



CITY OF LYNN HAVEN, FLORIDA

AGENDA NOTICE

THE PUBLIC IS INVITED TO ATTEND

This meeting is also viewable online at www.cityoflynnhaven.com - select YouTube OR Live Stream.

COMMUNITY REDEVELOPMENT AGENCY MEETING – TUESDAY JANUARY 13, 2026 – 5PM

CITY COMMISSION MEETING – TUESDAY JANUARY 13, 2026 – 5:30 PM

WALTER T. KELLEY CHAMBERS – CITY HALL - 825 OHIO AVENUE

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Mayor

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Interim City Manager Chris Lightfoot

City Attorney Amy Myers

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**IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, THEY WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE THEY MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS BASED. FLORIDA STATE STATUTE 286.0105. **IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTES, 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT CITY HALL NO LATER THAN 48 HOURS PRIOR TO THE PROCEEDING AT TELEPHONE 850-265-2121 FOR ASSISTANCE; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.

~PROCLAMATION~

5A

WHEREAS, the Civil Rights movement of the 1960's has profoundly impacted the course of American history and continues to shape the direction and debate of our society; and

WHEREAS one of the great leaders of that 20th century movement is Dr. Martin Luther King, Jr., whose "DREAM" is no less inspirational and important today than when he first expressed "I have a dream" more than 50 years ago; and

WHEREAS, with the gains of the Civil Rights movement over the years, there are many goals achieved that are to be celebrated as we continue our commitment to uphold those righteous ideals; and

WHEREAS, as we look forward to the future with optimism—inspired by Dr. King's legacy and informed by his wisdom and vision—let us rededicate ourselves to keeping his dream alive and be reminded that we are united as one community where "all men are created equal"; and

WHEREAS, in the Land of the Free, we can "join hands and sing ... Free at last, Free at last, Great God a-mighty, we are free at last".

NOW, THEREFORE, on behalf of the City Commission and the people of the City of Lynn Haven, I, Jesse Nelson, Mayor of the City of Lynn Haven, by virtue of the authority vested in me, do hereby officially proclaim and recognize January 19, 2026:

“MARTIN LUTHER KING, JR. DAY”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lynn Haven, Florida to be affixed this 13th day of January 2026.

Jesse Nelson, Mayor

Attest:

Chris Lightfoot, Interim City Manager

~PROCLAMATION~

WHEREAS, since 1976, every U.S. President has officially designated the month of February as National Black History Month to honor and affirm the importance of Black history throughout our American experience; and

WHEREAS, the United States joins other countries around the world in devoting a month to recognize Black history, including Canada and the United Kingdom; and

WHEREAS, the observance of Black History Month began in 1926, when Harvard-trained historian Carter G. Woodson and Minister Jesse Moorland sponsored the first national Negro History Week, which was celebrated the second week in February, and later in the 1960s as part of the Civil Rights Movement the observance evolved into Black History Month; and

WHEREAS, much of the City of Lynn Haven's honor, strength, and success can be attributed to the diversity of cultures and traditions that are celebrated by the residents of this great City; and

WHEREAS, African Americans have played significant roles and made lasting contributions to our City's history and the history of Florida's economic, cultural, spiritual, and political development, while working tirelessly to contribute to every aspect of American society including business, education, politics, science, and the arts; and

WHEREAS, Black History Month is a time for all Americans to remember the contributions and legacy of those who helped build our nation, fought against prejudice to secure lives of dignity and opportunity for all of our citizens, advanced the cause of civil rights for all Americans, and strengthened our families and communities.

NOW, THEREFORE, I, Mayor Jesse Nelson, and the City Commission, do hereby encourage all residents in the City of Lynn Haven, Florida to join me in honoring the many contributions made by African Americans to our City, State, and Nation, and to participate in the many educational and inspirational events as we celebrate and proclaim the month of February as:

BLACK HISTORY MONTH

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Lynn Haven, Florida to be affixed, this the 13th day of January 2026.

Jesse Nelson, Mayor

Attest:

Chris Lightfoot, Interim City Manager

Check Reconciliation (Filtered)

C	Check #	Vendor Name	Amount	Check Date	Clear Date
N	403147	21140 ABENTRAS	214,828.36	01/02/2026	
N	403153	12914 BCL CIVIL CONTR	39,974.36	01/02/2026	
N	403158	19668 DEWBERRY	16,893.65	01/02/2026	
N	403168	26687 JET-VAC EQUIPME	371,000.00	01/02/2026	
N	403169	554 JIM HOUSE & ASS	295,342.34	01/02/2026	
N	403177	263 PANHANDLE ENGIN	75,381.71	01/02/2026	
N	403184	30409 YATES PLUMBING	13,770.00	01/02/2026	
N	771647	153 GENERAL EMPLOYE	55,006.59	12/23/2025	
N	771648	281 POLICE PENSION	11,275.32	12/23/2025	
N	771655	30 BAY COUNTY WATE	42,592.32	01/02/2026	
N	771657	9418 BOARDWALK DESIG	11,160.00	01/02/2026	
N	771658	450 BSN SPORTS	32,899.98	01/02/2026	
N	771675	25850 KAUFMAN TRAILER	12,290.00	01/02/2026	
N	771703	30972 ST. ANDREW AND	20,000.00	01/02/2026	

** END OF REPORT - Generated by Kiki Roman **

**TUESDAY, DECEMBER 30, 2025
CITY COMMISSION MEETING – 5:30 P.M.**

Present: Jesse Nelson, Mayor
Sam Peebles, Mayor Pro Tem
Pat Perno, Commissioner
Jamie Warrick, Commissioner
Judy Tinder, Commissioner
Chris Lightfoot, Interim City Manager
Sergeant at Arms
Amy Myers, City Legal Counsel

Apologies: None

Item # 1. Call to order.

Mayor Nelson called the meeting to order at 5:30 P.M.

Item # 2. Invocation and the Pledge of Allegiance.

The invocation was given by Chaplain Frank Stephens followed by the Pledge of Allegiance.

Item # 3. Public Commentary.

Mr. Walker – 1106 Michigan Avenue – Wished everyone a good Christmas and a happy New Year. He said he hopes they can make it a better year than the one we just had.

Mr. Langford – Flock cameras – the public experiment for elected officials to request and provide their flock camera footage. He requested his own today and when he receives it, he will happily share it. He feels if we remove that technology, we will be pushing our police officers to police like it is 1990. Those that want them removed should unplug their Wi-Fi router, set their phone on their living room nightstand and only answer it if it rings, for about 30 days.

Mrs. McElroy – Port St. Joe - spoke about the article and the McAlinden’s evidence photo that clearly says it is bullet casings and everything is labeled. She said they all have this so don’t try to act like he did not have this, or that it was okay because he was the “custodian of records”. The article shows the history of Michael White and how he resigned. He was treated differently because he resigned so he cannot be compared to Vickie Gainer. She is sorry for the city, and two commissioners who are having to deal with the court case of Vickie Gainer.

Mr. Cromartie – 1315 Wisconsin Avenue – spoke about his concern that the current Mayor may lose his seat to a person who is mostly unknown. To his own knowledge Mayor Nelson is not corrupt and yet he is being challenged. He is upset that his beloved Mayor for whom he cast his vote is likely going to be replaced by someone who never received a single vote. He wished everyone a happy and more enlightened new year.

Mr. Bear Claw – used to live in Lynn Haven but works around here. He hopes the new police chief understands our first amendment rights. Spoke about the flock camera issues. Everyone be mindful of the 4th amendment.

Mr. Switzer – he hopes flock makes a billion dollars every year doing what they do with private companies, not with the government. This is like 1994. There are many cities de-flocking. There were flock cameras accessed within the last two weeks, no passwords etc. The way the city implemented this was not done correctly. These cameras take pictures of anyone who moves past it. Bay rock is even worse than Flock. He continued to read from a note.

Mrs. Parker – Rett Place – Has concerns about this quick scheduled meeting. Police Chief issue – Blanchard is under investigation currently. There is \$53k missing that has still not been clarified. She

spoke about her text with Mr. Lightfoot who originally said it was a regular meeting so that we don't have 45 items in January. Now this meeting only has two items, so does that mean January will have 43 items? It is a concern that this meeting is being held at such short notice to vote on a police chief. She encourages them to table the police chief until the residents have had a chance to hear from the Commissioners.

Ms. Leslie – spoke about the flock camera and the multiple times it has been used nationally by police officers for incorrect uses, and many other things like false allegations and arrests. She spoke further about her views opposing them.

Ms. Moore – Amhurst Place – asked about item 11 and what the additional work is on the change order.

Item # 4. Additions, Deletions, and/or Modifications to the Agenda.

Motion by Commissioner Warrick to add an agenda item about requesting a state audit.

Second to the Motion: Commissioner Peebles

On Vote:

Warrick	aye
Peebles	aye
Perno	aye
Tinder	aye
Nelson	aye

Motion passed: 5-0

Mayor Nelson said this item would become item 15.

Item # 5. Mayor's Reports.

Participated in the interviews with various police chief candidates.

Two issues for Mr. Lightfoot to investigate. Was there some work done on some sewage issues where dirt was not put back correctly at 1603 Alabama Ave? Mayor Nelson will also send pictures to Mr. Lightfoot about the recurring one on 18th Street pothole that is an issue again. Mr. Lightfoot advised that is on the work program early this year.

Met with a couple of citizens about de-flocking the neighborhood. There seems there are some things for us to discuss with our police department.

Item # 6. Commissioners' Reports.

Commissioner Peebles – Also participated in the interviews for the 3 Police chief candidates. Regarding Mr. Thompson's query about the CDs and he gathers that whether things were handled properly or not, going forward he would like the new police chief to improve the custodian of evidence policies. Asked Mr. Lightfoot to answer Mrs. Moore's question about #11. Mr. Lightfoot explained it is the legislative project and some new fill and infill, and we need to complete this so we can submit for reimbursement. Commissioner Peebles continued - Merry Christmas and happy new year.

Commissioner Perno – Wished everyone happy new year. He participated in wreaths across America. Thanks to police and first responders.

Commissioner Warrick – Attended Wreaths Across America and then went to the animal shelter for dogs and donuts. Walked around and appreciated what they did over there. Spent some time with the clerk of Panama City. Theirs is unique because they have a financial aspect to it. Hoping to use that information when it comes to them.

Commissioner Tinder – Merry Christmas to everyone. Phone has been ringing off the hook. One of the things is regarding the bullet situation, that she was only involved because that person wanted to give her the evidence. Chief Enfinger sent the officers to her, and she saw everything that was there

and then left the room until they all left. It was given to the gentleman at the sheriff's office, and it was never even given a case number. Doesn't understand about the IT equipment being disregarded and it was decided to not press charges. The bullet casing situation with McAlinden – People call her for updates, and she cannot assist them. Received a call from a police officer with longtime experience and was told an officer can put a phone number in the flock system and who they are tracking and then the flock system will text every time that person is picked up. The Country Club HOA – the board of directors can all look at the footage. So, it seems anyone can purchase a flock camera and put it on their property to record from there. Number one goal for 2026 is transparency.

Item # 7. Interim City Manager's Report.

The Interim City Manager Report: Mr. Lightfoot – Mr. McAlinden's cases – there are actually two case numbers in the report that was sent to Commissioner Tinder along with the Sheriff's office memorandum outlining their findings. Salary study with Evergreen has started, so hopefully we will see some data in the next 90-100 days to bring back to the commission so we can start to adjust salaries. Jan 5th to end February – playground portion at Cain Griffin Park will be closed to the public beginning January 5th through February for renovations. The Peri-Weather system is up and running.

- A. Finance Report: Commissioner Tinder – asked Acting Police Chief Enfinger about the cheque to Magnet Forensics who specialize in digital evidence – what is that? Acting Chief Enfinger will get back to her.
- B. Flock Representative presentation.

Public Commentary:

Mr. Langford – if an amber alert came on his phone with a tag number and he stands and takes photos of cars with that description and snaps a photo of the car and contacts the PD. What is the difference between him doing that and the flock camera? FLOCK – functionally the same.

Mr. Langford – There has been claims that people hacking the flock system. Are cameras being hacked into so that little kids can be watched? FLOCK - One infamous internet guy got access to one of their cameras and was able to access factory settings, but he was not able to access the data. Lynn Haven has LPRs, not live cameras.

Mr. Switzer – how will you eliminate crime if your camera doesn't take pictures of crimes? How is it that you state 15% of crimes are solved using flock if the camera is deleted every 30 days. FLOCK – we are a tool for law enforcement, so PD can use it to expedite the process and find hard evidence. Also encourage all departments to instruct patrol officers to visually confirm plate #s before making the stop. Also, the studies are from data from out of the communities, not just from Flock data that is deleted after 30 days.

Mrs. McElroy – agrees it is a valuable tool for catching criminals. But we must remember the human element where some people may not have the best intentions. You can get private information just from a tag. So, we need to ensure processes are in place so that we do not have shell casings hidden in their homes. FLOCK – most agencies limit the staff that has access, and every single search is logged.

Resident – why doesn't flock require 2-factor authentication. If a user other than the owner has access to the login how would flock know? FLOCK – 97% of the users do use MFA and it a default setting. Just the owners who don't have the technology in place that are allowed to use it without that. Regarding logins, every time someone logs in it does an audit trail.

Resident – AI identifying vehicles – it must be trained, mustn't it? FLOCK – camera takes a pic of the back of the vehicle and then the AI rolls through the various steps of identification. The software updates are run as part of the contract.

Mr. Walker – there is only one code that has ever been used that has never been broken. The

encryption systems are not foolproof.

Member of the public – what is your official title? FLOCK – manager of public affairs. Do not sell anything. Deal with these situations to educate.

Member – don't sell the data but there are agencies that are set up to share the data if they wish? We fund the municipality, so we are paying for our own selves to be monitored. How is that not selling the data? FLOCK – usually a company will collect data and go to other companies and try to sell that info. Flock does not do that. Flock data is put in a unique cloud and stored for the city. The city can share with other law enforcement if they wish. None of the information is sold to 3rd party for monetization.

Member – Flock, nova flock and drones and body worn – are those upgrades to you to add to the contract? FLOCK – we offer those, but LH does not have those items. Explained the various ways these systems can be used.

Mr. Scray – spoke about a policy he wrote and sent to the city. Does Flock have a team that can come to work with our city to create a policy? FLOCK – short answer is absolutely. The policy team could meet with the city and share what other cities have adopted and point you to the state laws and statutes. Won't write it for you but can give you the information.

Member – after the 30 days and the info is deleted it is not accessible even by law enforcement> FLOCK – yes it is hard deleted.

COMMISSION questions:

Commissioner Tinder – is there any connection with Amazon? FLOCK – yes, we have a relationship with ring cameras. If there is a crime, the resident has to OPT in to the ability for flock and law enforcement to use their data. Then a request is sent for that footage each time.

Commissioner Warrick – with Flock – do they access the ring camera and do the TAG reading? FLOCK – no, we can coordinate when those things are reported.

Commissioner Warrick – audits – do flock already do audits? No – we just clean up the back ends of the audits.

Commissioner Warrick – access done by the city? Yes

Commissioner Warrick – can someone request that their license plate not be read? FLOCK – will get back on that.

