and Federal Grants/ Loans
Memorial Field upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	State and Federal Grants/ Loans
Cemetery Land Expansion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$175,000.00	State and Federal Grants/ Loans
<b>Expenditure Totals</b>	\$5,538,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,538,000.00	\$0.00	State and Federal Grants/ Loans
<b>Annual Balance</b>	\$5,538,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Five Year Planning Period Balance</b>	\$5,538,000.00									

Infrastructure Category	2023-24			2024-25		2025-26		2026-27		2027-28		Source
	Committed Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	
Public Safety												
<b>Revenue</b>												
General Revenue Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$1,895,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,895,000.00	\$0.00	
<b>Revenues Total</b>	\$1,895,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Expenditures</b>												
Fire - 8 sets of gear	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000.00	State and Federal Grants/ Loans
Fire - APEX Jack kit	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	State and Federal Grants/ Loans
Fire- Jaws of Life	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	State and Federal Grants/ Loans
Fire - Breathing System	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$95,000.00	State and Federal Grants/ Loans
Fire - Engine 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$625,000.00	State and Federal Grants/ Loans

Section VII, Item C.										
Fire - Pumper 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00
Fire - Squad 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00
Fire- Brush 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Fire - SCBA Apparatus	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Fire and Police Radio Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
Police - Weapon Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Police - Vehicle Replacement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,000.00
Police - Toughbook Computers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00
Police - Bullet Proof Vest	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Police - Fire Extinguishers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
AEDs for all Vehicles and City Buildings (approximately 25)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Fire and Police- Technology Upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Police - Misc. upgrades	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
<b>Expenditure Totals</b>	<b>\$1,895,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,895,000.00</b>	<b>\$0.00</b>
<b>Annual Balance</b>	<b>\$1,895,000.00</b>									
<b>Five Year Planning Period Balance</b>	<b>\$74,400,000.00</b>									

Infrastructure Category	2023-24 Committed Funds	2024-25 Committed Funds	2024-25 Planned Funds	2025-26 Committed Funds	2025-26 Planned Funds	2026-27 Committed Funds	2026-27 Planned Funds	2027-28 Committed Funds	2027-28 Planned Funds	Source
Roadway Improvements										
<b>Revenue</b>										
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Planned + Committed (Years 4 &amp; 5 Only)</b>	<b>\$74,400,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$74,400,000.00</b>	<b>\$0.00</b>	

<b>Revenues Total</b>	\$74,400,000.00										<i>Section VII, Item C.</i>
<b>Expenditures</b>											
<u>Moody Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	FAA, State and Federal Grants
<u>Depot Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	FAA, State and Federal Grants
<u>McGee Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	FAA, State and Federal Grants
<u>Veteran's Memorial Blvd</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	FAA, State and Federal Grants
<u>Moody Street/Hwy 90 intersection</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	FAA, State and Federal Grants
<u>Hwy 90/Wakesha Intersection</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	FAA, State and Federal Grants
<u>Wakesha/St. Johns Intersection</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	FAA, State and Federal Grants
<u>hwy 90/ Blue Devil Loop Intersection</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	FAA, State and Federal Grants
<u>Weeks Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	FAA, State and Federal Grants
<u>Scenic Hill Circle</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Banfill Avenue</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>St Johns Road</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Son-in-law</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Brock Ave (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Cotton Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Tracy Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Redbird Avenue</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Varner Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Wisconsin Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FAA, State and Federal Grants
<u>Stewart Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	FAA, State and Federal Grants
<u>Acorn Trail</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Anderson Drive</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Armstrong Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Arretta Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Blue Jay Drive</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Bobbie Smith Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
<u>Brooks Drive</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants



Byrd Avenue East	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	Section VII, Item C.	
Caldwell Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Carville Road North	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Chance Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Clifford Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Cook Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Creswell Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Daisy Lane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Dena Rob Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Edison Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Evans Avenue (East and West)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
French Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
FSU Lane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Griffin Circle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Hamlin Street (North)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Hatcher Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Hightower Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Highway 177A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
Hwy 90 East and West	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
Industrial Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Iowa Avenue (East and West)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
Itchy Acres Lane	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
J. Havey Ethridge Street North	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Jenkins Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Jernigan Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Judah Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Judy Lucus Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$850,000.00	FAA, State and Federal Grants	
Kansas Avenue East and West	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	

<u>Lisenby Drive</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,0	Section VII, Item C.	
<u>Lonnie Lindsey Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Magnolia Street (South)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>McKinley Drive</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>McKinnon Avenue (West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>McLaughlin Avenue (West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Meadow Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Michigan Avenue (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>Mid Park Avenue</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	FAA, State and Federal Grants	
<u>Midway Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	FAA, State and Federal Grants	
<u>Minnesota Avenue (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>Montana Avenue (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>Moore Avenue (East)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Moore Lane (East)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Neal Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Nebraska Avenue (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>North Avenue (East and West)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>Oak Terrace Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Oklahoma Street (North and South)</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants	
<u>Panhandle Lane</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	
<u>Park Circle</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants	

Parrish Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	Section VII, Item C.
Pecan Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FAA, State and Federal Grants
Pennsylvania Avenue (East and West)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants
Phase II Circle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Raley Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Rangeline Street (North)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Sandpath Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Scenic Circle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Segrest Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Sideline Boulevard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
Smith Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	FAA, State and Federal Grants
State Street (North and South)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants
Sycamore Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Taylor Street (North)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Telfair Street	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Thomas Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Tiller Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Treadwell Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Varner Street (North and South)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants
Veneer Circle	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	FAA, State and Federal Grants
Veteran's Boulevard	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	FAA, State and Federal Grants
Virginia Avenue (East and West)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	FAA, State and Federal Grants
Wagner Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		FAA, State and Federal Grants
Washington Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
Wendy Lewis Drive	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$750,000.00	FAA, State and Federal Grants
<b>Expenditure Totals</b>	<b>\$74,400,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$74,400,000.00</b>	<b>\$0.00</b>

<u>Annual Balance</u>	\$74,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Section VII, Item C.
<u>Five Year Planning Period Balance</u>										

Infrastructure Category	2023-24	2024-25		2025-26		2026-27		2027-28		Source
	<u>Committed Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	
<b>Revenue</b>										
General Revenue Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
CDBG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utility Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$5,155,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,155,000.00	\$0.00	
Revenues Total	\$5,155,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Expenditures</b>										
Downtown Building Purchase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Downtown Commerical Buildings Rehabilitation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,150,000.00	State and Federal Grants/ Loans
Redevelopment Agency Establishment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	State and Federal Grants/ Loans
Digital License and Permit Process	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	State and Federal Grants/ Loans
Comprehensive Plan Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90,000.00	State and Federal Grants/ Loans
Land Use Regulations Update	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00	State and Federal Grants/ Loans
City of Bonifay Branding Plan and Manual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	State and Federal Grants/ Loans
Main Street Designatin for Waukesha Way	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	State and Federal Grants/ Loans
Commercial Propety Purchase	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	State and Federal Grants/ Loans
Commercial Property Development	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	State and Federal Grants/ Loans
CSX Spur Addition	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00	State and Federal Grants/ Loans
Annual Balance	\$5,155,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,155,000.00	\$0.00	
Five Year Planning Period Balance	\$5,155,000.00									
Infrastructure Category	2023-24	2024-25		2025-26		2026-27		2027-28		Source

<u>Stormwater Drainage Improvements</u>	<u>Committed Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	
<b>Revenue</b>										
<u>Grants</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>General Fund</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00
<u>Planned + Committed (Years 4 &amp; 5 Only)</u>	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00	\$0.00	
<u>Revenues Total</u>	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Expenditures</b>										
<u>Stormwater Park near Middlebrooks Park</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	State and Federal Grants/ Loans
<u>Clifford Street-Waukesha-Judah Avenue Drainage Improvements</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	State and Federal Grants/ Loans
<u>Etheridge Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$900,000.00	State and Federal Grants/ Loans
<u>Busy Bee Site</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$700,000.00	State and Federal Grants/ Loans
<u>Industrial Park Site</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00	State and Federal Grants/ Loans
<u>Moody Street</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	State and Federal Grants/ Loans
<u>Expenditure Totals</u>	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00	\$0.00	
<u>Annual Balance</u>	\$5,400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Five Year Planning Period Balance</u>	\$5,400,000.00									

<u>Infrastructure Category</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Source</u>
	<u>Committed Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	<u>Committed Funds</u>	<u>Planned Funds</u>	
<u>Sanitary Sewer/Wastewater</u>						
<b>Revenue</b>						
<u>General Fund</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<u>Grants</u>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>Planned + Committed (Years 4 &amp; 5 Only)</u>	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00
<u>Revenues Total</u>	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Expenditures</b>						

Lift Station Rehab	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Section VII, Item C.
Service Expansion along N. Waukesha	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Grants and Federal Grants
Service Expansion along E Hwy 90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Grants and Federal Grants
Service Expansion along W Hwy 90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	Grants and Federal Grants
Service Expansion along North Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	Grants and Federal Grants
Collection System Improvement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	Grants and Federal Grants
Expenditure Totals	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	Grants and Federal Grants
Annual Balance	\$650,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	\$0.00	
Five Year Planning Period Balance	\$650,000.00								\$0.00	\$0.00	

Infrastructure Category	2023-24	2024-25		2025-26		2026-27		2027-28		Source
Potable Water	Committed Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	
Revenue										
General Revenue Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Insurance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$38,410,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Revenues Total	\$38,410,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,410,000.00	\$0.00	
Expenditures										
Water Improvements Phase 1-4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,400,000.00	and Federal
Remote Read Meters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1,000,000.00	and Federal
Fire Hydrant Renap and Replacement Phased Projects 1-4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FRDAP, State and Federal
Well Pump 4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,500,000.00	FRDAP, State and Federal
Well 4 Water Tank	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	and Federal
Water Main Replacement W/ Virginia Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FRDAP, State and Federal

Water Main Replacement E/W Michigan Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	Section VII, Item C.	
Water Main Replacement E/W Evans, E/W Pennsylvania	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Oklahoma	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Nebraska	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement E/W Iowa, E/W Kansas	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Parking lots Water Main Replacement E/W Indiana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement E/W Wisconsin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	FRDAP, State and Federal Grants	
Water Main Replacement N. State, E/W North	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Rangeline	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement W. Montana	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Hamlin	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement McLaughlin, Ethridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Carryville	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Armstrong	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Barefield, Comet, Cricket	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Everly, Dusty, J. Powell	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement S. Waukesha	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Depot, McKinnon	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Moore Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement E. Hwy 90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Veteran's Blvd.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800,000.00	and Federal Grants	
Water Main Replacement Jenkins, Smith, Brooks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$460,000.00	and Federal Grants	
Water Main Replacement Sylvanhurst, Happy Hollow	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Water Main Replacement W. Hwy 90, McGee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Water Main Replacement Tracy, Telefair	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Water Main Replacement Northdale	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Water Main Replacement Grey	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Water Main Replacement E. Hwy 90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	
Service Expansion along N. Waukesha	\$0.00	\$0.00	\$0.00	\$01.050	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants	

Service Expansion along VV, Hwy 90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	Section VII, Item C.
Service Expansion along North Avenue	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants
Service Expansion along E. Nebraska, Old Bonifay Road	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants
Water Main Replacement McLaughlin, Etheridge	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$950,000.00	and Federal Grants
<b>Expenditure Totals</b>	\$38,410,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38,410,000.00	\$0.00
<b>Annual Balance</b>	\$38,410,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Five Year Planning Period Balance</b>	\$38,410,000.00									

Infrastructure Category	2023-24	2024-25	2025-26	2026-27	2027-28	Source				
Special Projects	Funds	Funds	Planned Funds	Committed Funds	Planned Funds	Funds	Planned Funds	Funds	Planned Funds	
Revenue										
General Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Planned + Committed (Years 4 & 5 Only)	\$1,215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,215,000.00	\$0.00	
Revenues Total	\$1,215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Expenditures										
Mural Project	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300,000.00	FRDAP, State and Federal Grants
Born Learning Trail	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	State Grants
Art-Wauk (arts for all program supplies)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	FRDAP, State and Federal Grants
Bonifay Sports and Leisure Master Plan	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	and Federal Grants
Waukesha Crosswalk Revitalization	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	and Federal Grants
City Structures Beautification Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000.00	and Federal Grants
Imagination Library	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	and Federal Grants
Including Students with Disabilities	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75,000.00	and Federal Grants
Soil Study	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	and Federal Grants
Welcome Signs for City Limits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	and Federal Grants
Community Engagement Projects	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200,000.00	FRDAP, State and Federal Grants
Expenditure Totals	\$1,215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,215,000.00	\$0.00	
Annual Balance	\$1,215,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Five Year Planning Period Balance	\$1,215,000.00									

Infrastructure Category	2023-24	2024-25		2025-26		2026-27		2027-28		Source
	Committed Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	Committed Funds	Planned Funds	
Fleet/Equipment										



**Revenue**

Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Planned + Committed (Years 4 & 5 Only)	\$4,332,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,332,000.00	\$0.00
Revenues Total	\$4,332,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Expenditures**

Vac-Con Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$450,000.00	FRDAP, State and Federal Grants
Dump Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$125,000.00	FRDAP, State and Federal Grants
Crane Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$63,000.00	FRDAP, State and Federal Grants
Bucket Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120,000.00	FRDAP, State and Federal Grants
Mowers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60,000.00	FRDAP, State and Federal Grants
Utility Trailers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00	FRDAP, State and Federal Grants
Backhoe	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00	FRDAP, State and Federal Grants
Public Works Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	FRDAP, State and Federal Grants
Demolition Saw	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	FRDAP, State and Federal Grants
Backpack Blowers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	FRDAP, State and Federal Grants
Plate Compactors	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	FRDAP, State and Federal Grants
Public Works Van	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,000.00	FRDAP, State and Federal Grants
Tractor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	FRDAP, State and Federal Grants

Section VII, Item C.										
Mini Excavator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	and Federal Grants
WWTP Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$650,000.00	FRDAP, State and Federal Grants
Emergency Power Generator City Hall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	FRDAP, State and Federal Grants
Emergency Power Generator City Hall	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	FRDAP, State and Federal Grants
Emergency Power Generator Police Department	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	FRDAP, State and Federal Grants
Emergency Power Generator Hurricane Shelter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400,000.00	FRDAP, State and Federal Grants
Emergency Power Generator Fire Station 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$250,000.00	FRDAP, State and Federal Grants
Well 1 Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	FRDAP, State and Federal Grants
Well 2 Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	FRDAP, State and Federal Grants
Well 3 Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	FRDAP, State and Federal Grants
Well 4 Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	FRDAP, State and Federal Grants
Well 5 Generator	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	FRDAP, State and Federal Grants
Portable Generators	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	FRDAP, State and Federal Grants
Public Works Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00	FRDAP, State and Federal Grants
Portable Sewer Diesel Bypass Pump	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24,000.00	FRDAP, State and Federal Grants
Public Works Truck	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00	FRDAP, State and Federal Grants
Expenditure Totals	\$4,332,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,332,000.00	\$0.00	
Annual Balance	\$4,332,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Five Year Planning  
Period Balance

\$4,332,000.00

*Section VII, Item C.*

**Policy 4.1** Capital improvement projects identified in the Five Year Schedule of Capital Improvement Projects shall be included in the City of Bonifay annual Capital Budget.

**Policy 4.2** Capital improvement projects adopted in the Five-Year Schedule of Capital Improvements shall maintain the following level of service standards:

LEVEL OF SERVICE (LOS) STANDARDS

A. Roads

Traffic Circulation Facilities from the Traffic Circulation Element  
- LOS based on Peak Hour/PM Trips

<u>Roadway Type</u>	<u>LOS</u>
Freeways (Major Arterial)	C
State Roads (Principal Arterial)	C
County Roads (Minor Arterial)	C
Local (Local)	C

B. Sanitary Sewer

1. The City shall use sewage flows specified in Table II, "Estimated Domestic Sewage Flows" found in **Rule 64E-6**, Florida Administrative Code for purposes of estimating sewage generated by development activities. These estimates shall be used to make certain that available facility capacity exists to serve the proposed development concurrent with the impacts of such development, and to maintain a cumulative allocation of facility capacity dedicated for approved developments.
2. The City shall use 90% of permitted sewage treatment plant capacity (373 gallons per day), based on sustained average monthly flows, as the threshold for denying development permits for compliance with concurrency requirements.
3. For areas which are not served by central sewer, the level of service shall be presumed adequate when the developer receives an on-site sewage treatment permit pursuant to Rule 64E-6, Florida Administrative Code.

Public Facilities and Services from the Public Facilities Element

C. Sanitary Sewer

<u>Facility</u>	<u>Location</u>	<u>2010 LOS</u>
City of Bonifay	Bonifay Service Area	270 870 gpcpd

Potable Water

- 1. Quantity- 373\_gallons per capita per day (gpcpd)
- 2. Pressure- LOS of 35 psi at point of delivery
- 3. Minimum Storage Capacity -Sufficient storage to provide one half of the maximum daily system demand in combination with standby pumping capacity.

**D. Solid Waste**

The City hereby adopts a level of service standard for solid waste of 3.80 pounds per capita per day.

**E. Drainage**

The City hereby adopts a minimum water quality level of service standard to require stormwater facilities which provide retention, or detention with filtration, of the run-off from the first one inch of rainfall; or, as an option for projects with drainage areas less than 100 acres, facilities which provide for retention, or detention with filtration, of the first one-half inch of run-off or provide for the discharge of stormwater equal to predevelopment levels, whichever is greater and ensure that the stormwater discharged will not degrade the receiving body of water below the state standards outlined in Section 17-302.500, Florida Administrative Code. Based upon the findings of the Stormwater Master Plan, the City shall consider the need for a more stringent level of service in areas of special need.

The City hereby adopts a minimum water quantity level of service that requires the first one (1) inch of runoff from the property be retained on the site of the development and post-development runoff shall not exceed the pre-development runoff rate for a twenty-five (25) year storm event, up to and including an event with a twenty-four (24) hour duration. The LDR shall include design and performance standards that meet Section 17-25.025, Florida Administrative Code (F.A.C.) and Section 17-3.051, F.A.C.

The level of service standard for stormwater management on City roads shall allow street gutter systems to flow over full; however, ten to twelve feet of the road crown may not be submerged so as to allow traffic to move at a slightly reduced speed. Stormwater swales and ditches may be full with water overflowing the tops and edges in some locations and may be ponded eight to ten feet onto private property and yards. Inlets and culverts may flow full to overfull slightly backing up water at entrances.

These water quality and quantity standards shall apply to all new development and redevelopment, regardless of project size.

**F. Recreation**

The City hereby adopt the following recreation levels of service:

Neighborhood Parks - provide a compatible balance of activities through casual and

programmed play with facilities found in a mini-park and multi-purpose courts/fields, pavilion, walkways, jogging paths, etc.

1-acre optimum minimum size up to 5 acres; within or adjacent to neighborhood(s);

2 acre per 1,000 population; 1/4-mile service area radius and/or serve population of up to 2,500

Open Space - medians, public squares or right-of-way

No minimum size; 1 acre per 1,000 population; municipal service area radius

3. Community Parks - includes facilities found in neighborhood parks, athletic facilities, and other specialized facilities such as community buildings, tennis courts, swimming pools, etc.