Warrick – transparency portal – big fan of it and thinks LH should do it. Is there a cost? No

Commissioner Warrick – there were a few cities where a field was blank, can that field be mandatory? FLOCK – it is mandatory now.

Commissioner Warrick – if it is not on the hit list does it still stay for 30 days? Yes

Commissioner Warrick – can you request something to be kept for longer? FLOCK – if it downloaded by PD they have it forever.

Commissioner Warrick to the residents – we already have a whole lot of personal information about our residents, and it is our responsibility to protect it. We need to update our policies and procedures.

Mayor Nelson – 30 days are the standard, are their options to shorten that? FLOCK – yes, certain states by law have shortened that period.

Commissioner Peebles – this is a tool and up to the agency that it is used correctly. If we decided to do some type of internal audit, what would that look like? FLOCK – you could run an audit right now.

Commissioner Warrick – you can do an audit on the searches that are done? Yes, any human activity.

Commissioner Peebles – the number one threat is the human factor. It doesn't matter what system it is; they are going to abuse it if they can. We must make sure we have the audits, and we have strong policies that are strictly enforced.

Commissioner Peebles – key that we are only using LPRs, with limited capabilities.

Commissioner Perno – you've been with Flock 3 months? Yes. What did you do before that? FLOCK – worked as a council member. Therefore, is a big fan of airing out concerns.

Commissioner Perno – also feels we need to take this to the next level and get Flock's policy team down here to help us.

Meeting Adjourned at 7:18pm

Meeting Reconvened at 7:27pm

Item # 8. City Attorney's Report.

City Attorney – nothing to report.

CONSENT AGENDA

Item # 9. Approval of Minutes dated 12/09/25 - Regular meeting minutes.

Item # 10. Approval of the Change Order to BCL Civil Contractors in the amount of \$700 for improvements to the CDBG Minnesota Ave Sidewalk Project.

Item # 11. Approval of the Change Order to ECSC in the amount of \$24,843.28 for additional work on the Phase 1B stormwater project.

Motion by Commissioner Warrick to approve all items on the consent agenda.

Second to the Motion: Commissioner Perno

On Vote:

Warrick	aye
Perno	aye
Peebles	aye
Tinder	aye
Nelson	aye

Motion passed: 5-0

OLD BUSINESS

Item # 12. Discussion and possible approval of Resolution 2025-12-502 Approving an interim process for the appointment of Department Heads.

The Interim City Manager read the resolution by title only.

The City Attorney explained the item per the report.

Mayor Nelson opened the floor to the commission for discussion.

Commissioner Warrick – asked Harold to put up the slide showing the process he requested be approved by resolution.

Commissioner Tinder – so this is for hiring and firing? Warrick – just the hiring.

Motion by Commissioner Warrick to approve Resolution 2025-12-502 Approving an interim process for the appointment of Department Heads.

Second to the Motion: Commissioner Tinder

Mayor Nelson opened the floor to the public for comment.

Mrs. McElroy – you have in the resolution advice and consent, and it should be advise and consent. The commission should be involved in advising during the recruitment and vetting process before it

comes back to the commission for eventual consent. You are a government, and your work is supposed to be out in public not behind closed doors.

Mr. Walker – this read interim process, when will it be approved as a final process? Through the charter? Mayor - yes. Once it is in the charter will it carry over to the interim city manager? Attorney – the charter already says advice and consent; this just confirms and explains it.

Mr. Bear Claw – constitutional considerations – we the people are the sovereign citizens who have institutionalized government to be in place to give them a little bit of power. The citizens want you to protect their rights and uphold the constitution – listen to them. Tinder – said she hopes he comes back to every meeting.

Mr. Lowery – Hawks Landing – thinks it is a very solid well thought out policy until the charter review committee can cement it in the charter. Think they should do it for both the department heads, and the deputy department heads, including approving promotions. Hats off to Commissioner Warrick.

On Vote:

Warrick	aye
Tinder	aye
Peebles	aye
Perno	aye
Nelson	aye

Motion passed: 5-0

TABLED BUSINESS

None

NEW BUSINESS

Item # 13. Discussion and possible approval, following advice & consent, in the hiring of the new Chief of Police, Mr. Lewis Blanchard, for the City of Lynn Haven.

The Interim City Manager explained the item as reported. Mr. Blanchard is not under investigation, nor has he ever been under investigation. Start date if approved will be February 9th.

Mayor Nelson opened the floor to the commission for discussion.

Commissioner Warrick – briefly walk through the criteria used. Mr. Lightfoot – all 3 brought different characteristics and would have benefited the agency. Mr. Blanchard set himself apart.

Commissioner Warrick – what did the panel say? Mr. Lightfoot – they felt he has the strongest and they in fact got ideas from him they will take back to their agencies.

Commissioner Warrick – what risks did you see and how will you mitigate it. Mr. Lightfoot – the public perception is the greatest risk, and he will handle it best.

Commissioner Warrick – what qualities of his shows he will remains stable? Mr. Lightfoot – he groomed three of his past officers to become police chiefs. He cares about his officers and staff. Maybe he can groom the next police chief from our team for when he retires.

Commissioner Tinder – how did we come to the top 3? Who knows best about the corruption in Lynn Haven than someone from here. We have four people with more experience here in Bay County who didn't even get a phone call. Personally, she feels the appointment/approval before the final applications for city manager is premature and should wait till after the city manager's appointments after January 8th. Mr. Enfinger is keeping the ship straight. Mr. Lightfoot – doesn't feel any of our police force are corrupt. None of the Bay County applicants had anywhere near the experience like the three that were selected for the panel interviews. Mr. Lightfoot said those were not called because he didn't feel that they had as much experience.

Commissioner Warrick – feels differently. Especially due to the recent issues. The current acting chief is not able to make long-term changes/solutions that are needed.

Commissioner Tinder – what happens if the new city manager is not Chris?

Commissioner Perno – but so will the Fire Chief have a new City Manager who didn't hire them. No difference.

Mr. Lightfoot – Commissioner Tinder you yourself asked for a candidate that has never worked in the city. There were over 800 comments of congratulation on the FB post in Richmond that announced Mr. Blanchard's move to Lynn Haven, there was not one negative comment.

Commissioner Tinder – when I talk about corruption, I don't mean our officers and our staff.

Mr. Lightfoot – we have employees watching this meeting and when they hear our elected officials say that they are corrupt it affects them.

Commissioner Peebles – before he even knew he was a finalist he scouted the city, on his own dime, walking around Winter Wonderland. Asked him about writing law enforcement policies – he has help multiple organizations obtain accreditations. Also, he is familiar with grants. Mr. Lightfoot – he sent an email about a grant while he was sitting at the airport.

Commissioner Peebles – he said to be transparent you get the story out up front rather than make it look like you're hiding something.

Motion by Commissioner Perno to approve hiring of the new Chief of Police, Mr. Lewis Blanchard, for the City of Lynn Haven.

Second to the Motion: Commissioner Warrick

Mayor Nelson opened the floor for discussion by the public.

Mr. Langford – first, hiring process. Chris – you are not a police officer? No. Mr. Langford – recalls the outline of the procedure and thanked Mr. Lightfoot for not making this decision in a vacuum, but had a panel of qualified individuals to assist him. Also saw that FB post about him that was nothing but positive comments. About when it should happen and waiting until the recall is done or the new city manager is appointed - so, should we prevent Commissioner Perno from voting, seeing as he is going to be termed out? Commissioner Tinder – the idea that you insisted that we not hire local and now we have someone that is not local and suddenly it should be local?

Mr. Lowery – has reviewed all the finalists. His family are from Mr. Blanchard's area, and they love him and think very highly of him. Really feels Mr. Blanchard is the right person for the job. He thinks Mr. Blanchard and Steve Enfinger will be a good team.

Mrs. McElroy – in the state of Florida – will he have those state certifications? Mr. Lightfoot – he will spend his first week attending Gulf Coast to do his transition course. Mrs. McElroy - Why would you not have him here to be part of this public meeting. Mr. Lightfoot – all 3 candidates gave kudos to Mrs. Hodges for the smooth process.

Mr. Walker – doesn't know why this is a rush to judgement now. Come January you are likely to change your government. You currently do not have a city manager, missing a few directors, and a chief of police. The previous chief of police said he was here to protect the city manager, and it was clear how she protected him. You allowed him to resign, and you didn't fire him. You've waited long enough; you may as well wait a while longer. It seems to be a rush. The man is not certified or a resident of the state of Florida. Has he read the city employment and salary and agreed to it?

Mr. Bearclaw – five elements of the first amendment; Freedom of Speech, Freedom of Religion, Petitioning for Grievances to your government, Freedom of Assembly, and Freedom of Press.

Mr. Detwiler – verbalized his experience. Commissioner Warrick is right that in a vacuum you will have chaos. He would like to have asked questions of each of the candidates too. We have a finance director that provided FBI testimony that stated that there was employee intimidation, that checks were falsely signed by the former city manager, and that funds were misplaced. The former mayor

was convicted of a felony for lying to the FBI. So, to say there is no corruption inside this city is false.

Mrs. Parker – Rhett Place – Read the article about Mr. Blanchard being involved in the corruption. Mr. Lightfoot said it wasn't him that was corrupt the article is about how he assisted the sheriff in that investigation. Mrs. Parker – and regarding the IT equipment, the guy stole the stuff, so there is corruption. Commissioner Warrick – it was the state attorney that decided not to prosecute. Mrs. Parker – understood, but it is still corruption in the city.

Mr. Switzer – wondering about the process. You all voted 4-1 in flock last meeting and none of you really understood anything about flock. Have you maybe thought the same thing may be happening with the police chief selection? How about the citizens get the story and have some input?

Mr. Lightfoot – we have explained and shared the story of the process numerous times.

Mr. Switzer – has the discussion been had about the worst thing about candidate A and the best thing and how do they compare? The critical thought process is missing. Commissioner Warrick – we have gone through the whole process of advice and consent. It is not up to the commission to select the department heads; it is the city manager. Chief Blanchard has a phenomenal record, and we are extremely lucky to find somebody like this. He doesn't need this job; he does it because he is passionate about what he does. Mr. Switzer – it would have been nice to hear those discussions.

Commissioner Tinder – spoke a bit about her interview with the man from Montana. They all interviewed very much the same. Chief Blanchard will have her full support.

Mayor Nelson – What Mr. Switzer is asking is probably not recorded, but they have all given Mr. Lightfoot their feedback on each candidate.

Mr. Finch – you took years to get rid of the last guy. Get on with the hiring because he can't be worse than we had. If the new guy gives us any reason we will be right up here when you have the next meeting. We've been here 3 hours, and you have completed 45 minutes of work.

Mr. Beshearse – you do not want to delay it to the recall. You cannot ask Mr. Blanchard to hang around in the bleachers until you decide. If the recall goes ahead even the person who will replace the mayor has given his approval of the candidate. Commissioner Tinder – tired of these blanket corruption statements. When people come to you with corruptions claims, it is up to you to deal with it and take it up the ladder. Tired of the vague corruption statements that smear the citizens and employees of Lynn Haven.

Mr. Scray – equated the negative members of the community to kids who are angry and have a tantrum. There is not another candidate that is more of the opposite to the guy who just left. Give the guy a chance. You all sit here at every meeting and complain repeatedly about what you want. You wanted an outsider who is all about transparency who won't lie or cheat. But it is still not good enough because you are not getting the cookie out of the cookie jar.

Resident – we've had the last 8 years of chaos in this community. We need to move forward. Trying to fill a leadership deficit. We have an interim city manager who is doing his job. Mr. Blanchard seems to be the person we need. He would not take his certifications in this state until he knows he has the job in this state.

Mr. Snyder – this horse is well and truly dead. He feels as though we have a break in trust from well-intentioned people that want what's best. He supports each of them in this and Mr. Lightfoot for doing a very thorough search. If we ask Mr. Blanchard to wait, he has in his rights to say no thanks. When you have someone like him that comes along it is not prudent to ask them to wait. Focus on the future ahead of us and not what is behind us that is bad. If we're gaining somebody that they don't want to lose that is a good thing.

On Vote:

Warrick	aye
Peebles	aye
Perno	aye
Tinder	aye
Nelson	aye

Motion passed: 5-0

Item # 14. Discussion and possible approval of Resolution 2025-12-503 – Approving submittal of a state revolving fund loan application for point source water pollution control.

The Interim City Manager read the resolution by title only.

Interim City Manager explained the item in the attached report.

Mayor Nelson opened the floor to the commission for discussion.

Mayor Nelson – for clarification – if we move forward and receive this loan it will be paid from the enterprise funds? Yes, and the rates study will be done before the January meeting.

Motion by Commissioner Perno to approve Resolution 2025-12-503 – Approving submittal of a state revolving fund loan application for point source water pollution control.

Second to the Motion: Commissioner Warrick

Mayor Nelson opened the floor for discussion by the public.

Mrs. McElroy – what is that in there about an engineer that wasn’t identified? Who are they? Mott McDonald and Panhandle. Mrs. McElroy - No way to change that? no.

Mr. Walker – Do we have to pay off the other loan first? no. Mr. Walker – this is going to be a loan and will be paid by the enterprise funds, but it is still an additional \$13m debt. Mr. Lightfoot – that is what the rate study will show.

Mrs. Roman – The Finance Review committee has discussed this numerous times and are fully aware of it. This is just an application process for the headworks portion that needs to be done whether we go with the county or not.

Mr. Lightfoot – you will also get another resolution to approve the application when it is ready.

Commissioner Warrick – We’ve discussed if this is something we can hold off until the sewer plant goes down to the county, but you must do this regardless because you are still going to use this plant, correct? Mr. Lightfoot – Remember also that we are still under the consent order that requires us to construct this.

Commissioner Tinder – just wanted to say she appreciates everyone’s input, and she will honor any feedback from employees. The good news is that we now have a new police chief, and she just got a text to say that her daughter just got engaged in Savannah.

On Vote:

Warrick	aye
Peebles	aye
Perno	aye
Tinder	aye
Nelson	aye

Motion passed: 5-0

Item # 15. Discussion about requesting a state audit. (Commissioner Warrick)

Commissioner Warrick – did his due diligence and sat down with Senator Trumbull to ask him to do a state audit. He said if we request it we must pay for it and if the state requests it then they pay for

it. He is willing to request if with the FULL support of the commission. Spoke about the issues of the past. Scope from FY 21 – 25 and making sure we are following policy and procedure.

Mayor Nelson – are you referring to a specific department or the entire finance of the city.
Commissioner Warrick – the entire city.

Mr. Lightfoot – would like to meet with Senator Trumbull and Representative Griffiths before the commission vote on it.

City Attorney advised she has already reached out to Senator Trumbull’s office and is waiting on and answer.

Motion by Commissioner Warrick to request a FY21 through FY25 state audit of the city finances.

Second to the Motion: Commissioner Tinder

Mr. Beshearse – he is concerned that an official vote on it now with the city asking the state means we will have to pay.

City Attorney – that is in fact what this motion would be, an official request for an audit. Now, based on Commissioner Warrick’s representations and conversations with Senator Trumbull, we will not have to pay if we go this particular route. Mr. Lightfoot – it is his understanding that they can still reject it. We will not be guaranteed the audit.

Mr. Scray – suggested making a motion to accept Senator Trumbull’s offer.

Previous motion rescinded by Commissioner Warrick.

Previous second rescinded by Commissioner Tinder.

Amended Motion by Commissioner Warrick To accept Senator Trumbull’s offer to request a state audit for FY21 through FY25 for all city financials.

Second to the Amended Motion: Commissioner Tinder

Mr. Scray – spoke about his own findings of his own audit of up to 17 actions that were not properly approved. Asked them to be very thorough and hold people who do it accountable.

Mr. Lowery – fully support this. It is a very important first step to regaining public trust.

Mr. Finch – which years are you talking about? We have all those records that they are still going through. Their problem is the 2019 fake invoices that were paid. The biggest issue was the lack of policy in purchases. He thinks it should be from 2019.

Mr. Bearclaw – he agrees from 2019 as a start, but 2018 will give you a baseline. Gave his contact details and various names.

Mrs. Roman – wants to make sure that they understand the city is audited annually and has been audited annually. We are currently doing an additional audit. There will be staff time assigned to this which is no small task. She asked that they set very specific parameters. Mayor Nelson advised that the motion did set out very specific parameters. Commissioner Warrick – once we have the discussion with Senator Trumbull, we will have a clearer idea of what we can and can’t request. Mayor Nelson – at this point we are just trying to rebuild transparency with the community.

Commissioner Tinder – last time we asked we threw \$100k at it.

Minutes from the City Commission meeting called December 30, 2025, at 5:30 P.M.

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On Vote:

Warrick	aye
Tinder	aye
Peebles	aye
Perno	aye
Nelson	aye

Motion passed: 5-0

Item # 15. Adjournment.

There being no further business, the meeting was adjourned at 9.07 P.M.

APPROVED THIS _____ DAY OF _____ 2026.

Jesse Nelson, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager

prepared by
Cicelia Rushing



CITY OF LYNN HAVEN, FLORIDA

10

Commission Agenda Report

Department: Lynn Haven CRA

Prepared by: Bernd "Ben" Janke, AICP

Agenda Title: Lynn Haven CRA 10-year time extension

Staff Recommends: Resolution 2026-01-504 To ratify the previously approved 10-year time extension.

I. Report in Brief:

Ratifying the 10-year time extension of the CRA. The extension was previously approved by the CRA Board on Dec 12, 2025. This extension will allow us to finish the CRA projects as outlined in the CRA Plan.

Background:

The CRA was established in 2004 with the intent to eliminate sub-standard conditions within a predefined area of Lynn Haven. Events such as the burst of the real estate bubble in 2008, Hurricane Michael in 2018, as well as COVID in 2020 had a negative impact on the CRA's financial strategy and project timeline. In addition, construction costs have been sky-rocketing in the last few years. These factors are limiting the implementation of the remaining planned CRA projects within its current time frame. A time extension of the CRA by another 10 years is required to complete all projects. This resolution ratifies the CRA Board decision from Dec 12, 2025 to extend the CRA time frame by another 10 years.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: n/a

Project #:

III. Advertised: yes

Date: 01/09/26

Where: City website

Background Cont.:

IV. Alternatives:

V. Attachments:

Resolution #2026-01-504

RESOLUTION 2026-01-504

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, APPROVING THE EXTENSION OF THE COMMUNITY REDEVELOPMENT AGENCY IN ACCORDANCE WITH SECTION 163.3755(1), FLORIDA STATUTES, FROM SEPTEMBER 30, 2039 TO NOVEMBER 30, 2043, PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969, as amended, (“Redevelopment Act”) the City of Lynn Haven (“City”) has previously created the Lynn Haven Community Redevelopment Agency (“Agency”) to undertake redevelopment within the corporate limits of the City; and

WHEREAS, on May 25, 2004, the City established the Agency with the adoption of Resolution 2004-05-351 to exercise redevelopment powers in community redevelopment areas (“CRAs”) established by the City pursuant to the Redevelopment Act; and

WHEREAS, in accordance with Section 163.355, Florida Statutes, the City Commission determined that certain areas within the City identified as the Lynn Haven CRA Area (the “Redevelopment Area”), were appropriate for redevelopment and made findings of necessity for such areas; and

WHEREAS, the Redevelopment Area is governed by a redevelopment plan adopted and amended as the case may be pursuant to the Redevelopment Act; and

WHEREAS, on December 9, 2025, the City Commission adopted Resolution 2025-12-496, extending the duration of the Community Redevelopment Plan to 2043; and

WHEREAS, in 2019, the Florida Legislature enacted Section 163.3755(1), Florida Statutes, which mandated the following: A community redevelopment agency in existence on October 1, 2019, shall terminate on the expiration date provided in the agency’s charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the county or municipality that created the community redevelopment agency

approves its continued existence by a majority vote of the members of the governing body; and

WHEREAS, pursuant to Section 163.3755(1), Florida Statutes, the City Commission, which is the Agency's governing body, may approve by a majority vote to extend the termination date of the Agency; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interests of the health, safety, and welfare of the residents and citizens of the City of Lynn Haven and the public at large so that redevelopment, as defined by Section 163.340(9) of the Redevelopment Act, can continue in accordance with the Redevelopment Area's redevelopment plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF LYNN HAVEN, FLORIDA:

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Authorization. The Agency shall be extended to November 30, 2043.

Section 3. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the City Commission of the City of Lynn Haven, Florida, this _____ day of _____, 2026.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

Interim City Manager



CITY OF LYNN HAVEN, FLORIDA 11

Commission Agenda Report

Department: Executive

Prepared by: Jennifer D. Hodges

Agenda Title: Interim Policy-Waiting to Engage

Staff Approve the Interim Policy
Recommends:

I. Report in Brief:

Current interim policy, signed May 31, 2022, requires Department Directors to be available evenings and week-ends for all "on-call" assignments. However, the cited examples are not on-call assignments but rather, waiting to engage assignments. Whatever it is technically called, this approach gives no relief to Directors and requires call-outs of employees who may or may not be available for service. This situation can lead to burn-out and delays in getting emergencies addressed.

Background:

In 2022, a study was conducted on "on-call" status and overtime payments resulting from such status. The study found that the original on-call policy which paid for a minimum of one hour of the designated employee's hourly rate per week day, two hours on Saturdays and two hours on Sundays, and four hours for a holiday resulted in excessive expense. Further, the use of the term "on-call" was not appropriately applied. Such employees were "waiting to engage" in work; rather than "engaged to wait." The difference between the two is the amount of control the city mandates on the employee. Therefore, the City Manager entered an Interim Policy which stopped all on-call payments and required exempt-level directors to address all emergencies. This approach, while stopping the excessive expense, led to burn-out and employees not be readily available to respond to emergencies.

While the Fair Labor Standards Act does not required those who are "engaged to wait" receive compensation, it is also true that employees do not need to accept "engaged to wait" requirements. Therefore, to be fair to employees and ensure qualified staff are



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: NA

Project #:

III. Advertised: NA

Date:

Where:

Background Cont.:

available to respond to emergencies after hours, on weekends, and holidays, the Interim City Manager is proposing an Interim Policy which will allow for a flat rate (i.e., stipend) be provided to those qualified employees who must respond to emergencies. The stipend would be \$11/day or \$77/calendar week. This concept is used by other area municipalities as well.

IV. Alternatives:

1. Only pay employees when they are called into service, understanding that employees are not required to respond to work when not officially scheduled to work. This alternative could lead to emergencies not being handled in a timely manner.

V. Attachments:

1. Proposed Interim Policy Memorandum
2. Policy 129, Work Week, Work Day, ON-Call, Call-Outs, and Overtime Compensation
3. Interim Policy Memorandum dated May 31, 2022

JESSE NELSON
MAYOR

CHRIS LIGHTFOOT
INTERIM CITY MANAGER

AMY MYERS
CITY ATTORNEY



COMMISSIONERS

SAM PEEBLES

PAT PERNO

JAMIE WARRICK

JUDY TINDER

**INTERIM PERSONNEL POLICY AND PROCEDURE MEMORANDUM
“WAITING TO ENGAGE STIPEND FOR QUALIFIED EMPLOYEES”
(Modifying Policy 129, Work Week, Work Day, On-Call, Call-Outs, and Overtime Compensation and
Interim Policy Memorandum dated May 31, 2022)**

The Interim Policy Memorandum signed on May 31, 2022, by City Manager Vickie Gainer is hereby replaced with the following Interim Policy – Waiting to Engage Stipend for Qualified Employees. This policy corrects the terminology referencing “On Call” with “Waiting to Engage” and sets a flat rate of compensation for such status:

**Interim Personnel Policy and Procedure Memorandum
“Waiting to Engage Stipend for Qualified Employees”**

Because of the challenges created by emergencies involving public works, public utilities and animal control services, the City must address and modify its “On-Call” policy and payment structure for our employees required to respond to such emergencies. This modification will allow efficient responses to emergencies so that the City meets the needs of our citizens and customers and comply with the Fair Labor Standards Act.

Effective immediately, the following employees assigned to public works, public utilities and animal control may be assigned as “Waiting to Engage” to assist the City in swiftly determining the extent of an emergency and required staffing needed to address after hour emergencies. Positions which are appropriate to be assigned as “Waiting to Engage” require special experience and expertise and include the following:

Public Works-Public Utilities:

- Water and Sewer Superintendents
- Water and Sewer Plant Operators
- Lift Station Mechanics
- Foreman
- Other Public Works-Public Utilities personnel as appropriate.

Animal Control:

- Animal Control Officer Supervisor
- Animal Control Officer

Waiting to Engage assignments require these employees to address city emergencies timely and appropriately and understand what actions should be taken to rectify the situation. Also, these positions can identify staff who need to be “called out” to help resolve the emergency. It is

Interim Personnel Policy and Procedure Memorandum “Waiting to Engage Stipend”
Policy 129, Work Week, Work Day, On-Call, Call-Outs, and Overtime Compensation
Page Two

contemplated that most after-hours emergencies can either be handled directly by the assigned waiting to engage employee, or the waiting to engage employee can identify and communicate the need to call out additional employees to assist with the emergency.

Waiting to Engage assignments typically cover after hours from a regular scheduled work week (i.e., Monday through Friday). Each employee assigned as Waiting to Engage will receive monetary compensation for the inconvenience of the waiting to engage assignment, and the requirement to be available to respond to emergencies. A stipend of \$77/workweek (i.e., \$11/day) will constitute this compensation. The waiting to engage assignment requires the employee to remain in his/her county of residence or Bay County during the duration of the assignment and be ready and able to respond quickly (i.e., within 30 minutes of the call into service) when needed.

Each Director shall submit to the City Manager, or designee, those employees who qualify for waiting to engage assignments along with a waiting to engage schedule. The City Manager, or designee, shall review and approve these employees for such assignment. The waiting to engage assignment list of employees shall be provided to Human Resources and Payroll for inclusion into the city’s enterprise resource planning (ERP) system and the city’s time-keeping application, UKG Kronos. The Director and supervisor shall be responsible for ensuring the inclusion of the waiting to engage assignment is reported and recorded in the city’s time-keeping application, UKG Kronos.

If the employee who is assigned as a waiting to engage employee must physically respond to an emergency (e.g., to inspect a lift station alarm, to access a water leak, capture a dangerous animal), then said employee shall be compensated for such duty at his/her hourly rate. The computation of physical time worked whether as an employee who is “waiting to engage” or an employee being “called out” is from portal to portal. This time should be recorded or reflected in the City’s timekeeping system.

This Interim Policy Memorandum will remain in full force and effect unless or until it is revoked or modified in writing, or City Policy 129 is formally amended and disseminated.

EFFECTIVE DATE: _____

Chris Lightfoot, Interim City Manager



129- Work Week, Work Day, On-Call, Call-Outs, and Overtime Compensation

I. OBJECTIVES:

- a. The Fair Labor Standards Act, as amended, and interpretive bulletins issued by the U.S Department of Labor establish rules and regulations that are used by the Department of Labor to determine what constitutes working time. The purpose of this policy is to set forth the application of these rules and regulations to the City of Lynn Haven's Employees.

II. SCOPE:

The City of Lynn Haven will comply with the Fair Labor Standards Act, as amended, and Department of Labor rules and regulations pertaining to payment for overtime worked. This policy applies only to employees covered by the overtime provisions of the Fair Labor Standards Act, as amended (nonexempt employees).

III. PROVISIONS:

- a. The normal working hours and workweek for all employees not exempt from the overtime provisions of the Fair Labor Standards Act, as amended, are as follows.
 - i. Office employees normally work an (8) hour shift with an unpaid lunch break, Monday through Friday.
 - ii. Trades and crafts employees, recreational, police or fire work any scheduled number of hours within a 24-hour period, as determined by management. Normally, trades and crafts employees will work an eight-hour day, with one hour or half hour unpaid for lunch break, Monday through Friday.
- b. Call-Out
 - i. All employees are subject to call-out in the event of an emergency.
 - ii. Employees called out for emergency work on a day they are not scheduled to work must complete their sweat equity (hours actually worked) before overtime pay will be paid.

c. On-Call

- i. Employees of the City of Lynn Haven are required to be on-call for various periods of time. Employees who are on-call are not required to restrict their movement during such time to their homes or any other location but are required to respond to radio or cellular telephone provided by the City of Lynn Haven. If radio or cellular telephone is not provided by the City of Lynn Haven, employees' on-call should leave word where they may be reached by telephone.
- ii. Management will assign employees to be on-call. Employees will perform on-call duty on a rotating basis, as assigned.
- iii. For each weekday during which an eligible employee is on-call, he/she will receive a minimum of one hour pay at his/her overtime rate of pay. For each Saturday and Sunday during which an employee is on call, he/she will receive a minimum of two hours pay at time and one-half his/her regular rate of pay. For each holiday during which an employee is on-call, he/she will receive a minimum of four hours pay at time and one-half his/her regular rate of pay.
- iv. Eligible employee's on-call are expected to be ready and capable of responding to a call-out. Any employee, who is impaired for any reason, including sickness, must notify management and request to be relieved of the on-call assignment. Management will then find someone to take the remaining shift.
- v. All employees are eligible to be on-call and are subject to be called out at any time. Due to circumstances, the City of Lynn Haven realizes sometimes employees cannot come to work when requested. However, the City of Lynn Haven does expect employees to answer the phone and communicate their situation. Refusing to answer the phone or not communicating is unacceptable and can result in disciplinary actions including, but not limited to termination.
- vi. Should the on-call person become overwhelmed and need more help, it is their responsibility to contact management for assistance. Management will then communicate with the employee on-call and assess the situation to

assign assistance and equipment. Management will keep a log of the outage which will include but not limited to location, people, etc. Management will also log those individuals that did not respond to the City of Lynn Haven's need for assistance.