5-acre optimum minimum size up to 50 acres; serving more than one neighborhood or community; 2 acres per 1,000 population; 1/2-mile service area radius and/or serve population of 2,500+

4. Regional Parks - includes facilities found in community parks and other specialized facilities such as community centers, arenas, etc.

20-acre optimum minimum; serving several communities; 2 acres per 1,000 population; no service area radius and serves the entire county population.

**Policy 3.3** Capital improvement projects identified in the Five-Year Schedule of Capital Improvement Projects shall provide the public facilities necessary to serve developments for which development orders were issued prior to the adoption of the Comprehensive Plan.

**Objective 4** *Future development shall bear a proportionate cost of facility capital improvements where necessary to maintain adopted level of service standards.*

**Policy 4.1** Fees or special assessments will be utilized as necessary to provide funding for future capital projects or debt service. Fees or assessments will be based on the benefits derived by users of the related facilities.

**Objective 5** *Development orders or permits shall be issued consistent with the provision of needed capital improvements and adopted level of service standards.*

**Policy 5.1** The City shall not issue a development order or permit which results in the reduction in the level of service adopted in the Bonifay Comprehensive Plan.

**Policy 5.2** Land development regulations shall include a development review process to determine the availability of public facilities concurrent with the impacts of development. Development orders and permits will not be issued unless facilities that meet the adopted level of service standards are available or are assured to be available concurrently with the impacts of development.

**Policy 5.3** Reviews of proposed developments shall be coordinated by the City to determine the sufficiency of existing and planned infrastructure to serve the

development. Land development regulations shall include a development review process to determine the availability of public facilities concurrent with the impacts of development.

**Objective 6** *The City of Bonifay shall adopt the Capital Improvements Projects from other agencies by reference.*

**Policy 6.1** The City shall adopt by reference the Capital Improvements Plan from the Department of Transportation where the CIP refers to projects that address the adopted LOS for the City of Bonifay.

**Policy 6.2** The City shall adopt by reference the Capital Improvements Plan from the Holmes County School Board where the CIP refers to projects that address adopted LOS for the City of Bonifay.

**GOAL:** The City shall ensure that future needs are addressed consistent with the adopted LOS standards for public schools.

**Objective 7** *Implement School Concurrency by Managing the timing of residential subdivision approvals, site plans or their functional equivalent to ensure adequate school capacity is available consistent with adopted LOS standards for public school concurrency.*

**Policy 7.1** Consistent with the Interlocal Agreement, the School Board and County agree to the following standards for school concurrency in Holmes County:

TYPE OF SCHOOL	LEVEL OF SERVICE
Elementary	100% of permanent FISH capacity
Middle	100% of permanent FISH capacity
K-8	100% of permanent FISH capacity
High	100% of permanent FISH capacity

**Policy 7.2** The City shall ensure that future development pays a proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted LOS standards, using legally available and appropriate methods for school facilities.

**Policy 7.3** The City hereby incorporates by reference the School Board’s most current Facilities Work Program that includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities, in consultation with the School Board’s projections of student enrollment, based on the adopted LOS standards for public schools.

**Policy 7.4** The City, in coordination with the School Board, shall annually update the Capital Improvements Element by adopting by reference the School Board’s financially feasible Work Program, to ensure maintenance of a financially feasible CIP and to ensure LOS standards will continue to be achieved and

maintained during the 5-year planning period.

**Policy 7.5** The 5-year schedule of improvements ensures the LOS standards for public school are achieved and maintained within the period covered by the 5-year schedule. After the first 5-year schedule of capital improvements, annual updates to the schedule shall ensure LOS standards are achieved and maintained within each year of subsequent 5-year schedule of capital improvements.

**Policy 7.6** The City of Bonifay will update its Capital Improvements schedule on an annual basis by December 1<sup>st</sup>, to incorporate the upcoming 5 years of the School Board's CIP. Holmes County and the Holmes County School Board will coordinate during updates or amendments to the Holmes County 2010 Comprehensive Plan and updates or amendments for long range plans for School Board facilities.

**Policy 7.7** The City of Bonifay shall ensure maintenance of the financially feasible CIP and to ensure LOS standards will continue to be achieved and maintained within each year of the subsequent 5-year schedule of capital improvements.

**Policy 7.8** The City's strategy, in coordination with the School Board, for correcting existing deficiencies and addressing future needs includes:

1. Implementation of a financially feasible 5-year schedule of capital improvements to ensure LOS standards are achieved and maintained;
2. Identification of adequate sites for funded and planned schools;
3. The establishment of an impact fee ordinance in order to generate additional revenue to help fund school improvements; and
4. The establishment of a Staff Working Group that meets at least annually to consider amendment to LOS standards assuming cost feasibility and other amendments to the interlocal agreement and comprehensive plan consistent with Policy 5.1 of the Public Schools Facilities Element.



## 3

## **CONCURRENCY MANAGEMENT SYSTEM**

The purpose of the Concurrency Management System is to establish a mechanism which ensures necessary capital facilities and services to support development concurrent with the impact of development. Maintaining adopted level of service standards for traffic circulation, sanitary sewer, solid waste, drainage, potable water, and recreation is the function of the City of Bonifay as described hereunder to guide the review of development order applications. The City shall commit to providing a financially feasible Capital Improvements Element as per SB 360 and Policy 2.2 of the Capital Improvements Element. Levels of service standards to be used for determining concurrency are identified in Policy 3.2 of the Capital Improvements Element.

The City shall prepare written findings on proposed developments' compliance with the concurrency requirement. The capacity of a new facility may be used in the compliance determination under one or more of the following scenarios for each facility type:

### ***Roads***

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract which provides for the commencement of the actual construction of the required facilities or the provision of services within one year of the issuance of the development permit; or
- (5) The necessary facilities and services are guaranteed in an enforceable development agreement which requires the commencement of the actual construction of the facilities or the provision of services within one year of the issuance of the applicable development permit. An enforcement development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes or an agreement or development order issued pursuant to Chapter 380, Florida Statutes.

### ***Sanitary Sewer, Solid Waste, Stormwater Management, and Potable Water***

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued; or
- (4) The necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of this Chapter. An enforceable development agreement may include, but is not limited to, develop or an agreement or development order issued pursuant to Chapter 380, Florida Statutes.

## **Recreation**

- (1) The necessary facilities and services are in place at the time a development permit is issued; or
- (2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur; or
- (3) The necessary facilities are under construction at the time a permit is issued.

Sufficient information shall be provided by the developer/applicant for the purpose of determining concurrency. The City will advise the developer/applicant concerning the items of information necessary for an assessment of the proposed developments' impact on services. Compliance reviews, including review by all appropriate City departments, will be coordinated by the City and will occur simultaneously with the site plan review. Prepared findings shall be submitted to the City of Bonifay Planning Council for recommendation to the Board of City Commissioners. In no case shall a recommendation for issuance of a development order be made if the projected service demand exceeds capacity. Likewise, a determination of concurrence must be made prior to approval of an application for a development order.

A development order may be issued if a determination of available capacity is made. A development order shall not be issued if the demand for service created by the existing and/or new facility exceeds capacity. Development orders may be approved in stages or phases so that facilities and services required by each phase are available consistent with adopted level of service standards.

Any elimination, deferment or delay in the construction of a facility or service required to maintain the adopted level of service standard and contained in the five year schedule of capital improvements, shall require a Plan amendment.

Prior to the annual City budget process, coordination will occur with appropriate staff to review existing and projected capacity needs. The results and recommendations from this coordination will be provided during the budget process for use in amending the annual Capital Improvements Plan, where necessary. The City will have adopted a monitoring system to determine whether they are complying with the adopted LOS standards and schedules of capital improvements.

The following general guidelines shall be used to interpret and apply level of service standards to applications for development orders and permits. Concurrency evaluation shall be performed for roads, wastewater, potable water, solid waste, drainage, and recreation and open space. Service demand from previously issued development orders shall be included in calculations of existing capacity. The City shall apply all Concurrency Management System provisions into the appropriate portions of the City's Land Development Regulations.

## **Roads**

Existing level of service shall be compared to the adopted level of service standard. Demand generated by new development will be based on trip generation characteristics included in the adopted land development regulations.

**Wastewater**

Proposed on-site septic systems shall show proof that all applicable HRS permits, pursuant to 10D-6, F.A.C., have been obtained. For all other than on-site septic systems, proof shall be required from the service provider that the project is within the service area and there is available capacity to serve the proposed development.

**Potable Water**

On-site potable water wells shall show proof of a permit issued by the Northwest Florida Water Management District. Applicants for owner-occupied mobile homes shall provide a notarized affidavit verifying the existence of a functioning potable water well on site. For all other than on-site potable water wells, proof shall be required from the service provider that the project is within the service area and there is available capacity to serve the proposed development.

**Solid Waste**

Applications for development orders and permits shall document the availability of service (collection) from private haulers serving the area.

**Drainage**

The following permits shall be required to accompany an application for a development permit in order to determine available capacity:

- All applicable DER stormwater management system permits, pursuant to 17-25, F.A.C.; and/or,
- All applicable DOT permits for drainage connections, pursuant to 14-86, F.A.C.; and/or,
- All applicable Northwest Florida Water Management District permits, pursuant to 373.451-373.4595, F.S.

**Recreation and Open Space**

Based upon the data and analysis contained in the Comprehensive Plan, adequate capacity exists for estimated demand for recreation and open space facilities through the planning period. A presumption of available capacity for all development shall exist until a re-assessment indicates otherwise.

**PROPERTY RIGHTS**

The City of Bonifay will make decisions with respect for property rights and with respect for people's rights to participate in decisions that affect their lives and property.

Objective 1 The City of Bonifay will respect judicially acknowledged and constitutionally

protected private property rights.

Policy 1.1 The City of Bonifay will consider in its decision-making the right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.

Policy 1.2 The City of Bonifay will consider in its decision-making the right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

Policy 1.3 The City of Bonifay will consider in its decision-making the right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

Policy 1.4: The City of Bonifay will consider in its decision-making the right of a property owner to dispose of his or her property through sale or gift.

Objective 2: People have the right to participate in planning and development decisions that affect their lives and property. The City of Bonifay decision-making will be transparent, so that all people may participate in decisions that affect their lives and property. Policies 10.2.1 through 10.2.4 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 2.1: Decisions for which must follow policies 2.2 through 2.4. must follow the procedures in policies 2.2 through 2.4 when The City of Bonifay amends this comprehensive plan; changes the zoning designation of property; or approves a development order for more than [9] residential dwelling units, for more than [9,999] square feet of non-residential development, governing more than [5] acres of land, requiring a variance, or requiring an exception.

Policy 2.2: Public hearing necessary. A decision policy 2.1 identifies must occur in a public hearing meeting the standards of this policy.

- A. Any affected person may participate. The City of Bonifay recognizes that planning and development decisions affect complex systems and have impacts that occur beyond the site of development. Any affected person may participate in and be a party to a hearing on a decision this policy governs. An affected person is any person or local government that will suffer an adverse effect to an interest protected or furthered by this comprehensive plan, including interests related to health and safety, police and fire protection service systems, densities or intensities of development, transportation facilities, health care facilities, equipment or services, and environmental or natural resources. The alleged adverse interest may be shared in

common with other members of the community at large.

- B. An affected person's right to be heard. The City of Bonifay recognizes that it should make planning and development decisions in response to true and accurate information. In all decisions this policy governs, the City of Bonifay will provide every affected person an equal opportunity to be heard, to present and rebut evidence, and to be informed of all information on which bases its decision. The City of Bonifay will not grant any affected person a greater opportunity to be heard than another affected person.

**Policy 2.3** The City of Bonifay must mail notice. The City of Bonifay recognizes that a person cannot participate in decisions about which they are unaware. In addition to providing notice as other laws require, when the City of Bonifay makes a decision, policy 2.1 identifies that relates to a piece or to pieces of real property that the City of Bonifay can specifically identify, the City of Bonifay will, at least 30 days before the hearing, mail notice of the hearing to the owners of real property and to residents within 500 feet of the real property to which the decision relates.

**Policy 2.4: Public pre-application meeting.** The City of Bonifay recognizes that planning and development decisions raise issues which the City of Bonifay may not be capable of adequately addressing in a single hearing and that the City of Bonifay will make the best decisions when every affected person has the opportunity to participate early and throughout the decision-making process. The applicant for a decision policy 2.1 identifies (or if the City of Bonifay initiates the decision-making process) must hold a public pre-application meeting prior to applying for or initiating the decision-making process. The party holding the meeting must request, at least 30 days before the meeting, that the City of Bonifay provide notice of the meeting in the normal manner that the City of Bonifay provides notice of public meetings and the City of Bonifay will comply with this request. In addition, if a proposal relates to a piece or to pieces of real property that the party holding the meeting can specifically identify, then the party holding the meeting must, at least 30 days before the meeting, mail notice of the meeting to residents and to owners of real property within 500 feet of the real property to which the proposal relates. In the meeting, the party holding the meeting must: present its proposal, provide time for all people attending to ask questions and share their perspectives, and record notes which it will provide to the City of Bonifay and which the City of Bonifay will make a part of the record related to its decision on the proposal.

**Objective 3:** People rely on this comprehensive plan and on the zoning designations of properties when deciding how to use property. The City of Bonifay decision-making will be reliable and predictable to promote sound, long-term investments in the community. Policies 3.1 through 3.3 provide minimum standards for some planning and development decisions. Land development regulations may provide for additional processes and standards.

Policy 3.1: Decisions for which must follow policies 3.2 and 3.3. The City of Bonifay must follow the procedures in policies 3.2 and 3.3 when the City amends this comprehensive plan or changes the zoning designation of property.

Policy 3.2: Majority-plus-one vote required. The City of Bonifay may only make a decision when policy 3.1 identifies by the affirmative vote of a majority plus one of the City of Bonifay City Council.

Policy 3.3: Right to evaluate proposed decisions. The City of Bonifay respects the right of people, including elected officials, to fairly evaluate proposed decisions this objective governs. The City may only make a decision policy 3.1 identifies ten or more days after the City has made available to the public the specific decision the City of Bonifay City Council will consider and the written record which will support the City Council's decision. If the City of Bonifay adds information to the written record, or if the City Council revises a proposed decision within ten days of a planned public hearing, the City must postpone its decision until enough time has passed to satisfy Chapter 163 Florida Statutes.

## 5

### MONITORING AND EVALUATION PROCEDURES

The Community Planning Act requires that the Comprehensive Plan be evaluated and updated every five seven years through the preparation and adoption of an Evaluation and Appraisal Report (Sections 163.3161 and 163.3191, F.S.). Once in compliance the City will adopt new amendments implementing new statutory requirements at the time of the seven-year evaluation (Section 163.161(12)).

Procedures to be followed in the monitoring, updating, and evaluation of the Comprehensive Plan, are adopted as part of the City of Bonifay Comprehensive Plan address:

- (a) citizen participation in the process;
- (b) updating appropriate baseline data and measurable objectives to be accomplished in the first ten-year period of the plan, and for the long-term 20-year period;
- (c) accomplishments in the first ten-year period, describing the degree to which the goals, objectives and policies have been successfully reached;
- (d) obstacles or problems which resulted in underachievement of goals, objectives, or policies;
- (e) new or modified goals, objectives, or policies needed to correct discovered problems, and;

- (f) a means of ensuring continuous monitoring and evaluation of the Plan during the ten and 20-year period.

## **MONITORING IMPLEMENTATION OF THE COMPREHENSIVE PLAN**

The following procedures are adopted for monitoring and evaluation of the Comprehensive Plan.

### **Updating Baseline Data**

A process shall be established to monitor changed conditions necessary for maintaining the Comprehensive Plan database. The database may be used to monitor progress in achieving Comprehensive Plan objectives and in the to prepare the Evaluation and Appraisal

A list of specific areas to be monitored shall be established based on Comprehensive Plan objectives. The following types of information should be included;

- demographic data
- land development approvals
- issuance of state permits
- program activities (housing rehabilitation, transportation improvements)
- (changes in) level of service for public facilities
- archaeological/historical resources
- changes in status of threatened/endangered species

### **Preparation of the Annual Report**

The Annual Report will be prepared as a management tool suitable for monitoring the implementation of the Comprehensive Plan. The plan calls for specific programs and activities. The Annual Report provides a format to monitor progress towards achieving plan objectives through specific programs and activities. The Annual Report has the following functions:

- Report on the activities of the department during the past year
- Establish a work program for the upcoming year
- Report on the Comprehensive Plan
  - relate past year's activities to the implementation of the Comprehensive Plan
  - relate the proposed work program to implementation of measurable objectives in the Comprehensive Plan
  - identifying constraints, problems, or opportunities in implementation of the Comprehensive Plan

Each local government shall designate an individual or department head to prepare an annual report. The report may be considered advisory or submitted to the elected officials for approval. The Annual Report will be reviewed to identify if problems or changed

conditions warrant a Comprehensive Plan amendment. The Annual Report is also a useful tool for reviewing a department's operating budget based on the proposed work program.

## **COMPREHENSIVE PLAN AMENDMENTS**

Comprehensive Plan amendments are a form of ongoing evaluation of the Comprehensive Plan. Types of plan amendments include:

- Small scale development activity amendments (Ch. 163.3187 F.S.)
- Expedited Amendments
- Large Scale Amendments

## **COMPREHENSIVE PLAN IMPLEMENTATION ISSUES**

The following issues should be considered in the design of procedures for monitoring the implementation of the Comprehensive Plan:

1. **Plan Implementation Requirements:** The section of the Plan containing goals, objectives and policies must describe specific plans, programs, activities, and land development regulations that implement the Plan. Comprehensive Plan objectives must be specific and measurable. The need for monitoring these measurable objectives should be considered in the preparation of the Comprehensive Plan.
2. **Legal Status of the Comprehensive Plan:** The legal status of the Comprehensive Plan as defined by Florida Statute (Ch. 163.3194, F.S.) requires that all development orders, land development regulations and all expenditures by the local government be consistent with the Comprehensive Plan. It is essential that the Plan be continuously monitored to ensure that government actions are consistent with the Plan
3. **Concurrency Requirement:** The concurrency requirement mandates that the local government cannot issue a development order or permit that results in a reduction in the level of service for public facilities below the level of service provided in the Comprehensive Plan.

The implications of the concurrency requirement indicate that the local government will be responsible for:

- 1) Monitoring existing levels of service and
- 2) monitoring the cumulative impact of development approvals on public facilities.

These functions should become an integral part of Comprehensive Plan implementation. Establishing and maintaining a Comprehensive Plan database will ensure that adequate information is available to implement the concurrency requirement.

## **THE CAPITAL IMPROVEMENTS PROGRAM AND BUDGET**

All public facilities must be consistent with the capital improvements element (Ch. 163.3177, (3) (b), F.S.). The Capital Improvements Element must be updated annually.



The five year capital improvements element becomes the capital improvements program for the Local Governing Body, the first year of which is the capital budget for the fiscal year. The annual update of this element provides a means of monitoring the implementation of the Comprehensive Plan.

The local government operating budget is a tool for allocating resources to the appropriate departments for implementation of the Comprehensive Plan. When the departments submit their budgetary requests for the fiscal year, the work program shall identify that portion of the department's budget which is related to the implementation of specific Comprehensive Plan objectives.