- vii. It is mandatory that all employees that are on-call work their assigned shifts. No employee is eligible to give or trade their on-call duty to another employee unless approved by Management. Should an employee have a scheduling problem and need to change the week of their on-call, they must submit in writing to Management their request and reason. It is then at the discretion of Management to grant the switch or not. If the on-call duty is switched, the employee that requested the switch must then pull standby of the other employee within the rotation. No employee will be allowed to pull back-to-back on-call two weeks in a row. However, they may be eligible to be called out to assist.
 - viii. An employee must have the minimum qualifications to be considered to pull on-call duty.
- d. Attendance at meetings, seminars, or training programs is counted as working time unless the following four criteria are met:
- i. Attendance is outside the employee's regular working hours,
 - ii. Attendance is in fact voluntary,
 - iii. The course, lecture or meeting is not directly related to the employee's job; and
 - iv. The employee does not perform any productive work during such attendance.
- e. Time spent by an employee attending an independent school, college, or trade school after hours and on his/her own initiative is not included in the calculation of hours worked, even if courses are related to his/her job.
- f. Travel Time
- i. Ordinary Home to Work:
 - a. Travel time from home to work before the regular workday and from work to home at the end of the workday is ordinary home to work travel

and is not considered hours worked; therefore, no compensation, either straight time or overtime, is due.

- ii. Travel that is all in a day's work:
 - a. Time spent by an employee in travel as part of his/her job, such as travel from job site to job site during the workday, is counted as hours worked. When an employee is required to report to a designated location to receive instructions, or to pick up tools, equipment or materials, the travel time from the designated location to the workplace is part of the day's work and is counted as hours worked. Travel time to return to the City of Lynn Haven's office from a worksite at the end of the day is also counted as hours worked. However, if an employee goes home from a worksite rather than returning to the City of Lynn Haven's office, the travel time is not counted as hours worked
- iii. Home to Work Emergency situations:
 - a. When an employee who has gone home after completing his/her day's work is called out after hours, all travel time resulting from the call-out is counted as hours worked, including any travel from home to the City of Lynn Haven's office or to a worksite and any return travel from the worksite or the City of Lynn Haven's office.
- iv. Home to work on special one-day assignments to another town (not overnight):
 - a. Travel time from an employee's home on a special assignment to a location other than a City of Lynn Haven office (such as to attend a meeting or training program) that does not involve overnight stay is considered time worked.
 - b. Not all the time involved, however, is counted. Since, except for the special assignment, the employee would have had to report to his/her regular work site, the travel time he/she would normally have spent between his/her home and his/her regular workplace is to be deducted.
- v. Travel away from the home Community (overnight):
 - a. Travel that keeps an employee away from home overnight is working time during the time it cuts across the employee's normal workday. The

time is not only hours worked on regular working days during normal working hours, but also during the corresponding hours on nonworking days as well. Thus, travel time during regular hours (less the normal lunch hour) is working time on Saturday and Sunday as well as on the other days. However, travel time outside normal working hours, where an overnight stay is involved, will not be counted as hours worked, unless the employee is required to drive.

vi. Overtime Compensation:

- a. Nonexempt employees will be paid overtime at one and one-half the employee's regular rate of pay for all hours worked in excess of sweat equity.
- b. There is no such thing as compensatory time for any employee.
- c. Notwithstanding any other provision in this policy, in the event of a conflict between this policy and federal law, federal law controls.

vii. Mayoral declared State of Emergency:

- a. If the Mayor declares a State of Emergency when he/she believes a disaster has occurred or may be imminent that is severe enough to require State aid to supplement local resources in preventing or alleviating damages, loss, hardship or suffering, all employees will be paid their minimum pay for the period of the time designated, or until a Mandatory Return to Work date is announced – whichever comes first.
- b. Any employee who reports to work during the state of emergency will automatically be paid time and one half their regular pay for any time worked during the designated period, and double time for any time worked that would normally be considered overtime until the mandatory Return to Work date.
- c. This does not apply to an inclement weather day, but a hurricane, natural disaster, etc.
- d. The City will make every effort to contact each employee via phone, email, or social media in order to ensure closure and return dates are

communicated. It is the employee's responsibility to try to reach a command center staff member if they have not had contact with someone from the COLH.

- e. If the employee cannot make it to work as a result of the emergency, the employee must inform his or her supervisor. The employee will not be paid for missing work after the designated Return to Work date, however, the employee may use PTO if he or she has it available

b. RESPONSIBILITY:

- a. Each Manager is responsible for seeing that the provisions of this policy are followed in carrying out day-to-day job activities, and in reporting time for payroll purposes.
- b. The City Manager is responsible for the administration of this policy.

EFFECTIVE DATE: April 24, 2018, Rev. June 25, 2019

JESSE NELSON
MAYOR

VICKIE GAINER
CITY MANAGER

KEVIN OBOS
CITY ATTORNEY



COMMISSIONERS

BRANDON ALDRIDGE

PAT PERNO

JAMIE WARRICK

JUDY TINDER

INTERIM POLICY MEMORANDUM

Effective immediately, there will be no more “on-call” pay Monday through Friday for city employees pending revision to Policy 129, Work Week, Work Day, On-Call, Call-Outs, and Overtime Compensation, except as provided in this policy memorandum. This Policy Memorandum DOES NOT affect or change any policy currently in place for the Lynn Haven Police Department or Fire Department, and their department policies will continue to control.

Also, effective immediately, directors shall be the primary AFTER HOURS contact Monday through Friday for all emergencies related to their specific departments. The director can also include the department’s exempt supervisor, if available, as a secondary contact for emergencies. The director and/or exempt supervisor then can determine if an immediate response is required, and if so, which employee(s) is best suited to be “called out” to respond to said emergency.

Effective June 1, 2022, directors may identify lead hourly (non-exempt) employees who may be scheduled for On-Call duty for weekends (i.e., Saturday, Sunday) and holidays in addition to directors and exempt employees. Only one lead employee shall be scheduled each weekend and/or holiday coverage at a time. The director shall submit a calendar of weekend and holiday On-Call coverage to Police Dispatch AND the Director of Human Resources PRIOR to the schedule’s implementation. Any modifications to the weekend/holiday schedule shall also be provided in advance to Police Dispatch and the Director of Human Resources.

This Interim Policy Memorandum will remain in full force and effect unless or until it is revoked or modified in writing, or City Policy 129 is amended and disseminated.

DATE: MAY 31, 2022

Vickie Gainer, City Manager



Department: Planning & Development

Prepared by: Jennifer Boyer

Agenda Title: Discussion/possible approval of removing Planning Commission members

Staff Removal of Planning Commission members and consideration of new members

Recommends:

I. Report in Brief:

Two members of the Planning Commission have at least three consecutive unexcused absences. The City Commission must decide if they want to remove these board members and reappoint new members to the board.

Background:

Resolution 2025-04-454 sets procedures for Boards. Section 7.q. states, "Upon failure of any member to attend three consecutive meetings, the Board and/or Staff Liaison may recommend that the City Commission terminate that appointment and declare the position vacant."

Mr. Parron had four (4) consecutive absences in October 2025, November 2025, December 2025, and January 2026. He also had an unexcused absence in August 2025.

Mr. Murphy had three (3) unexcused absences in November 2025, December 2025, and January 2026. He also had an unexcused absence in September 2025. Furthermore, all contact information is now void and staff have been unable to reach him, despite numerous attempts over the past year.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: n/a

Project #: n/a

III. Advertised: No

Date:

Where:

Background Cont.:

Per Resolution 2025-04-454, the City Commission shall appoint members of the board; to include responsibility of an individual member of a board in which a Commissioner appointed.

If Mr. Parron and Mr. Murphy are to be removed from the board due to three consecutive unexcused absences, then the city must advertise all vacancies for no less than ten days. Submitted applications then can be reviewed and acted on by the City Commission.

IV. Alternatives:

n/a

V. Attachments:

Resolution 2025-04-454

RESOLUTION 2025-04-454

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, AMENDING THE CITY'S POLICY FOR THE APPOINTMENT OF BOARD MEMBERS; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Lynn Haven, Florida, from and after the effective date of this Resolution, that revisions to Policy 96-EX5 relating to the recruitment and appointment of citizens to City Boards, as attached and incorporated herein as Exhibit A to this Resolution, is hereby approved.

THIS RESOLUTION shall take effect immediately upon its passage.

PASSED, APPROVED, AND ADOPTED in special session this 21st day of April, 2025.

CITY OF LYNN HAVEN, FLORIDA

By  _____
JESSE NELSON, MAYOR

ATTEST:



VICKIE GAINER, CITY MANAGER-CLERK

BOARDS APPOINTMENT POLICY

1. TITLE: Procedural guide for the recruitment and appointment of citizens to serve on City advisory Boards.
2. PURPOSE: To provide written procedures detailing the purpose of said Boards, providing a description of duties, establishing minimum requirements for service and setting the term for service. Provide for the procedure by which citizens may make application for service. Establish the method by which the City Commission may make assessment of applicant qualifications and to establish method for making appointments to said Boards.
3. SCOPE: This policy is applicable to all who have been delegated responsibility in support of City Boards.
4. AUTHORITY: Established by ordinance, resolution and/or City Commission action.
5. RESPONSIBILITY: The following entities prescribe responsibility and participate in the process.
 - a. City Commission: The City Commission of the City of Lynn Haven hereby establishes Boards to be governed by the provisions set forth by ordinance, resolution, and/or City Commission action. It shall be the responsibility of the City Commission to appoint qualified persons to Boards service. All Boards shall serve at the pleasure of the City Commission. Commission interaction with Boards shall be channeled through staff or at Commission meetings only.
 - b. City Manager: The City Manager's office will coordinate all staff activities for the Boards. The City Manager is represented at all Boards by a Staff Liaison who will be appointed by and responsible to the City Manager, through the appropriate department head. **Except as may be designated by the City Manager, the City Manager coordinates Board member activities, communications to and from the Mayor and Commission, and citizens, as well as Board appointments.**

The City Manager will provide information and interpretations on the role of Board members, City Commission operation policies, appointment procedures, and other questions which may arise. The City Manager will serve as the depository for all official meeting minutes, and other records as required minutes of all Boards meetings. Upon review and approval of the City Manager, minutes will be distributed to each City of Lynn Haven Commission member within a reasonable period of time period. A directory of elected and appointed officials and members of all Boards are also maintained by the City Manager and will be on file and said office.

- e. ~~Reserved. Deputy City Clerk: the deputy City clerk coordinates member activities, communications to and from the mayor and Commission, and citizens, as well as Boards appointments. The deputy City clerk will provide information and interpretations on the role of Boards members, City Commission operation policies, appointment procedures, and other questions which may arise. The deputy City clerk will serve as the depository for all official meeting minutes, and other records as required minutes of all Boards meetings, upon review and approval of the City manager, will be distributed to each City of Lynn Haven Commission member within a reasonable period of time period a directory of elected and appointed officials and members of all Boards are also maintained by the deputy City clerk and will be on file and said office.~~
- d. Staff Liaison: As appointed by the City Manager, Staff Liaison will assist their assigned Boards in the following ways:
- Assist in the development of the meeting agenda
 - Informs the members of items of special interest
 - Ensures that the Board's work complements community goals
 - Provides information as required
 - Research researches and provides background information and analysis on issues under consideration by the Boards

- Drafts letters, memorandums, and other items of communication as requested by the Boards
 - Provides for technical assistance
- e. Chairperson: The chairperson is appointed to a one year term as elected at large by the members of said Board. Special duties and responsibilities of the Chairperson include but are not limited to:
- Leads meetings;
 - Ensures meetings begin and end on time. Boards should follow Roberts Rules, some more formally than others
 - Plans meeting agenda in cooperation with the Staff Liaison
 - Encourages full participation by all Board members
 - Serves as the Board's primary contact
 - Makes recommendations and gives reports to the City Commission for appointments and reappointments to the Board
 - Makes Board presentations to the City Commission at designated meetings
- f. Citizen: In fulfillment of the need for citizen involvement and to utilize the talents, expertise, and the vitality of the people of Lynn Haven.

6. DEFINITIONS: the following terms and definitions apply

- a. Board: To mean any Board, committee or task force assigned to assist the City where its members are appointed by the City Commission on either informal or informal basis.
- b. Term: Will mean the duration of the appointment as determined by ordinance, resolution or City Commission action.

7. PROCEDURES:

- a. Each Board member will be appointed by the City Commission in accordance with the ordinances or written policies of the City. In each case individual member of the City Commission will bear responsibility for the appointment of one member to serve on each designated Board. In those cases where there exists a requirement for more than five members for service, the balance of members to serve will be appointed by a majority decision of the City Commission.

- b. Each Commissioner appointment will be made with the advice and consent of a majority of the City Commission.
- c. It will be the responsibility of the City Commission to monitor Board progress, recruit service members and make timely appointments to said Boards.
- d. The office of the City Manager will coordinate all staff activities for the Boards. The City Manager may serve or designate a staff member to serve as liaison who will be responsible to the City Manager through the appropriate Department Head.
- e. The **office of the City Manager** ~~deputy City clerk~~ will coordinate member activities and communications; will maintain a directory of elected and appointed officials and members of all Boards; and will monitor their personal participation record and make known to the City Commission when member appointments are due to expire. Additionally, the **City Manager** ~~clerk~~ will maintain the Advisory Board Membership and Information Guidebook and initiate efforts to solicit applications for Board membership. Additionally the ~~deputy City~~ **Manager** ~~clerk~~ will maintain custody of all Board meeting minutes and appropriate official records.
- f. By appointment of the City **Manager**, a Staff Liaison will serve to assist the Board in providing support and technical assistance.
- g. The City will maintain on file for a period of two years applications for Board service for review of the City Commission at any time. The City will, through the publication of the Advisory Boards Membership and Information Guide, **by ten-day advertisement of all vacancies**, and by other means, communicate to the general citizenry with regard to the need for citizen participation on our Boards.
- h. It will be appropriate for members of the City Commission to recruit and asked to serve selected citizens whose talents, expertise and willingness to serve, will best serve the interest of the City.
- i. It will be appropriate to appoint on occasion members to serve on Ad Hoc committees which will serve an immediate purpose on an interim basis.
- j. It would not be appropriate for one citizen to serve on more than one Board at a time, unless that Board should be considered to fall under the description of an interim Board as described in item (i) above.

- k. Each Board will hold meetings as required by ordinance, resolution or City Commission action and at such times as deemed necessary by the Chairperson.
- l. Fifty-one percent of the voting membership will constitute a quorum. A quorum will be necessary to act on any agenda item.
- m. Each Board will be governed by a set of bylaws as adopted by the City Commission by ordinance, resolution or City Commission action.
- n. The parliamentary authority for each Board is Roberts rules of order, except where superseded by said bylaws or local, state, or federal law. A degree of informality is granted based on the nature of the Board.
- o. Boards vacancies will be filled in the same manner as the original appointment.
- p. Appointments will be for a term of two years except as superseded by said bylaws or local, state, or federal law.
- q. Upon failure of any member to attend three consecutive meetings, the Board and/or Staff Liaison may recommend that the **City Commission** governing body terminate that appointment and declare the position vacant.
- r. All Board service members will be legal residents of the City except as superseded by said bylaws or local, state or federal law.
- s. Annual financial disclosure statements as required by law will be required by Board service members except as declared exempt by said law.
- t. The elected Chair will not serve more than two years before rotation of Chair service to another member, except as superseded by said bylaws or local, state, or federal law.
- u. The officers of any Board will consist of a Chair and Vice Chair who will be elected by the membership and who will serve at the pleasure of the membership for one term. Officers may be elected no more than twice without giving up the Chair position for at least one year. This element may be superseded by said bylaws or local, state, or federal law.
- v. The Chair will have general supervisory and directional powers over the Board. The Chair will preside at all Board meetings and set committee agendas. The Chair will also be the sole spokesperson for the Board unless delegated in writing.