## **PUBLIC PARTICIPATION PROCEDURES**

Public participation procedures are designed to ensure that the public participates in the comprehensive planning process to the fullest extent possible, beyond the minimum provisions for public hearing required by law. Public participation means that the public is fully informed concerning the Comprehensive Plan and that the public input is considered and responded to in the preparation of the plan. The procedures described in this section are designed to provide for ongoing public participation in the preparation, amendment, and evaluation of the City of Bonifay 2044 Comprehensive Plan.

### **RULE REQUIREMENTS**

The procedures adopted by the City the following:

- (a) Provisions to assure that real property owners are put on notice, through advertisement in a newspaper of general circulation in the area of other method adopted by the local government, of official actions that will affect the use of their property;
- (b) Provisions for notice to keep the general public informed;
- (c) Provisions to assure that there are opportunities for the public to provide written comments;
- (d) Provisions to ensure that the required public hearings are held;
- (e) Provisions to ensure the consideration of and response to public comments.

### **THE LOCAL PLANNING AGENCY**

The City is Responsible for formulation of the Comprehensive Plan and for conduct of public participation. The local planning agency is created under the authority of Ch. 163.3174, F.S., which requires that the local government establish by ordinance a "local planning agency" (LPA). The LPA is responsible for preparing the Comprehensive Plan, conducting hearings, and making recommendations to the governing body concerning adoption of the plan. The LPA may be designated as (1) the local governing body itself, (2) the planning commission, (3) the planning department, or (4) other instrumentality, such as a city wide planning entity established by special act. The LPA has the responsibility for the review of proposed development regulations for consistency with the Comprehensive Plan when the LPA serves as the land development regulation commission.

The Local Planning Agency in the City of Bonifay is the West Florida Regional Planning Council. The land development regulation Council function is assigned to the City of Bonifay City Council.

### **THE PUBLIC PARTICIPATION PLAN**

The Public Participation Plan is designed for use in the preparation, amendment, and evaluation of the Comprehensive Plan.

Formulation of the Comprehensive Plan occurs in three stages: preparation of a draft plan, plan revisions, and plan adoption. The draft plan provides the data and analysis which serve as the Support Document for the Plan. The draft also recommends goals, objectives, and policies. The maximum amount of public participation should occur during the preparation of the plan revisions, especially the formulation of goals, objectives and policies. At this stage, the necessary background information and draft goals, objectives, and policies are available for consideration as alternatives.

RECEIVING PUBLIC INPUT

It is recognized that the "public" consists of various groups. The community consists of the public at large, the public as defined by neighborhood or geographical location, or the public defined by socio-economic group (such as the elderly). The public may be defined by affiliation with a special interest, public or business groups. Other involved entities include state and regional agencies, adjacent local governments, utilities, the School Board and other agencies. The public participation procedures are designed to reach all of these "publics" at the appropriate stage of plan preparation.

The City of Bonifay City Council has the primary authority for conducting public workshops on the plan and receiving input from the public at large, interest groups, and technical advisors. The planning Council meets on a regular basis to provide a forum for public input and to consider and make recommendations concerning the comprehensive plan. The planning Councils made up of citizens at-large, not representing a specific interest in the community. The City encourages various interest groups to organize advisory groups and submit their comments to the planning Council so that they may be represented in the planning process. It is the responsibility of these organizations to obtain the necessary information, convene, and formulate formal comments to be provided to the planning commission.

REVIEW OF COMPREHENSIVE PLAN

Copies of the draft comprehensive plan shall be made available to all affected agencies for their technical review prior to plan revisions. Such agencies shall be requested to submit their comments in writing and to participate in a public workshop to present their comments. The City of Bonifay Planning Council shall develop a list of technical advisors for notification concerning opportunities for participation and plan review. This list should include, at a minimum, the regional offices of the designated review agencies for the comprehensive plan as identified in Exhibit 5.I, below.

EXHIBIT 5.I  
AGENCIES FOR REVIEW OF THE COMPREHENSIVE PLAN

- West Florida Regional Planning Council
- Department of Environmental Protection
- Department of Transportation
- Northwest Florida Water Management District
- Florida Department of State

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Florida Game and Freshwater Fish Commission  
Department of Agriculture and Consumer Services, Division of Forestry

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Copies of the comprehensive plan shall be readily available to the public at the City of Bonifay Clerk's office. Advisory groups and technical advisors shall receive copies of the plan for their review. Executive summaries of the comprehensive plan support document will be prepared for wider distribution to the public. Copies of the goals, objectives, and policies shall be made available in their entirety.

Public comment comes in many forms, ranging from spoken comments to a staff member to formal written reports presented during a meeting. Written comments are preferable as they can be retained as a permanent record and are less subject to interpretation. It is important that the public participation be documented. For this reason, all written comments shall be kept as part of the public record. All public workshops, meetings, and hearings shall be recorded and minutes kept.

## **NOTIFYING THE PUBLIC**

Public notification ensures that information concerning the comprehensive plan reaches the public during the various stages of plan preparation. Notification includes keeping the public aware of meetings and providing public advertisement

## **ADVERTISEMENT**

Advertisement requirements for public hearings are found in s. 166.041(3)(a) and s. 163.3184 (15). Public workshops shall be advertised in a similar manner. The advertisements shall include a statement of the date, time, place of the meeting, the subject of the meeting, direct the public where additional information is available, and state that opportunities for comment are available. The advertisement shall be prominently displayed in the local newspaper.

## **NOTIFICATION TO PROPERTY OWNERS**

It is presumed that the statutory requirements for public advertisement are sufficient to notify owners of real property concerning adoption of the comprehensive plan affecting land use city-wide. Adoption of comprehensive plan amendments affecting specific properties or planning areas which will "regulate the use of property" shall be addressed using the "affected persons" standard found in Ch. 163.3215 (2), F.S. This standard states that the interest of the affected person should exceed in degree the general interest of the community shared by all persons. Where a presumption of such affect exists, it is recommended that additional means of notification be employed, such as direct mailings, posting of affected properties, community or neighborhood meetings, or other legal means.

## **PUBLIC INFORMATION PROGRAM**

The West Florida Regional Planning Council shall have the responsibility for conducting a public information process. This process shall include effective use of the media, including press releases, feature articles, and interviews. Alternatives for keeping the public informed include:

- Direct mailings/notification of meetings and progress reports;
- Speakers' Bureau; and
- Public Service Announcements.

ADOPTION, AMENDMENT AND EVALUATION OF THE COMPREHENSIVE PLAN

The law requires two public hearings prior to plan adoption, amendment or evaluation submittal to the Department of ~~Community Affairs~~ Commerce. The first is to be held by the Local Planning Agency to recommend the Plan to the City Council. The second is held by the City Council for the purposes of approving the plan for transmittal to the State. Legal notice is required for both meetings. The final hearing is by the City Commission for adoption.

6

**APPENDIX A - ADOPTION ORDINANCE**

The City of Bonifay 2044Comprehensive Plan is divided into three volumes: a Technical Document, a Policy Document and a Map Document. The Technical Document contains background information including the technical support data and analysis for the various elements of the plan. The Policy Document contains the goals, objectives and policies for each element, the capital improvements implementation program, the concurrency management system, the Comprehensive Plan monitoring and evaluation procedures, and public participation procedures. The Map Document contains a series of maps, including the Future Land Use Maps for the City of Bonifay, and other maps that clarify and support the Technical Document.

This Policy Document contains the following sections of the Comprehensive Plan adopted by the City Council:

1. The Goals, Objectives and Policies contained in Chapter 2;
2. The Concurrency Management System, contained in Chapter 3;
3. The Procedures for Monitoring and Evaluation of the Plan, contained in Chapter 4; and
4. The Procedures for Public Participation, contained in Chapter 5;
5. The Plan Adoption Ordinance, contained in Appendix A; and
6. The Future Land Use Map Series and Future Traffic Circulation Map, contained in the Map Document.

The Goals, Objectives and Policies contained in Chapter 2 are the primary mechanism for implementation of the Comprehensive Plan. Goals, objectives and policies are presented for the following required elements:

1. Future Land Use
2. Traffic Circulation
3. Housing
4. Public Facilities and Services (Sanitary Sewer, Solid Waste, Stormwater Management, Potable Water, and Natural Groundwater Aquifer Recharge)
5. Conservation

6. Recreation and Open Space
7. Intergovernmental Coordination
8. Capital Improvements

Chapter 3, Concurrency Management System, describes the system that the City will use to ensure that necessary facilities and services are available to support development concurrent with the impact of development.

Chapter 4, Property Rights Element that describes how the City will address rights of residents and others in the City.

Chapter 5 Monitoring and Evaluation Procedures, describes the procedures that the City will follow to ensure that the Goals, Objectives, and Policies of the Comprehensive Plan are implemented.

Chapter 6 Public Participation Procedures, describes the procedures that the City will follow to ensure public input in the Comprehensive Plan adoption, as well as in the adoption of the Evaluation and Appraisal Report.



# CITY OF BONIFAY NEW FLUM

Section VII, ItemC.



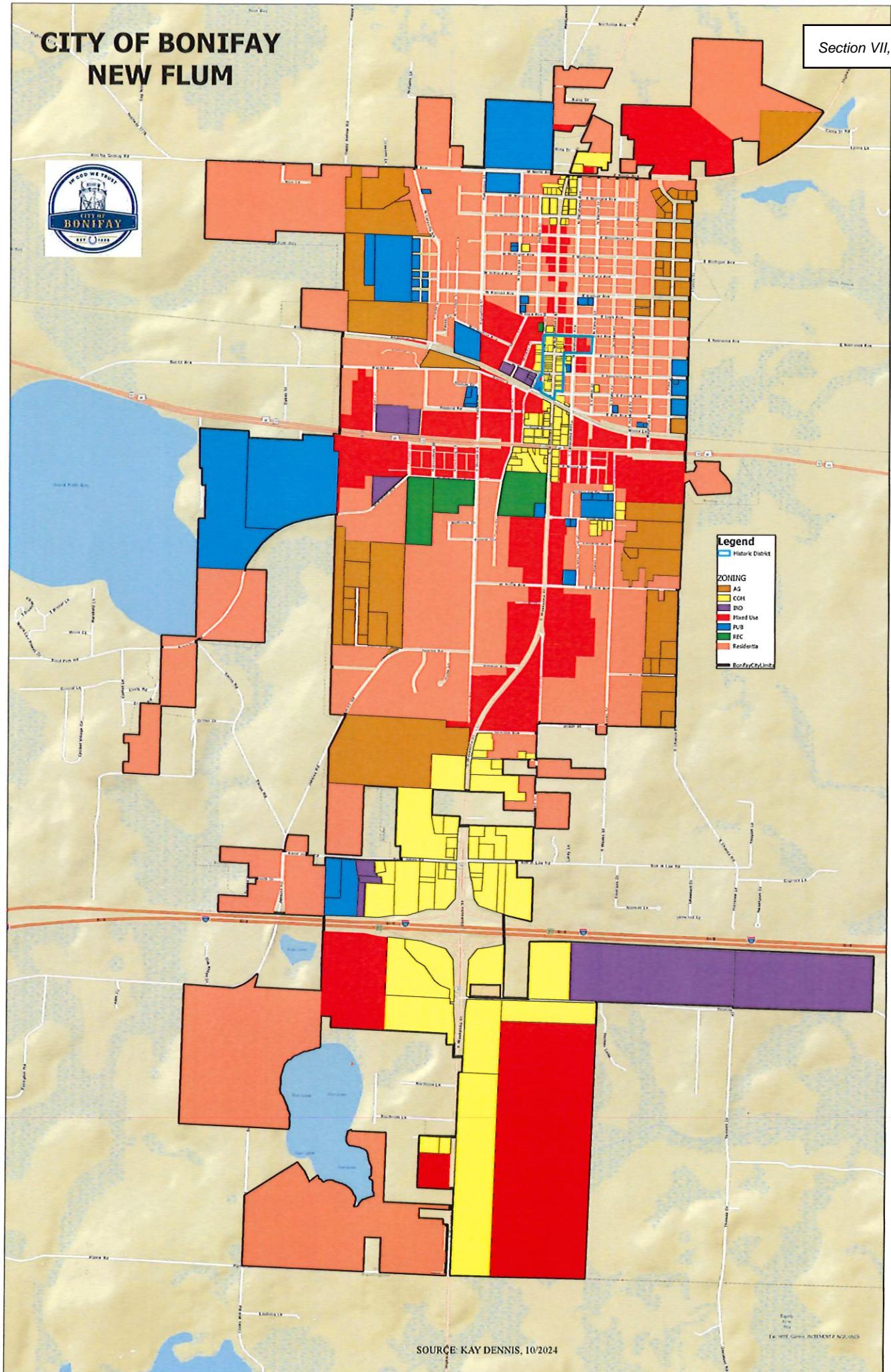
**Legend**

- Historic District

**ZONING**

- AG
- COH
- IND
- Mixed Use
- PUB
- REC
- Residential

BonifayCity limits



SOURCE: KAY DENNIS, 10/2024



# CITY OF BONIFAY EXISTING FLUM

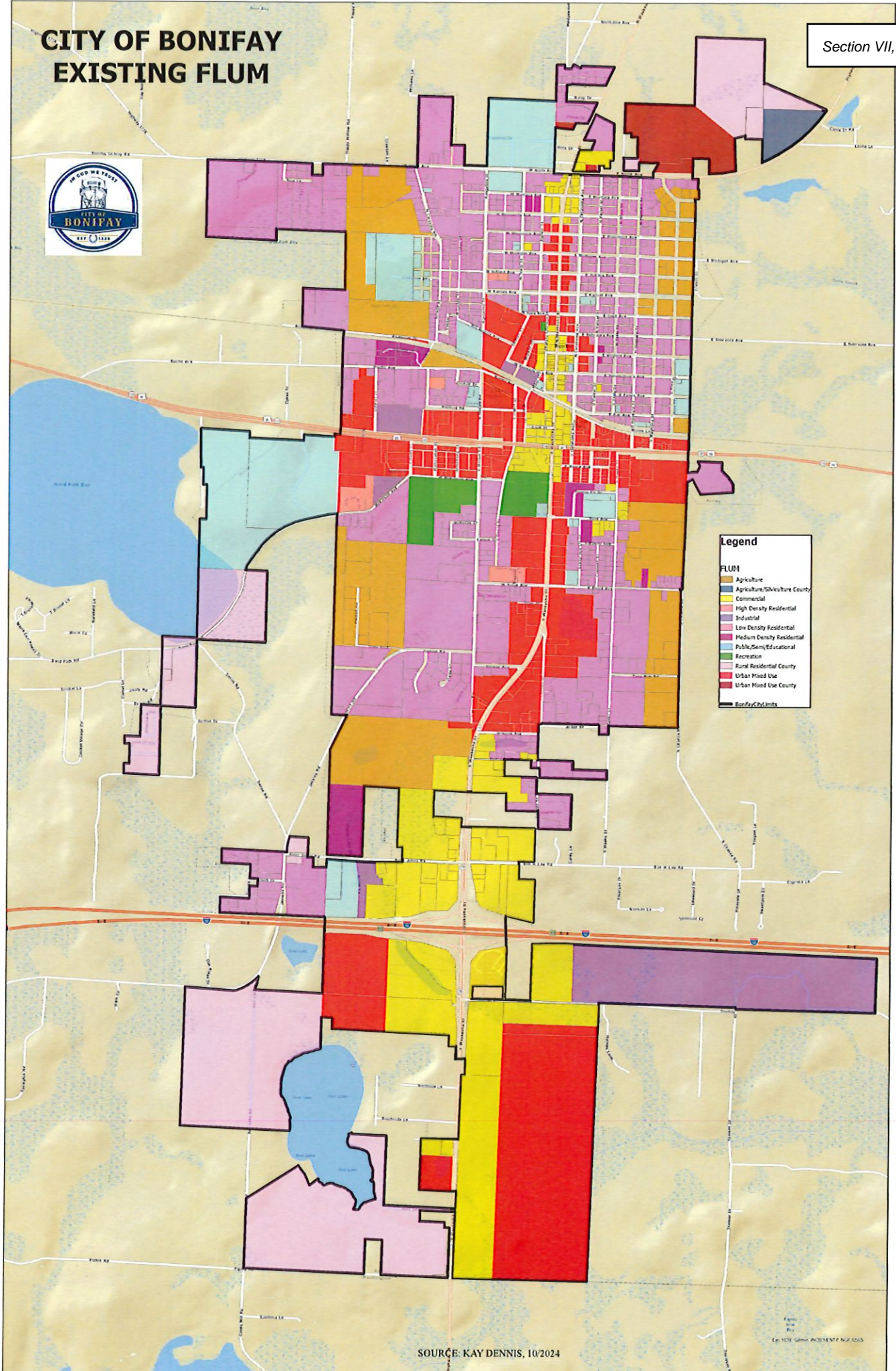
Section VII, ItemC.



**Legend**

**FLUM**

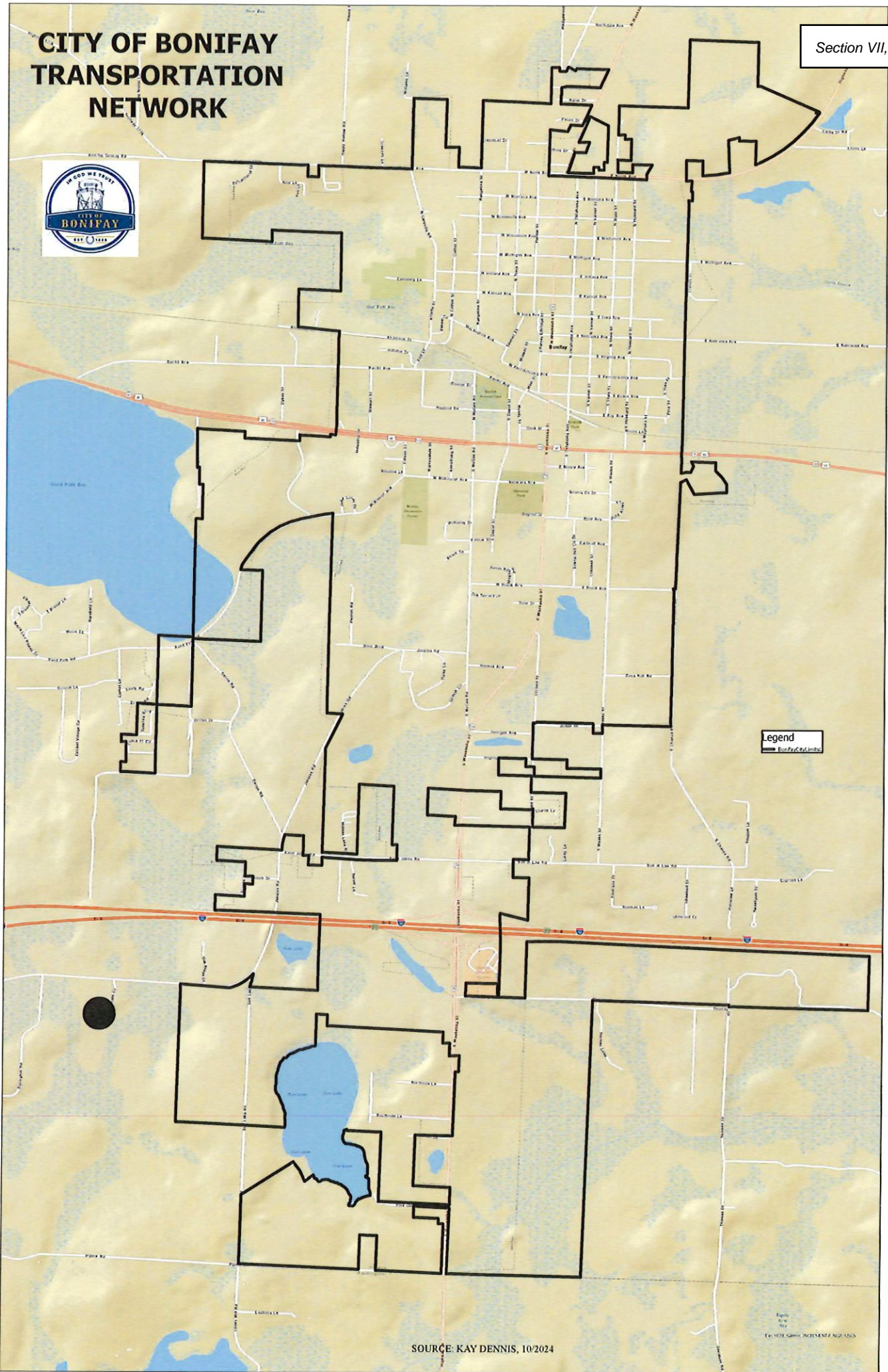
- Agriculture
- Agriculture/Spiculture County
- Commercial
- High Density Residential
- Industrial
- Low Density Residential
- Medium Density Residential
- Public/Semip/Educational
- Recreation
- Rural Residential County
- Urban Mixed Use
- Urban Mixed Use County
- BonifayCity Limits