- w. The Vice Chair will execute all powers of the Chair in the absence of the Chair.
- x. Board service members will serve without compensation except as superseded by bylaws or local, state, or federal law.
- y. All Board meetings are subject to the "Open Meetings" law as governed by the Florida Sunshine Law.



Department: Planning & Development

Prepared by: Jennifer Boyer

Agenda Title: Discussion/Action to adopt ordinance for Comprehensive Plan Amendments

Staff Recommends: Advertise adoption of an ordinance for Comprehensive Plan Amendments

I. Report in Brief:

Ordinance 1176 was adopted on September 9, 2025, with readoption again on October 14, 2025 for amendments to the city's Comprehensive Plan. The Ordinance and Amendments were sent to the state for final review on October 14, 2025.

On December 4, 2025, correspondence was received from FloridaCommerce stating the city's Comprehensive Plan amendments conflicted with a state statute - HB 180, and were more restrictive and burdensome, making it null and void. Therefore, the city must adopt a new ordinance that complies with Florida Statute.

Background:

Chapter 2025-190:

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land development regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

While these hurricanes did not directly impact on the city, the state is requiring the city to correct conflicts with HB180. The only way to do so is to put Infrastructure Element Policy 1-1, Policy 6-2, and Capital Improvements Element Policy 1-2, Infrastructure element Policy 1-7, and Coastal Management Element Policy 3-2 back to what they were before and readopt the amendments.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: n/a

Project #: n/a

III. Advertised: n/a

Date:

Where:

Background Cont.:

The Planning Commission reviewed the amendments and unanimously recommended approval at its January 6, 2026 meeting. There were no public comments.

IV. Alternatives:

V. Attachments:

Amended Comprehensive Plan; FloridaCommerce Letter; Excerpts of adopted Comprehensive Plan and Ordinance 1176 and 1176-R.

CHAPTER 1. FUTURE LAND USE ELEMENT

PURPOSE: The City of Lynn Haven desires to retain the small-town atmosphere oriented towards families that has been its tradition. The City’s intent is to maintain the traditional town development pattern and historical appearance of its architecture; to promote infill development within the core residential and commercial areas of the City and to allow a mixture of uses within the areas adjacent to the commercial districts; to provide land use strategies that allow new development to accommodate living spaces and work places within close proximity to each other; and, to provide adequate resilient public services and facilities for new residential and economic development resulting from projected population increases through the short term planning horizon of 2025 and the long term planning horizon of 2035. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

GOAL 1: Efficiently manage and regulate land-use types, locations, and densities that are compatible with natural and man-made resources in order to provide the residents of Lynn Haven with an aesthetically pleasing, economically beneficial, resilient and socially adequate environment ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Land Use Districts

OBJECTIVE 1: ~~The City shall implement~~ utilizes the single-map approach to land development regulation. This means that allowable uses ~~shall be~~ are established in the Comprehensive Plan and on the Future Land Use Map (FLUM), without need for a separate zoning map. ~~When the single map approach is enacted.~~ The following policies shall guide the implementation of this approach ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-1: Development of land shall be allowable in compliance with the use, location, and design requirements of this Comprehensive Plan. Development shall be regulated, in part, through adoption and maintenance of a Unified Land Development Code (ULDC) that contains detailed standards consistent with the requirements of this Plan ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2: The FLUM and associated text ~~shall be~~ is:

- (1) The means of establishing the allowable use of land;
- (2) The means of setting the maximum density and intensity of allowable uses of land; and,
- (3) Designed to provide for economic development that is compatible with the City’s character and natural resources and ~~that~~ does not create infrastructure needs in excess of those which the City can provide while maintaining the adopted levels of service ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 2: ~~The following land use districts are hereby established.~~ Each land use category is depicted as a land use district on the FLUM. The term “land use category” refers to the text description of a land use, while the term “land use district” refers to the geographic area shown on the FLUM where the activities and uses of a category are ~~able~~ are allowed. The land use districts ~~shall be~~ are as follows:

- (1) Low Density Residential (LDR)
- (2) Medium Density Residential (MDR)
- (3) High Density Residential (HDR)
- (4) Recreation/Open Space (R/OS)
- (5) Mixed Use (MU)
- (6) Neighborhood Commercial (C-1)
- (7) Commercial (C)
- (8) Industrial (IND)
- (9) Public/Institutional (P/I)
- (10) Conservation (CON)
- (11) Traditional Neighborhood Development (TND)
- (12) Overlay Districts
 - (a) Community Redevelopment Area (CRA)
 - (b) Planned Unit Development (PUD)~~(amended by Ordinance 858; Adopted:10/24/06)~~

Policy 2-1: Residential Uses. The following densities and uses shall be permissible within residential land use districts, and shall be implemented in the ULDC ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-1-01: Low Density Residential (LDR). The purpose of this district is to provide locations limited to single-family detached units as well as customary residential accessory uses incidental to the primary residential uses on the site. Residential density shall be less than five (5) units per acre. ~~(amended by Ordinance 858; Adopted:10/24/06.)~~

Policy 2-1-02: Medium Density Residential (MDR).
 The purpose of this district is to provide locations for single-family detached units and multiple-family residential developments as well as customary residential accessory uses incidental to the primary residential uses on site. Density shall be from four (4.0) units to ten (10.0) units per acre ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-1-03: High Density Residential (HDR). The purpose of this district is to provide locations for multiple-family residential development and customary residential accessory uses that are incidental to the primary residential uses on site. Density shall be from eight (8.0) to twenty (20.0) units per acre. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-1-04: Within all residential land use districts, the following specific uses, may be allowable, subject to additional development and design standards:

- (1) Public elementary and secondary schools;
- (2) Group Homes of six (6) or fewer residents which otherwise meet the definition of a community residential home;**
- ~~(2)~~ **3** Public parks;
- ~~(3)~~ **4** Religious facilities;
- ~~(4)~~ **5** Transit stops and rights-of-way; and,
- ~~(5)~~ **6** Essential utilities ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-2: Mixed Use and Non-Residential Uses. The following mixed-use and nonresidential uses and intensities shall be permissible and implemented in the ULDC (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 2-2-01: Mixed Use (MU). The intent of this district is to create an urban center within the City of Lynn Haven and to serve as a transition between the major highways and residential areas:

- (1) Residential-only projects with a maximum density of up to ten (10.0) units per acre, as well as customary residential accessory uses incidental to the primary residential uses on site;
- (2) Mixed use projects may have a maximum residential density of up to twenty (20.0) units per acre subject to compatibility standards, architectural standards, and location requirements;
- (3) Small scale commercial, general commercial, and office uses shall be located along arterial or collector roadways, subject to additional development and design standards;
- (4) Specific uses such as public parks, public elementary and secondary, trade and post-secondary schools, religious facilities, transit stops and rights-of-way, and essential utilities may be allowable, subject to additional development and design standards.
- (5) Non-residential development may include any combination of commercial, office, civic, institutional, and recreation uses;
- (6) Mixed use development shall meet the following standards: a. Residential, minimum of forty-five (45) percent; b. Commercial or office, maximum of forty-five (45) percent; and c. Civic, institutional, or recreation, minimum of ten (10) percent
- (7) Impervious surface shall not exceed seventy-five (75) percent.
- (8) Floor area ratio shall be as assigned for each individual category.
- (9) The City may establish incentives in its land development code to implement the Mixed Use land use category as consistent with the Community Redevelopment Plan (~~amended by Ordinance 928; Adopted:02/23/10~~).

Policy 2-2-02: Neighborhood Commercial (NC). The purpose of the neighborhood commercial district is to provide areas for low-intensity commercial uses that primarily offer goods and services to nearby or surrounding residential areas. Residential uses included within this district shall have a maximum density of eight (8.0) units per acre. All non-residential uses shall be located on a collector or arterial roadways. Impervious surface shall not exceed sixty (60) percent. The floor area ratio shall not exceed .50 (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 2-2-03: Recreation/Open Space (R/OS). The purpose of the recreation/open space district is to provide areas for the location of private and public recreation land uses including active and passive recreation activities. Impervious surface shall not exceed fifty (50) percent. The floor area ratio shall not exceed .50 (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 2-2-04: Commercial (C). The purpose of this district is to provide sufficient land in appropriate locations for various types of retail, office, trade service establishments, and professional service uses. Multi-family residential may be permissible only as a conditional use. Multi-family residential uses shall not exceed twenty (20) units per acre. Conditions shall include compatibility standards specifically addressing multi-family residential adjacent to nonresidential development and requirements for

demonstrated public benefits, such as public plazas, water access, view protection, and availability of workforce housing. Impervious surface shall not exceed eighty-five (85) percent. The floor area ratio shall not exceed 1.0. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-2-05: Industrial (IND). The purpose of this district is to provide land for light industrial, trade and service activities, including industrial support services, such as administration, business and professional offices, water-dependent and water-related commercial and industrial uses. Preference will be given to water-dependent or water-related commercial and industrial uses when considering the location of such uses. Multi-family residential may be permissible only as a conditional use. Multi-family residential uses shall not exceed twenty (20) units per acre. Conditions shall include compatibility standards specifically addressing multi-family residential adjacent to nonresidential development and requirements for demonstrated public benefits, such as public plazas, water access, view protection, and availability of workforce housing.

- (1) Impervious surface shall not exceed seventy (70) percent.
- (2) The floor area ratio shall not exceed 0.50.
- (3) Land uses within the industrial district that use, handle, store, or treat or dispose of hazardous materials injurious to fish, wildlife, and people shall be prohibited ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-2-06: Public/Institutional (P/I). This district is intended to provide lands for civic, educational, governmental, recreational, religious, and cultural purposes:

- (1) Public and private schools are considered allowable uses within the Public/ Institutional land use districts.
- (2) Impervious surface shall not exceed sixty-five (65) percent.
- (3) The floor area ratio shall not exceed 1.0 ~~(amended by Ordinance 858; Adopted:10/24/06)~~

Policy 2-2-07: Conservation (CON). The purpose of the Conservation District is to preserve significant natural resources.

- (1) The natural features designated as CON on the FLUM include, at a minimum, wetlands, floodways and floodplains, unique habitats, and lakes or water bodies in public ownership or under public control that are intended primarily for resource protection ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 2-2-08: Research Park (RP).

1. The purpose of the Research Park (RP) land use category is to promote water-dependent development that is technology-based through the collaboration of universities, industry and government. The research park shall be developed with the following mix of uses:

- a. Water-dependent research and light high-tech industry facilities.
- b. Recreational and commercial working waterfront uses which means a parcel or parcels of real property that provide access for water-dependent commercial activities or provide access for the public to the navigable waters of the state. Recreational and commercial working waterfronts require direct access to or a location on, over or adjacent to a navigable body of water. The term includes water-dependent facilities that are open to the public and offer public access by vessels

to the waters of the state or they are support facilities for recreational, commercial, research, or governmental vessels. These facilities include docks, wharfs, lifts, wet and dry marinas, boat ramps, boat hauling and repair facilities, commercial fishing facilities, and other support structures over the water, except boat construction facilities.

c. Office and commercial uses.

d. Residential uses.

2. Density and intensity standards are as follows:

a. The maximum residential development shall not exceed 100 dwelling units. Dwelling units shall not be located in the Category 1 Storm Surge area and areas of special flood hazard and shall be located where most compatible with the other uses in the research park.

b. Impervious surface shall not exceed seventy (70) percent.

c. The floor area ratio shall not exceed .35.

d. Land uses within the research park designation that use, handle, store, or treat or dispose of hazardous materials in a manner that is injurious to fish, wildlife, and people shall be prohibited ~~(amended by Ordinance 900; Adopted: 06/10/08).~~

OBJECTIVE 3. Traditional Neighborhood Development District (TND). The purpose of the Traditional Neighborhood Development District (TND) land use category is to promote orderly, compact growth that supports walkability, a range of housing types, and environmental protection by providing opportunities for a mix of residential, commercial, and public and civic uses in discrete areas served by central water and sewer that are proximate to other urbanizing areas of the City of Lynn Haven ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 3-1: Traditional Neighborhood Development District: The intent of the Traditional Neighborhood Development District (TND District) land use category is to promote orderly, compact growth by providing opportunities for residential, mixed-use, and community development in discrete areas served by central water and sewer that are proximate to other urbanizing areas of the City of Lynn Haven. The requirements of this policy shall apply to TNDs established after 3/24/2010, the effective date of Plan Amendment 2010-1-T-8 ~~(amended by Ordinance 928; Adopted:02/23/10).~~

A. Size and Land Uses: In order to be designated as a TND District on the City's Future Land Use Map, the subject property must contain a minimum of forty (40) contiguous acres and shall be developed with the following mix of uses: ~~(amended by Ordinance 928; Adopted:02/23/10).~~

1. Public uses, including squares, parks, open spaces, golf courses, pools, playgrounds, public access to the waterfront (where applicable) and similar amenities, which shall comprise no less than ten (10) percent of the gross acreage of the designated TND District. The maximum impervious surface ratio for public uses shall not exceed five (5) percent ~~(amended by Ordinance 928; Adopted:02/23/10).~~

2. Civic uses, including churches, libraries, meeting halls, schools, government buildings, post offices, and the like, which shall comprise no less than five (5) percent of the gross acreage of the designated TND District. The maximum impervious surface ratio for civic uses shall not exceed seventy-five (75) percent, and the maximum floor area ratio shall not exceed sixty (60) percent (0.6 FAR). Impervious surface calculations shall be for civic uses as a whole and shall not be required for individual lots.

3. Commercial uses (non-residential uses excluding public and civic uses) shall comprise no less than five (5) percent, nor more than thirty-five (35) percent, of the designated TND District. Commercial uses may include retail, business services, offices, personal services, medical, entertainment, resort, lodging, restaurant, marinas, workplace and similar uses. Commercial uses within a TND District shall be compatible in character and scale with surrounding neighborhoods proposed for the TND District. The maximum impervious surface ratio for commercial uses shall not exceed seventy-five (75) percent and the maximum floor area ratio shall not exceed one hundred (100) percent (1.0 FAR). Impervious surface calculations shall be for commercial uses as a whole and shall not be required for individual lots.

4. Residential uses, include single and multi-family housing. Residential uses shall comprise no less than thirty-five (35) percent, nor more than eighty (80) percent, of the gross acreage of the TND District. The average density in the civic, commercial, and residential use areas as a whole shall not exceed ten (10) units per acre. No density shall be assigned to areas designated public or conservation.

5. Except as otherwise stated in this section, all development within a TND District shall be designed to avoid, to the maximum extent possible, impacts to: (1) wetlands, including isolated wetlands and wetlands under the jurisdiction of the Department of Environmental Protection and/or the U.S. Army Corps of Engineers; (2) animal and plant habitat of threatened and endangered species; and (3) velocity zones, as depicted on the FEMA Flood Insurance Rate Maps.

B. Environmental Protection: Proposed development within a TND District shall exhibit best environmental management practices with the emphasis on designing with nature, e.g. in the context of the natural features of the landscape, such as topographic and stormwater features, vegetative edges, and soil types, to avoid and minimize adverse environmental impacts. The major criterion for approval shall be the continued functioning, with minimum disturbance, of the ecosystem which the development is impacting. In order to avoid specific and cumulative impacts of development on wetlands and/or habitat of threatened and endangered species, the City may require the use of site design techniques, such as clustering development to the uplands of the development site or away from habitat of endangered or threatened species, elevation of structures on pilings, setbacks and buffering (~~amended by Ordinance 928; Adopted:02/23/10~~).

1. Wetland and shoreline ecosystems shall be protected by a minimal thirty (30) foot adjacent upland buffer of preserved and protected native vegetation in accordance with Conservation Policy 5-8 (~~amended by Ordinance 928; Adopted:02/23/10~~).

2. Where wetland impacts cannot be avoided, wetland impacts shall be minimized and shall be mitigated by wetland compensation or wetland enhancement in accordance with local, state and/or federal regulations. Wetland impacts, where unavoidable and where properly mitigated, may be authorized for:

a. Uses consistent with the underlying TND District land use, but densities for residential uses and intensities for nonresidential uses may be limited in order to ensure greater protection of the wetland;

b. Access to the site;

c. Internal traffic circulation, where other alternatives do not exist, or for purposes of public health, safety, or welfare; and

d. Utility and transmission lines (~~amended by Ordinance 928; Adopted:02/23/10~~).

3. Mitigated impacts may be allowed to any poor quality isolated or jurisdictional wetland which has minimal or no ecological value provided that the total impact area is not greater than twenty-five (25) percent of the impacted poor quality wetland. Poor quality wetlands are those that are degraded by human alterations, such as sand mining, silvicultural activities, and fire suppression, which have allowed woody (i.e. non-wetland) plant species to overtake these areas and further degrade their ecological value ~~(amended by Ordinance 928; Adopted:02/23/10).~~

4. The City may further limit the densities and intensities stated therein, require phasing of future development, or impose other standards on property proposed for TND District designation in order to ensure compatibility and consistency of the TND District at its proposed location and with the surrounding area, notwithstanding the minimum standards otherwise adopted herein. However, the City's imposition of specific limitations on future development as contemplated by Policy 2-13 does not constitute the City's explicit or implicit approval of any plan of development for said parcel, or constitute a determination or finding by the City that proposed future development on the parcel, or any portion thereof, is compatible with the area or consistent with other requirements in the City's Comprehensive Plan or Land Development Code. Any property so designated will be required to secure development approval in accordance with the City's regulations and procedures otherwise applicable to any applicant seeking development approval ~~(amended by Ordinance 928; Adopted:02/23/10).~~

5. In keeping with the intent to use best management practices, systems supporting the reuse of reclaimed water shall be incorporated into development plans ~~(amended by Ordinance 928; Adopted:02/23/10).~~

C. Arrangement of Land Uses: Land uses, densities and intensities within a TND shall be arranged to provide a transition between the TND and surrounding properties. ~~(amended by Ordinance 928; Adopted:02/23/10)~~

D. Integration of Land Use and Mobility: Land uses within a TND shall be arranged and interconnected to encourage alternative forms of transportation, including walking, cycling, and, where available, public transit ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 3-2: Mill Bayou Traditional Neighborhood Development District

(1) In addition to meeting the requirements of Policy 2-12, the TND District designation on the Future Land Use Map for the approximately 950-acre parcel annexed into the City in 2005 (commonly known as Mill Bayou) shall be subject to the following additional development limitations as a condition precedent to securing development approval for any future development proposed within this TND District:

(a) The maximum residential development within the Mill Bayou TND District shall not exceed 2,000 dwelling units in total, including 590 multifamily units and 1410 single family units; and

(b) The maximum commercial development within the Mill Bayou TND District shall not exceed 200,000 total square feet; and

(c) Stormwater and drainage standards for any development proposed within the Mill Bayou TND District will meet or exceed Outstanding Florida Water standards; and

(d) The Mill Bayou TND shall be limited to 400 single family and 100 multifamily residential units, and 50,000 total square feet of commercial development (as noted on the adopted Future Land Use Map), unless and until the requirements of paragraph (e) below are met; and

(e) To achieve the maximum allowable development in paragraph (a) above, a Comprehensive Plan amendment shall be adopted to amend the Future Land Use Map and Policy 2-12-1 to allow no more than an additional 1,010 single family and 490 multifamily residential units and 150,000 total square feet of commercial development. The Comprehensive Plan amendment shall demonstrate, through data and analysis and amendments, if required, to the Capital Improvements Element, that the adopted level of service for public facilities and services, specifically schools, water, sewer, and transportation facilities, will not be adversely affected. The amendment shall be transmitted to the Department of Economic Opportunity for compliance review (amended by Ordinance 858; Adopted:10/24/06).

OBJECTIVE 4: Overlay districts are established to regulate the design of neighborhoods within any land use district ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 4-1: The Community Redevelopment Area (CRA). This overlay district encompasses the historic downtown area of Lynn Haven as well as adjacent lands that are designated as the CRA ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 4-1-01: The CRA overlay district is intended to provide locations for residential, commercial, office, professional, civic, governmental, educational and cultural uses consistent with the historic character of the area ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 4-2: Planned Unit Developments are overlay districts that may be applied in any land use district ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 4-3: The Unified Land Development Code shall contain standards regulating land use and design to promote the intent of the overlay district and to minimize incompatibility ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Coordinated Growth and Development

OBJECTIVE 5: Future growth and development of the City shall be managed through enforcement of the adopted Comprehensive Plan and the ULDC, to provide for an orderly, well-planned community with compatible land uses ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 5-1: The subdivision of land shall be regulated subject to the densities and intensities of use identified on the FLUM.

Policy 5-2: Developers shall provide stormwater management facilities sufficient to meet the level of service established by the Infrastructure Element of this Plan ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 5-3: Require safe and practical ingress-egress points, on-site traffic flow, and vehicle parking needs during the site plan review process.

Policy 5-4: Provide for the interconnection of driveways between adjacent commercial properties, thereby reducing the number of driveway cuts, providing for a smoother on-site traffic flow, and providing for a smoother flow of traffic on the major roads.

Policy 5-5: Proposed amendments to the Future Land Use Map to designate land for a commercial land use shall be evaluated based on the following criteria:

(a) Depth of the proposed development as measured from the street frontage. The City's policy is to discourage strip commercial development without sufficient depth to provide adequate parking, buffering, and safety in the location of parking and signage.

(b) Overall land area in relation to adjacent commercial designations. The City's policy is to encourage integrated development, and to require interconnections between adjacent commercial development sites. ~~(amended by Ordinance 858; Adopted:10/24/06)~~

Policy 5-6: The City will coordinate with the Bay County School Board to encourage the location of schools proximate to residential and mixed use areas to the extent possible and shall seek to co-locate public facilities, such as parks, libraries, and community centers, with schools, to the extent possible.

OBJECTIVE 6: ~~Policy 5-7:~~ Throughout the planning period, 1The City shall continue to eliminate land uses inconsistent with the character of the area or with the FLUM. This shall be accomplished through the requirement that all proposed development plans and subdivisions conform to the FLUM ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 6-1 5-8: Expansion or replacement of existing land uses that are inconsistent with the FLUM will be prohibited in accordance with the appropriate City ordinances ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

Policy 6-2 5-9: Continue active code enforcement to alleviate code violations ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

~~Policy 6 3:~~ Prepare and transmit a Future Land Use Plan Map amendment in the second cycle of amendments in 2010 to change the land use configuration of properties in the southwest portion of the CRA. The southwest portion of the CRA is defined as the area of land bounded by Ohio Avenue, 17th Street, Tennessee Street, and CR390, containing approximately 21 blocks (amended by Ordinance 928).

~~Policy 6 3.1:~~ The Future Land Use Map amendments shall be consistent with the Community Redevelopment Plan (amended by Ordinance 928; Adopted: 02/23/10).

OBJECTIVE 7 6: Throughout the planning period, ~~t~~ The City shall prohibit urban sprawl, and leapfrogging of commercial developments.

Policy 7 6-1: The City ~~hereby adopts~~ maintains an Urban Service Area for the purpose of providing public services and facilities and accommodating anticipated population growth (amended by Ordinance 858; Adopted:10/24/06).

Policy 7 6 -2: Should property owners outside the City request annexation and the City agrees to annex the property, the City shall amend the FLUM and assign a land use category based upon the following factors:

- (1) The type and density of adjacent existing development;
- (2) Location of the property in relation to the adopted Urban Service Area;
- (3) Location of the property in relation to the Coastal High Hazard Area;
- (4) Presence of upland areas suitable for development;
- (5) Availability of central water and sewer systems so that the development will be in compliance with the standards adopted in the Concurrency Management Element System (amended by Ordinance 858; Adopted:10/24/06).

OBJECTIVE 8 7: Coastal High Hazard Area population densities shall not exceed highway capacity for hurricane evacuation (amended by Ordinance 858; Adopted:10/24/06).

Policy 8 7-1: Proposed developments within the coastal high hazard area shall be subject to review and transportation analysis to determine the impact upon evacuation routes and times (amended by Ordinance 858; Adopted:10/24/06).

Policy 8 2: The Bay County Emergency Management Office shall be included as a technical advisor in the development review process.

Concurrency Management

OBJECTIVE 9 8: All new and existing land uses shall be adequately served by facilities and service at the level of service established in the comprehensive plan.

Policy 9 8-1: Development orders shall be issued only upon the determination that the adopted level of service standards can be met for roads, sewers, solid waste, stormwater drainage, potable water, and parks and recreation ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 9 8-2: Development orders and permits will not be issued for developments which cause a reduction in the level of service standards for facilities as adopted in this Comprehensive Plan ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 9 8-3: 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 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 streets rights-of-way, utility rights-of-ways, or park and open space areas;
- (4) Incorporate a concurrency management system ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 10 9: Throughout the planning period, the City shall continue to make available suitable land for existing service facilities and the expansion of those facilities, and shall require that future land uses be assured of availability of facilities and services.

Policy 10 9-1: The City shall conduct an ongoing review and analysis of the availability of services to meet the needs of future land uses adopted in this Comprehensive Plan.

Policy 10 9-2: Throughout the planning period, the City shall continually monitor its facilities and services to ensure that they remain within the level of service standards established in this Comprehensive Plan. Applications for development permits which contain a specific plan for developments shall be reviewed prior to approval to determine that the adopted level of service is maintained ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Natural Resource Protection

OBJECTIVE 11 10: Throughout the planning period, the City shall require that the natural resources of the City be protected from negative impacts of development activities and shall require that future land uses are coordinated with the appropriate topography and soil conditions.

Policy ~~11~~ 10-1: Encourage development and allow growth only in physio graphically suitable areas.

Policy ~~11~~ 10-2: Require soil testing and drainage improvements during the site plan review process.

Policy ~~11~~ 10-3: ~~Develop a Comprehensive Stormwater Management Study for the City, in coordination with the County. Upon the completion of the study, the City will amend the Plan to include projects in the Five Year Schedule of Capital Improvements which will begin to correct the identified deficiencies. The City shall continue to cooperate and coordinate with the Department of Environmental Protection to prevent stormwater management deficiencies while the study is being completed.~~ **Develop and maintain a Stormwater Management Master Plan that identifies deficiencies and provides the Capital Improvement Projects and maintenance plans to keep the stormwater collection and treatment system at full operational design capacity.**

Policy ~~11~~ 10-4: Proposed developments in areas determined to be environmentally sensitive and having a high ecological value shall be reviewed individually by the City which will require that areas providing habitats for threatened or endangered species, marine species, or a flood control will be protected so as to continue its natural functions unimpaired. Activities allowed in these areas shall be compatible with the purposes of conserving or protecting natural resources including flood control, wildlife habitat protection, and passive recreation uses ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy ~~11~~ 10-5: Where property contains on-site wetlands, development shall be clustered on uplands. Development may be transferred from wetlands to uplands at the density or intensity set by the Future Land Use Map. Such development may occur through planned unit developments, cluster development provisions, or conservation subdivisions, and shall include recordable conservation easements or other measures for permanent protection of affected wetlands ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy~~11~~ 10-6: Continue to identify land uses which may potentially contaminate existing and planned public water supply and planned well sites to reduce chances of contamination.

Policy ~~11~~ 10-7: Manufacturing and industrial land uses shall ~~to~~ be located where land use suitability has been determined, and where protection for natural resources has been provided ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Golf Course Development

OBJECTIVE ~~12~~ 11: The City shall regulate all new golf course development to ensure that detrimental environmental impact is minimized. The term “golf course” means a tract of land laid out, of at least nine-holes, for playing the game of golf, and improved with trees, greens, fairways, and hazards; which also

may include ancillary facilities such as shelters, clubhouses, and specialty shops. The term does not include driving ranges or carpet golf. The following policy shall guide development of golf courses.

Policy ~~12~~ 11-1: As part of the approval process, a Golf Course Management Plan shall be developed for each golf course which contains, at a minimum, the following:

- (1) An integrated Pest Management Plan designed to prevent contamination of ground and surface waters from pesticides, herbicides, and fertilizers;
- (2) A water quality and quantity monitoring plan, with emphasis on impacts to adjacent wetlands and surface waters;
- (3) Best Management Practices which, at a minimum, identify procedures to be followed for the construction, irrigation, operation and maintenance of the golf course;
- (4) Golf courses shall be equipped with computer-operated irrigation systems using rain or soil-moisture sensors to override the irrigation system in the event of significant rainfall, and;
- (5) Landscaping for golf courses shall be designed in accordance with xeriscape principles; and,
- (6) Each new golf course shall install lines for irrigation using reclaimed or reuse water ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Greenhouse Gas Policies

OBJECTIVE ~~13~~ 12: The City shall aim at achieving a sustainable/energy efficient environment within the CRA by minimizing the emission of greenhouse gases and reducing the vehicle miles of travel ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy ~~13~~ 12-1: The City shall promote walking, bicycle riding and use of public transit by requiring compact design, share facilities between adjacent or nearby uses, and providing for interconnected walkways, bicycle ways and parking and bus stops, as part of development approvals, where applicable ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy ~~13~~ 2: ~~The City shall encourage new development to be LEED certified by the U.S. Green Building Council or similar program (amended by Ordinance 928; Adopted: 02/23/10).~~

Policy ~~13~~ 12-3: The City shall continue to utilize and enhance bicycle parking standards, including quantity and location of bike racks, to help reduce parking demand and encourage the use of alternative transportation modes ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Community Design

GOAL 2: The purpose of the Community Design Section is to provide for quality planning and urban design throughout the City and to establish Objectives and Policies that will enhance the appearance and character of the community and improve the quality of existing and future development. ~~(amended by Ordinance 858; Adopted:10/24/06)~~

OBJECTIVE 1: The City shall continue to reduce existing conflicts between residential and commercial land uses, and ensure compatibility of new development with existing and planned uses ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-1: In order to preserve existing housing stock and to protect neighborhoods from degradation caused by intrusion of non-residential uses, the City will implement the following policies:

(1) The City shall ensure that commercial, industrial, and other non-residential uses do not create an undue negative impact on established residential areas as identified on the FLUM contained in the Comprehensive Plan, through the adoption and implementation of specific compatibility standards.