# CITY OF BONIFAY TRANSPORTATION NETWORK

Section VII, Item C.



SOURCE: KAY DENNIS, 10/2024



# CITY OF BONIFAY WETLANDS

Section VII, Item C.



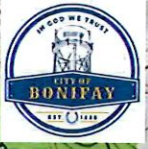
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Bonifay City Limit

SOURCE: KAY DENNIS, 10/2024



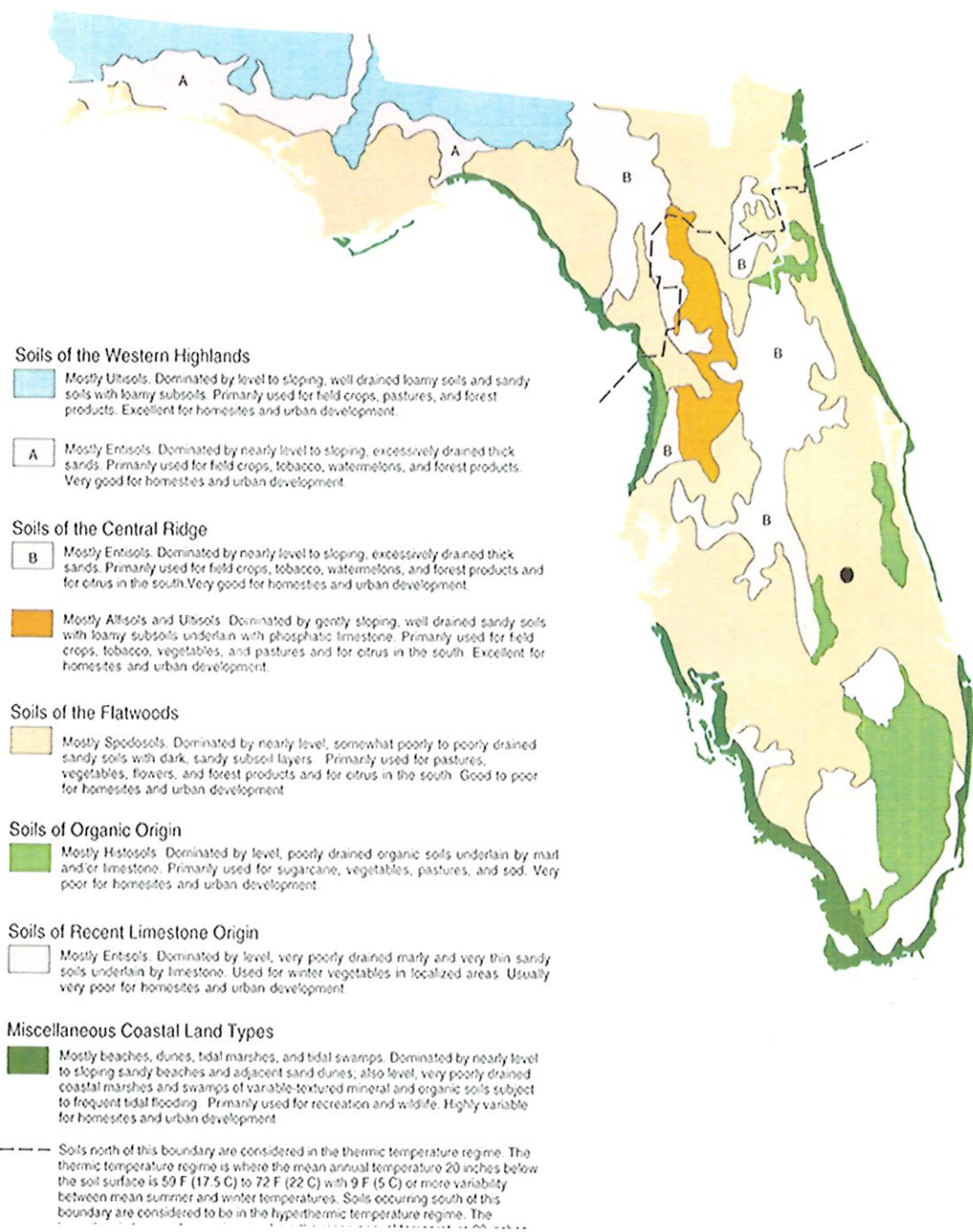
# CITY OF BONIFAY TOPO

Section VII, Item C.

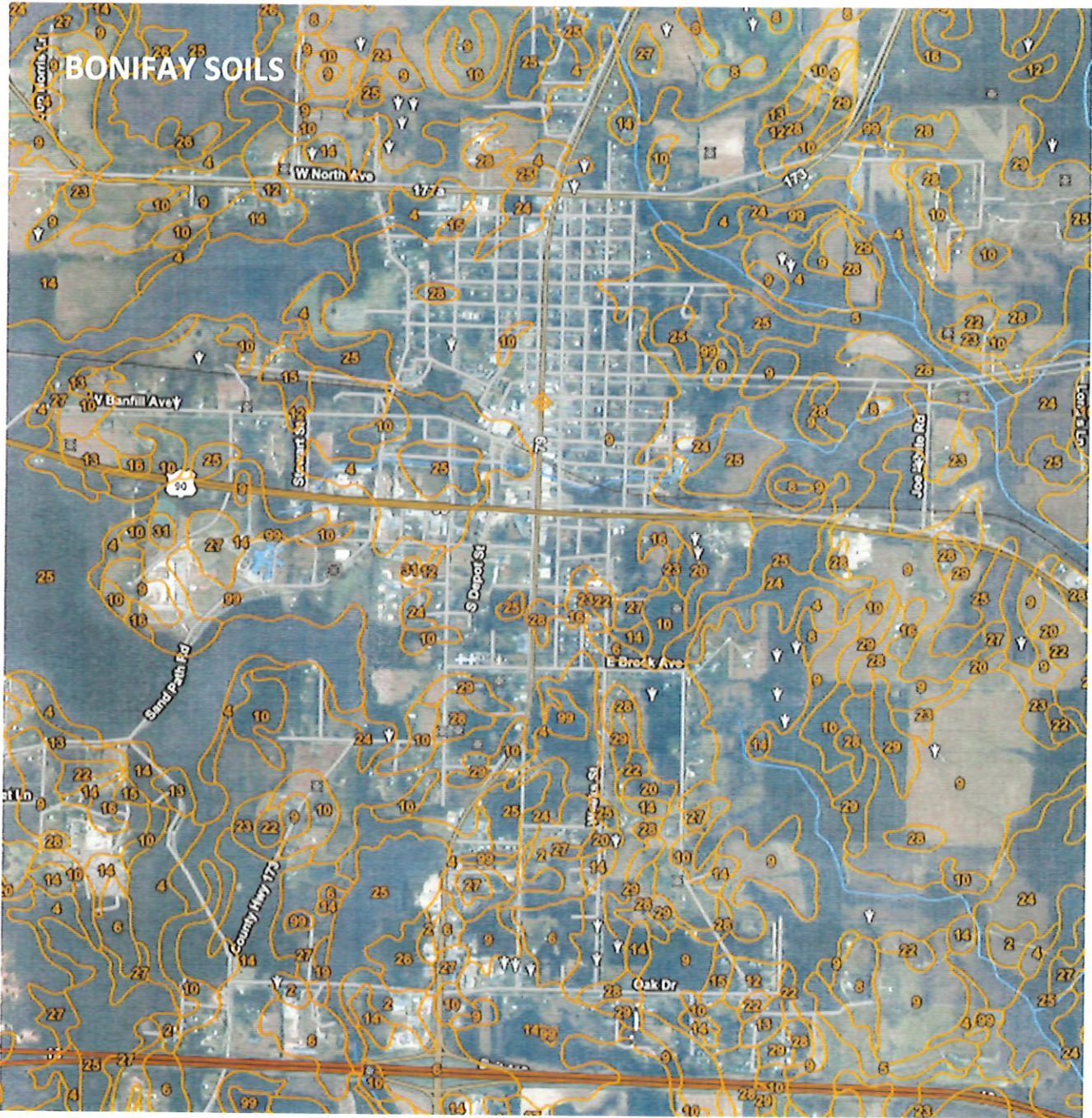





# Soil Types







**Holmes County, Florida (FL059)**Holmes County, Florida (FL059) 

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Albany sand	120.2	0.7%
4	Ardilla loamy sand, 0 to 2 percent slopes	2,881.0	17.8%
5	Bibb association	352.3	2.2%
6	Bonifay sand, 1 to 8 percent slopes	533.2	3.3%
7	Chipley sand	31.2	0.2%
8	Dothan loamy sand, 0 to 2 percent slopes	176.0	1.1%
9	Dothan loamy sand, 2 to 5	4,402.5	27.2%