(2) The City shall prohibit the location of any use in designated residential areas, except public elementary and secondary schools, public parks, religious facilities, transit stops and rights-of-way, and essential utilities ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2: The City shall ensure appropriate site design and compatibility between residential and non-residential uses through land development regulations for landscaping, buffering, building heights, and setback requirements ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-3: Existing native vegetation may satisfy buffering requirements provided that the vegetation complies with the buffer requirements and species list ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-4: The assignment of land use categories shall be consistent with the principles of compatibility, including transition of land uses, densities and intensities ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-5: The City shall require on-site landscaping for non-residential development projects ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-6: The City shall provide specific design standards for landscaping, signs, buildings, and site design for new developments and redevelopment ~~within specified corridors (amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-7: Development within 150 feet of the waterfront shall be designed to provide the maximum waterfront views from rights-of-way and public areas. ~~(amended by Ordinance 858; Adopted:10/24/06)~~

Policy 1-8: The appearance of developments within 150 feet of the waterfront shall be regulated through building height standards, setback requirements, the use of native vegetation, and protection of the natural shoreline ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 2: The City shall preserve and enhance the visual image of the City along arterial and collector roads by implementing compatibility standards ~~(amended by Ordinance 858; Adopted:10/24/06.)~~

Policy 2-1: The City will coordinate with the State and County during planning for road improvements to ensure consistent and high quality design for median plantings, lighting, street furniture, sidewalks, bicycle lanes, and infrastructure improvements ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-2: In designing public improvements throughout the City, it shall be the City's policy to:
~~A. Consider the use of landscape medians with selected median cuts for all multilane roads, and~~ (2)
~~B. Enforce a uniform signage standard for commercial uses throughout the City~~ ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-3: The City shall require landscaping and maintenance of vehicular use areas ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-4: The City shall implement a Tree Planting/Beautification Plan for the City's arterials and collectors, concentrating in the residential areas and entrance points designated in the "Community Redevelopment Plan for the City of Lynn Haven, Florida." ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-5: All proposed development along arterials and collectors shall incorporate architectural themes that are, at a minimum, consistent with adopted overall design and appearance standards for the general area ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 3. The City of Lynn Haven shall set a good example in planning and designing City structures, uses, and facilities ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-1: The City shall ensure that all public projects meet the development standards for new projects as described in this Comprehensive Plan as well as the standards and criteria of the ULDC ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-2: Where feasible, the City shall use reclaimed water for landscape irrigation and other non-potable uses in its facilities ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

OBJECTIVE 4. The City shall promote quality redevelopment within the Community Redevelopment Area ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 4-1: Area redevelopment plans shall maximize existing public facilities and infrastructure in the central core of the City based on the “Community Redevelopment Plan for The City of Lynn Haven, Florida” adopted in 2004 and any subsequent amendments ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 4-2: Inadequate infrastructure shall be a criterion for the identification of areas in need of redevelopment and the provision of adequate infrastructure shall be a goal of redevelopment efforts ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 4-3: Redevelopment areas shall be a target of infrastructure investments, such as street and drainage improvements, sidewalks, and implementation of gateway and streetscape plans ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 4-4: Develop appropriate financing techniques, such as tax increment financing and grant programs, to provide for investment in urban redevelopment areas ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 4-5: The Community Redevelopment Agency shall meet periodically to review the status of the action items and capital projects contained in the Community Redevelopment Plan ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Historic Preservation

GOAL 3: Identify and protect the historic and archeological resources of Lynn Haven.

OBJECTIVE 1: A comprehensive listing of historic and archaeological resources shall be maintained.

Policy 1-1: The City shall maintain and update annually a copy of the Florida Master Site File.

OBJECTIVE 2: Protect historically and archaeologically significant properties within Lynn Haven.

Policy 2-1: Maintain, through the land development process, a mechanism for review of historic and archaeological resources.

Policy 2-2: Make historic preservation program information available to the public.

Policy 2-3: Designate one or more historic preservation districts as an overlay district and establish a Historic Preservation Advisory Board (amended by Ordinance 858; Adopted: 10/24/06).

CHAPTER 2. TRANSPORTATION MOBILITY ELEMENT

GOAL 1: ~~Establish~~ Utilize a Multi-Modal Transportation System that provides mobility options for motorized vehicle users along with pedestrians, bicyclists and transit users within the Lynn Haven City limits (Ordinance 1047; Adopted 12/12/2017)

OBJECTIVE 1: Roadway facilities and levels of service shall be improved and maintained to at least the minimum level of service standards shown in Policy 1-1. It shall ensure that new development does not occur faster than the City's ability to provide for infrastructure in a financially feasible manner necessary to support new development. The level of service standards shall not require that the City widen or construct new roadways to provide capacity to support new development or those impacts from adjacent municipalities.

Policy 1-1: The City of Lynn Haven hereby adopts the following minimum peak hour level of service standards consistent with Bay County's Comprehensive Plan and Florida Department of Transportation policy.

Roadway Types	Level of Service
Principle Arterials	D
Other Concurrency Management Systems Roadways	D
All Other Non CMS Roadways	E

Definitions:

Principal Arterials:

SR 77/Ohio Avenue; SR 390; CR 389/12th Street; CR 2312/Baldwin Road; CR 2321

Other Concurrency Management Roadways:

Local roadways (which are not considered principal arterials) that are reviewed and analyzed under the City's Concurrency Management System (CMS): 24th Street; 26th Street; Jenks Avenue; Mowat School Road; Minnesota Avenue.

All Other Non CMS Roadways:

Local roadways that are not reviewed or analyzed under the City's Concurrency Management System (CMS).

Policy 1-2: Any proposed new developments which cause the levels of service to fall below the adopted minimum in Policy 1-1, ~~then such~~ shall not occur unless mitigative measures are scheduled to occur concurrent with development impacts which would result in the minimum level of service being attained. Levels of service shall be assessed on a yearly basis.

Policy 1-3: Adequate roadway capacity necessary to support new development shall be required to be available “Concurrent” with the impact of that development. The City shall require that all new development acquire a Certificate of Level of Service (Concurrency) Compliance as a condition of approval of a final development order specifying the intensity and density of development. Adopted Level of Service standards shall be used as the criteria to measure available capacity.

Policy 1-4: A multi-modal mobility fee shall be adopted to ensure that developments fund (partially or wholly) network improvements that mitigate its impact to the transportation system. This provision shall not exempt Developments of Regional Impact (DRI) from statutory requirements for proportionate share mitigation.

Policy 1-5: To recognize that certain roadways or specific segments will be congested and that congestion will be addressed by means other than adding capacity for motor vehicles and maintaining levels of service on those roadways. Explore the possibility of district wide level of service standards as opposed to the existing segment by segment roadway LOS.

OBJECTIVE 2: Reduce vehicle miles traveled (vmt) per household and minimize greenhouse gas emissions through interconnected developments that promote walking and bicycling as alternatives to personal motor vehicle use. Development densities and intensities within the urban core should be sufficient to support transit alternatives where possible. Development patterns should promote the use of urban clusters where mobility can be provided via multiple modes of transportation.

Policy 2.1: Provide mobility within the urban area through the development of an interconnected network of roadways that provide multiple route choices, alternatives to the State Road system and protect the Strategic Intermodal System (SIS). Provide better transit accessibility to employment and educational centers in a timely and cost efficient manner. Improve bicycle lanes, sidewalks or multi-use paths that connect to commercial centers, offices, educational and recreational uses.

Policy 2.2: Establish an Urban Cluster Transportation Mobility District within the City of Lynn Haven that promotes mixed-use interconnected developments that encourage walking and riding over motor vehicle use. The original core of the City of Lynn Haven (north of 17th Street) is composed of a traditional grid network of local streets. It has little room for new growth but is ideal for re-development and increases in density that promote multi-modal options.

Policy 2.3: The City may engage in Public/Private Partnerships to develop an interconnected roadway network in undeveloped or underdeveloped portions of the Urban Cluster. The goal is to ensure that roadways can accommodate impacts from the new development along with existing traffic through intersection improvements and better access management.

Policy 2.4: All development within the Urban Cluster District shall maximize or improve existing roadway connections and minimize conflict points on major arterials through the use of shared access. They must provide a pedestrian and bicycle circulation system that includes a network of multi-use paths throughout the development.

Policy 2.5: The mobility fee shall be reduced for development within the Urban Cluster District which shall serve as the boundary for a *Mobility Fee Reduction District*.

Policy 2.6: The Community Re-Development Area (CRA) is located within the proposed Urban Cluster Transportation Mobility District and is designated on the Future Land Use Map (FLUM) of the Comprehensive Plan. A further reduction in transportation mobility fees shall be applied for new development within this designated area.

OBJECTIVE 3: City Wide Mobility District: Establish a city wide mobility district outside of the Urban Cluster District. Developments outside of the Urban Cluster District shall be required to mitigate directly impacts to adjacent roadways where financially feasible. To the extent possible they should provide on-site multi-modal paths that connect to the external transportation network.

Policy 3-1: Amendments to the Future Land Use Element or Map will be coordinated with the Transportation Mobility Element and the Capital Improvement Element through the evaluation of the impacts of additional traffic resulting from proposed land use plan amendments. The City will only extend the boundaries of the Urban Cluster District through a Comprehensive Plan Amendment.

Policy 3-2: The City will incorporate within their Land Development Regulations (LDRs) provisions which address the following:

- a) Frontage roads, joint access, or cross access easements where appropriate.
- b) Intersection locational restrictions for land uses including distance requirements for access cuts/driveways near intersections, as well as intersection spacing standards. Adopt FDOT Access Management Classification System and Standards.
- c) Building setback requirements and sight distance standards.
- d) Design standards for turn lanes, acceleration and deceleration lanes, turning radii, signalization etc.
- e) Incentives to mitigate poor existing traffic or access situations.
- f) Highway safety standards for all users with a focus on eliminating conflicts with bicycles and pedestrians.

OBJECTIVE 4: Land Use and Transportation Network Coordination: Establish a system to coordinate land use decisions and access locations in order to maintain and improve efficiency and safety of the transportation network.

Policy 4-1: The City shall review all proposed development during the Development Review process to ensure that adequate and safe on-site circulation for all modes of travel; vehicular, bicycles, & pedestrians, as well as parking locations are consistent with the goals of an efficient transportation system. In addition to Comprehensive Plan policies, all reviews shall include FDOT Access Management Standards. Design criteria, standards, and requirements to implement this policy shall be included in the update to the land development regulations.

Policy 4.2: New development shall be required to dedicate the necessary right-of-way proportionate to the impacts of development along property boundaries of external roadways to accommodate standard lane widths for turn lanes, bike lanes, recovery zones, stormwater, utilities, sidewalks, and/or multi-use paths. All development shall be responsible for providing sidewalks along the entire roadway frontage of their parcel to secure site plan approvals. This includes areas where no sidewalks currently exist.

Policy 4.3: New developments that are fifty (50) or more residential units in size or that generate more than 500 daily trips shall provide a minimum of two (2) functional access points. Exceptions for secondary access are permitted where adequate separation to meet access management standards are not available.

OBJECTIVE 5: Interconnected system of pedestrian and bicycle facilities: establish and continuously expand the network of sidewalks, bicycle lanes/paths and multi-use paths throughout the City. Establish greenways and scenic corridors for bicycle and pedestrian access for both recreation and functional transportation options throughout the City.

Policy 5.1: The City shall work to develop a bicycle and pedestrian master plan. A true multi-modal network is necessary to reduce personal vehicle miles travelled (VMT) and greenhouse gas emissions. This will allow VMT to be reduced by person trips. To achieve this goal, a comprehensive and inter-connected network of pedestrian and bicycle facilities must be planned and incorporated into the Capital Improvement Element of the Comprehensive Plan and public work program funding and construction.

Policy 5.2: New development proposals shall be reviewed to ensure that they provide connectivity to already built or planned multi-modal corridors.

Policy 5.3: The preferred location for sidewalks and multi-use paths is the edge of right of way, behind or in close proximity to existing or proposed vegetation to provide shade wherever possible.

Policy 5.4: Bike lanes or paved shoulders shall be provided whenever turn lanes are constructed on rural cross section arterial or collector roads. Bike lanes or paved shoulders shall be provided on all resurfacing or reconstruction roadway projects unless there are environmental or right-of-way constraints.

OBJECTIVE 6: Develop a comprehensive holistic transportation planning process: The City will work towards adopting policies and procedures to ensure the best planning processes are utilized to develop and expand the multi-modal transportation network for the City of Lynn Haven.

Policy 6.1: The City shall consider the plans of multiple agencies when developing their transportation master plan. The following plans should be reviewed and considered:

- a) FDOT adopted 5-year work program
- b) Annual Transportation Improvement Program and Long-Range Plan of the Bay County Transportation Planning organization (BC-TPO)
- c) Transportation plans of all municipalities within Bay County
- d) Transportation plans of adjacent counties

Policy 6.2: Citizen participation shall be part of the transportation planning process. A Bicycle and Pedestrian Activities Committee (BPAC) should be formed comprised of advocates and users to ensure community interests are best served.

Policy 6.3: Coordinate with mass transit providers on route expansion, increased headways, and transit system shelters located adjacent to new missed-use developments.

Policy 6.4: The City shall actively participate in the TPO planning process and shall designate a City representative to serve on the Technical Advisory Committee to the TPO.

Policy 6.5: Through coordination with the TPO, the City shall support the provision of transportation services to the transportation disadvantaged.

OBJECTIVE 7: Right-of-way for future roadway improvements which are necessary for adequate traffic flow and arterial spacing shall be actively pursued.

Policy 7-1: Dedication of rights-of-way and easements for required improvements to support development traffic and to maintain adequate levels of service on the roadway network shall be required from private sector developers, in the following manner, through the adopted site approval process:

- a. Development-related improvements shall be at the expense of those who benefit, to include donation or dedication of right-of-way to the extent legally permissible; and
- b. The value of the land taken (if the transfer of property is to be compensated by the entity building the roadway) shall be assessed at a rate which does not consider an inflated value due to the improved or new roadway, but is based on the value of the land in its condition and use prior to the roadway improvements.

CHAPTER 3. HOUSING ELEMENT

GOAL 1: Assure the availability of an adequate supply of housing to meet the needs of all present and future residents of the City of Lynn Haven for all income levels, especially the very-low, low, and moderate income residents and those with special needs.

OBJECTIVE 1: Monitor and plan for projected need and assist and encourage an increase in the supply of housing as necessary to provide safe and affordable ("affordable" as defined by Section 420.9071, Florida Statutes) dwelling units to meet the housing needs for projected population of Lynn Haven, especially for income groups with the greatest projected deficits of affordable housing.

Policy 1-1: The City shall ~~establish~~ continue involvement through partnerships and improved coordination with the private sector, non-profit and other organizations involved in housing production by ~~applying~~ assisting with applications for grant monies and other funding and providing other strong incentives which will aid and facilitate the private sector in increasing the supply of affordable housing.

Policy 1- 2: Continue to enforce building codes which will assure residents safe housing structures and ~~at least once each planning period,~~ annually evaluate the codes for compliance with the Florida Building Code. ~~specific codes that can be eliminated or relaxed to an extent that such actions do not endanger the structural integrity of the housing unit or compromise the safe and sanitary use of the unit by its inhabitants.~~

Policy 1-3: At least once each planning period, the City shall review and amend if necessary, ordinances, codes, regulations, fees and the permitting process to relax or eliminate unnecessary City requirements that may be barriers to the production of affordable housing.