10	Dothan loamy sand, 5 to 8 percent slopes	830.7	5.1%
11	Dothan complex	5.4	0.0%
12	Faceville sandy loam, 2 to 5 percent slopes	71.1	0.4%
13	Faceville sandy loam, 5 to 8 percent slopes	117.5	0.7%
14	Fuquay loamy sand, 1 to 8 percent slopes	1,430.0	8.8%
15	Gritney loamy sand, 2 to 5 percent slopes	68.9	0.4%

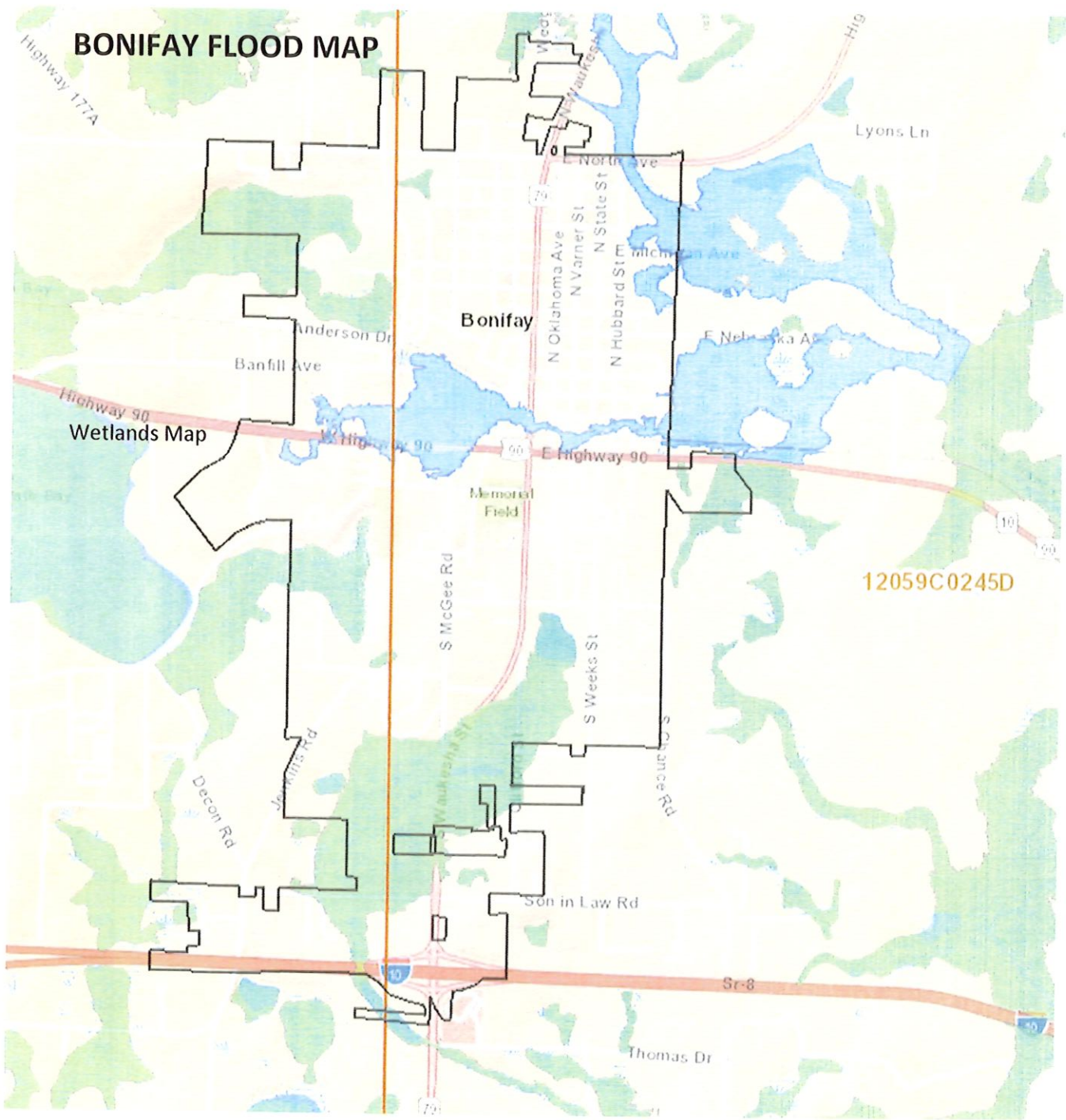


16	Gritney loamy sand, 5 to 8 percent slopes	75.1	0.5%
18	Lakeland sand	33.2	0.2%
19	Leefield loamy sand	5.8	0.0%
20	Lucy loamy sand, 1 to 8 percent slopes	146.9	0.9%
22	Orangeburg loamy sand, 2 to 5 percent slopes	190.4	1.2%
23	Orangeburg loamy sand, 5 to 8 percent slopes	197.9	1.2%
24	Pansey loamy sand	529.3	3.3%
25	Pantego complex	2,555.2	15.8%

26	Plummer fine sand	92.1	0.6%
27	Stilson loamy sand, 1 to 3 percent slopes	500.8	3.1%
28	Tifton loamy sand, 2 to 5 percent slopes	439.7	2.7%
29	Tifton loamy sand, 5 to 8 percent slopes	226.8	1.4%
31	Borrow pit	24.0	0.1%
99	Water	135.2	0.8%

**Totals for Area of Interest    16,173.8    100.0%**

<https://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>





**MEMORANDUM**

**TO:** Larry Cook, Mayor, City of Bonifay

**FROM:** Jennifer J. Green, CAE, DPL, President & CEO  
Tim Parson, DPL, Vice President  
James Sowinski, MBA, Director of Grants Management

**DATE:** February 17, 2024

**RE:** City of Bonifay Recreation Center Project – Status Update

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During the course of the City of Bonifay’s correspondence with the US Department of Housing and Urban Development (HUD), and as a requirement for the expenditures associated with HUD agreement B-22-CP-FL-0229, the City was required to complete an Environmental Review prior to undertaking activities associated with the project.

The initial step of this evaluation is completion of an Environmental Assessment to determine which level of final review the project will have to undergo. There are five possible levels of full review – ranging from an exemption to a full Environmental Impact Statement (EIS). It was our goal to ensure that the City would not be required to take measures beyond what is legally required.

Due to the burdensome nature of federal regulation, both the Environmental Assessment and Environmental Review are lengthy processes and are usually undertaken at significant expense through engineering and geotechnical and environmental research. As part of our services, Liberty Partners began the process of successfully completing this review on the City’s behalf. It was our intent this process would translate to significant cost savings and effectively allow every possible dollar to go toward completion of work at the project site.

To be exempt from an environmental assessment, we needed to establish that this project achieves compliance with each applicable statute, EO, and regulation within HUD’s 16 issue areas without formal consultation or mitigation. We completed Partner Worksheets for all 16 issue areas without additional cost or contracted consultation, as well as the Environmental Review Project Information. This was paired with numerous other attachments, which provided map data, correspondence from various state agencies, and other evidence that mitigation would not be required.

This project does not involve new construction in an undeveloped natural area, incongruent visual, auditory, or atmospheric changes, nor does it involve working on a building of tribal association, and the current site will define the project's APE without off-site staging, in-fill transportation, or changes to traffic patterns. However, the project is adjacent to two Wetland areas, and Holmes County has eight (8) endangered species with 10 migratory birds and six (6) Native American Tribes listed with historical interest in the county. On the other hand, no critical endangered habitats are listed at the project site, and no Tribes currently reside in Holmes/Bonifay.

Because this project involves ground disturbance, we needed Florida SHPO support to substantiate/endorse that no adverse Historical Preservation effects are involved (i.e., to avoid Consultation with Tribes Under Section 106). In addition, we needed a biological evaluation verifying this project "May Affect, Not Likely to Affect" the County's federally listed endangered species. These final two document categories were subsequently completed, and the review finalized.

On February 12, 2025 we **finally** received notification from HUD that the Environmental Review justification package we prepared had been fully accepted, and thus the project was cleared to move forward. This included nearly 12 months of work preparing 16 different justification reports on the issue areas cited above as well as on-site inspections and coordination with several state agencies. Although next steps will be discussed at the project kick-off meeting with HUD on February 20, 2025, this approval and the project's conversion to an "Exempt" status represents a significant hurdle and accomplishment for both the City and our team at Liberty Partners. We believe the most significant red tape is behind us.

It goes without saying that the biggest advocate for the project funding has been Congressman Neal Dunn. To that end, we have had numerous meetings with his key staff to provide updates on working with HUD and other agencies. His staff – particularly Nicole Smith – has been incredibly helpful as we have navigated this cumbersome process. In fact, she was in our office in Tallahassee for a status meeting last week.

We take great pride in our work and are grateful that we were able to save the City significant costs and time that would have otherwise been imposed, had this been undertaken separately through environmental engineering.

Our next update will be following the February 20, 2025 HUD kickoff meeting. We anticipate having a rough timeline of planning and layout as well as construction. This will include preparing documents for a specific procurement process as well as assisting the City with preparing compliance documents throughout the remainder of the project.

cc: Rickey Callahan, City Clerk  
Sierra Smith, Grants Coordinator  
Nicole Smith, Office of Congressman Neal Dunn