Policy 1-4: Continue to plan for and provide all needed infrastructure and services associated with future housing need projections of all types and for all income groups.

Policy 1-5: The City shall explore the feasibility of modifying/reducing infrastructure requirements and/or waiving or greatly reducing permitting and infrastructure fees to facilitate the development of affordable housing as a way of sponsoring and facilitating the construction of affordable homes for the income groups with the greatest projected deficits.

Policy 1-6: The City shall, when eligible, apply for grant funds such as CDBG and other funds for the provision of adequate infrastructure to areas designated for the production of housing for the very low, low, and moderate income households.

Policy 1-7: The City shall promote a positive image of affordable housing as encouraging the provision of a variety of housing units geared toward a mix of income levels that can blend well with existing development when compatible land uses and architectural styles are utilized.

OBJECTIVE 2: The City shall aggressively pursue a program to eliminate substandard housing conditions and/or structures by following established criteria for demolitions and for making structural and aesthetic improvements to existing housing and neighborhoods and when demolition is deemed necessary, the City shall provide relocation housing when such City activities displace residents in accordance with Section 421.55, Florida Statutes.

Policy 2.1: Continue code enforcement activities with regard to the elimination of unsafe and unsanitary housing conditions, utilizing “Housing Quality Standards” published by the U.S. Department of Housing and Urban Development (HUD) to identify and verify unsafe and/or substandard housing.

Policy 2-2: The City shall annually review and revise as necessary a program for the elimination/demolition of structures that pose a threat to public safety, health and welfare.

Policy 2-3: Pursue CDBG monies and other similar funding sources, in order to improve those neighborhoods within future designated CDBG target areas.

Policy 2-4: The City shall utilize and promote provisions in its land development code sufficient to beautify and upgrade existing structures.

Policy 2-5: The City shall ~~explore and~~ coordinate with appropriate agencies such as ~~DCA and~~ the Florida Homebuilder Association on the development of minimum livability standards and minimum housing safety codes that will facilitate the rehabilitation and recycling of older housing stock as well as facilitate the development of new affordable housing units.

Policy 2-6: The City shall utilize/enforce provisions in its land development code to eliminate eyesores, nuisance and junk.

OBJECTIVE 3: The City will continue to utilize its land development regulations to provide adequate residential land to accommodate the future needs of the very low-, low-, and moderate-income population. All proposed sites shall be reviewed on an individual basis, be compatible with surrounding land uses, and be determined based on the zoning and public hearing processes and the availability of facilities. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-1: The City shall aggressively pursue and wisely utilize local, federal and state funding sources for conserving, rehabilitating, or demolishing existing housing stock as well as for producing affordable housing.

Policy 3-2: Ensure the availability of adequate land in residential districts that allow housing for all income levels. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

~~**Policy 3-3:** Annually assess the very low, low, and moderate income housing needs and disseminate pertinent information, such as the Shimberg AHNA data, to all parties involved in the provision of affordable housing to keep them updated on current projections with special emphasis on the income groups that have the greatest deficits projected.~~

Policy 3-3: To leverage its financial and staff resources, the City will **continue** involvement in partnerships with all parties and organizations involved in the provision of housing and education of its citizens including but not limited to public and private for profit and not-for profit agencies, financial institutions, developers, the Homebuilders Association, the County Extension Service, etc., the City shall evaluate its land development regulations citing criteria for manufactured and modular homes and consider revisions that would facilitate the provision of affordable housing.

Policy 3-4: The City shall explore and include in its Land Development Codes strong incentives for the provision of affordable housing such as but not limited to the waiving of application and processing fees, effective use of land use strategies such as zero lot line development, clustering, reduced setback standards, modified infrastructure requirements, and other such strategies to promote the construction of affordable housing projects. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-5: Allow for the location of affordable housing in all residential land use districts.

OBJECTIVE 4: Throughout the planning period, the City shall allow sites for mobile home parks and manufactured homes and will review proposed sites on an individual basis, to ensure compatibility with surrounding land uses, and determination shall be based on the public hearing process, site plan review process, and availability of facilities. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 4-1: ~~At least once each planning period.~~

Policy 4-1 2: The City shall continue to allow mobile home parks and manufactured housing in designated residential districts, based on the approval of specific requests, with infrastructure to meet the needs of the project. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 5: Throughout the planning period, the City shall allow group homes and foster care facilities licensed by the Department of Children and Families and review requests for such uses on an individual basis to ensure consistency with 89-372, F.S., compatibility with surrounding land uses, and determination shall be based on the public hearing process, the site plan review process, and availability of facilities. ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 5-1: Continue to provide these homes and facilities with infrastructure to meet the needs.

Policy 5-2: Continue to allow these homes and facilities to locate in all residential land use areas that allow single family homes. ~~with residential settings.~~

Policy 5-3: Request local agencies such as The ARC of The United States, Area Agency on Aging, and the Council on Aging to provide estimates of the unmet housing needs of the population groups which they serve and coordinate with those agencies to identify means for meeting these housing needs.

Policy 5-4: Annually update inventories of providers of special needs housing (group and foster homes, facilities for the homeless, etc.) including number and location.

Policy 5-5: Review and amend if necessary, local codes and ordinances to meet the needs of the physically disabled and ~~frail handicapped~~ those with special needs.

OBJECTIVE 6: Throughout the planning period, the City shall promote the conservation and enhancement of the existing housing stock and provide impetus for continuing neighborhood quality.

Policy 6-1: ~~Pursue and/or expand~~ Continue involvement in the SHIP, HOME, CDBG, and other similar programs, in order to improve substandard housing conditions and redevelop existing neighborhoods.

Policy 6-2: Continue active code enforcement in all neighborhoods, thereby ensuring the quality of those neighborhoods.

Policy 6-3: Promote educational programs and incentives for families to learn how to maintain and improve their homes and neighborhoods.

OBJECTIVE 7: Utilize and periodically review procedures to identify and protect historically significant housing.

Policy 7-1: Housing sites determined to be of historical significance shall be recorded prior to alteration or demolition.

Policy 7-2: The City shall incorporate measures to conserve historically significant housing into its development review process.

~~**OBJECTIVE 8:** The City shall periodically evaluate its housing implementation program consisting of the previous goals, objectives, and policies and actively seek to expand its program through utilization of additional resources and programs that address affordable housing.~~

~~**Policy 8 1:** To leverage its financial and staff resources, the City will pursue involvement in partnerships with all parties and organizations involved in the provision of housing and education of its citizens including but not limited to public and private for profit and not for profit agencies, financial institutions, developers, the Homebuilders Association, the County Extension Service, etc., the City shall evaluate its land development regulations, citing criteria for manufactured and modular homes and consider revisions that would facilitate the provision of affordable housing.~~

OBJECTIVE 9: Encourage energy efficiency in the design, construction, and rehabilitation of new and existing residential buildings in the City and incorporate alternative energy technologies in the land development regulations. ~~(amended by Ordinance 928; Amended 02/23/10).~~

Policy 9 1: The City shall encourage City staff to obtain LEED accreditation ~~(amended by Ordinance 928; Amended 02/23/10.)~~

Policy 9-2: The City shall encourage new legislation that promotes energy efficiency, use of alternative energy, and conservation alternatives, in the construction and rehabilitation of existing buildings. ~~(amended by Ordinance 928; Amended 02/23/10).~~

Policy 9-3: The City shall promote energy conservation through its land development regulations. ~~(amended by Ordinance 928; Amended 02/23/10).~~

Policy 9-4: The City shall review and improve its codes to remove obstacles to green building. ~~(amended by Ordinance 928; Amended 02/23/10).~~

CHAPTER 4. INFRASTRUCTURE ELEMENT

GOAL 1: Provide needed public facilities in a manner that ensures protection of existing facilities and promotes orderly growth.

OBJECTIVE 1: The City shall ensure that upon approval of a site plan or subdivision plat, adequate facility capacity is available, or will be available when needed to serve the development.

Policy 1-1: The following level of service standards are hereby adopted and shall be used for determining the availability of facility capacity:

FACILITY	LEVEL OF SERVICE
Sanitary Sewer	98 gallons per capita per day
Potable Water	135 gallons per capita per day
Solid Waste	6.5 pounds per capita per day

Policy 1-2: The City of Lynn Haven will continue to enforce a minimum city-wide stormwater quality level of service standard. This level of service standard will require stormwater facilities which:

- a) Provide retention, or detention with filtration, of the run-off from the first one inch of rainfall or,
- b) 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 pre-development levels, whichever is greater ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-01: The land development regulations shall include standards by which to determine what type of stormwater management facilities are needed, depending on site specific conditions (such as the presence of wetlands, topography, and soils) ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-02: The City shall ensure that stormwater facilities are provided for developments which are below the thresholds included in DEP's Stormwater Rule ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-03: 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 Master Plan must be updated every 7-years.**

Policy 1-3: The City of Lynn Haven will continue to enforce a minimum city-wide water quantity level of service that requires stormwater facilities which attenuate the ~~25-~~ **100** year critical duration storm event.

a) While limiting rate and volume of discharge to pre-development levels, or b) To the capacity of the conveyance system (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-3-01: It shall be assumed that the capacity of the receiving water will allow for rate and volume discharges equal to pre-development levels, whichever is greater, unless engineering analysis using professionally accepted methodologies demonstrates that a differing discharge rate and volume should be used.

a) In requiring a lesser rate of discharge, the burden of analysis shall be the responsibility of the City.

b) In requesting a larger rate of discharge, the burden of analysis shall be the responsibility of the developer (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-3-02: Upon completion of the **updated** Stormwater Master Plan, the stormwater management regulations shall be re-evaluated. If a more or less stringent level of service is dictated by the Stormwater Master Plan, then this Plan shall be modified to conform to the needed level of service.

Policy 1-4: The City shall track facility demand and capacity information as site plans and subdivision plats are approved (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-5: All improvements to public facilities shall be in accordance with the adopted level of service standard (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-6: The City shall prepare annual summaries of capacity and demand information for each facility.

Policy 1-7: The City shall coordinate with other local entities supplying service facilities to the City to ensure proper levels of service are maintained.

OBJECTIVE 2: The City will maintain a five-year schedule of capital improvement needs for public facilities to be updated annually.

Policy 2-1: Proposed capital improvement projects will be evaluated and ranked consistent with the ranking requirements as detailed in Objective 1, Policy 1-3 of the Capital Improvements Element. **these rankings will be presented to the City Commission annually during budget preparation workshops.**

GOAL 2: The City shall provide sanitary sewer, solid waste, stormwater management, and potable water facilities to meet existing and projected demands identified in this Plan.

OBJECTIVE 1: Correct existing infrastructure deficiencies so as to continue to meet adopted level of service standards.

Policy 1-1: Identify sources of groundwater inflow and infiltration and develop a program of rehabilitation for prevention. ~~The study shall be completed and the rehabilitation program initiated by the end of 2001.~~
This work must be consecutive with updating the hydraulic sewer model mentioned as directed in Policy 1-2.

Policy 1-2: Proceed with schedule to upgrade the sanitary sewer system **as defined in the Hydraulic Sewer Model which must be updated every 5-7 years.**

Policy 1-3: Implement the Master Stormwater Management Study identified in Goal 2, Objective 2 by correcting existing deficiencies identified in the Study. Work to correct these deficiencies shall be initiated subsequent to completion of the Master Stormwater Management Plan.

Policy 1-4: The City shall not accept stormwater from developments larger than a single family dwelling, duplex, triplex or quadruplex not part of a larger development for treatment in City maintained stormwater management facilities until completion of the Master Stormwater Management Plan or determination that acceptance of this stormwater will not exacerbate existing deficiencies or create new deficiencies. The City will require developments of subdivisions and commercial developments to construct onsite stormwater facilities that incorporate the City's ~~25-~~ **100** - year critical storm events and D.E.P.'s requirements prior to being issued a Development Order.

Policy 1-5: Projects shall be undertaken in accordance with the schedule provided in the Capital Improvements Element of this Plan.

Policy 1-6: No permits shall be issued for new development which would result in an increase in demand on deficient facilities.

Policy 1-7: The City will initiate a work schedule program for maintaining minor drainage ways.

OBJECTIVE 2: Projected demands through the planning period will be met by undertaking the following projects:

A. Sanitary Sewer Project: Increase the capacity of the sewer plant to meet the needs of the population ~~in the year 2005.~~ **As the demands of the City expand.**

B. Drainage Project: Coordinate with Bay County in ~~establishing a detailed~~ **to keep an** engineering study **up to date every 5 years** to include the City in a Master Stormwater Management Plan. When the study is complete, the City shall initiate implementation of recommendations of the Study, amending the 5-year schedule of Capital Improvements as necessary to include the projects.

C. Potable Water Project: Continue with inventory and mapping of the distribution system and identify future needs ~~by 2004~~ and amend the plan to include projects identified ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-1: Projects shall be undertaken in accordance with the schedule provided in the Capital Improvements Element of this Plan.

Policy 2-2: All required outside agency permits shall be obtained prior to construction and/ or operation of facilities.

Policy 2-3: Areas discharging stormwater in quantities or of a quality that does not meet adopted level of service standards to surface waters where seagrass beds, oyster reefs or other living marine resources and areas where the lack of adequate stormwater controls poses a threat to human safety shall be considered priority areas for stormwater management facility improvements.

Policy 2-4: The City shall participate in the Intergovernmental Forum with Bay County and other municipalities to provide for solid and hazardous waste facilities sufficient to meet existing and future needs.

OBJECTIVE 3: Through the Land Development Regulations adopted in 1990 and as amended, the City shall require that all residents conserve water.

Policy 3-1: All new construction and all remodeling activities shall utilize fixtures conforming to the schedule of maximum water usage as required by the Florida Building Code and set forth in Table 604.4, thereby conserving the potable water resources ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-2: During times of drought, the City shall restrict irrigation to between 5:00 a.m. and 11:00 p.m., thereby conserving the potable water resources at the direction of the City Manager or their designee.

Policy 3-3: ~~Discourage the sale of irrigation meters.~~ Encourage the use of reclaimed water where available, and wells for irrigation.

OBJECTIVE 4: Throughout the planning period, the City shall require growth patterns in an orderly manner and where services are available to prevent urban sprawl.

Policy 4-1: The City shall prohibit growth in areas where all facilities and services are unavailable, whilst working with developers to provide adequate facilities for proposed growth.

OBJECTIVE 5: The extension of facilities and services shall ensure orderly development of new growth and preclude urban sprawl, leap-frog and strip developments ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

Policy 5-1: The expansion of services beyond City boundaries shall be limited to those areas contiguous to the City boundaries and within the adopted Urban Service Area ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 5-2: The expansion of services beyond City boundaries shall be limited to:

- a) residential land uses with densities of four (4) units per acre or greater;
- b) commercial uses with less than sixty-five (65) percent impervious surface ratios; or
- c) mixed use with residential densities of four (4) units per acre or more or commercial intensity of not less than sixty-five (65) percent impervious surface ratio ~~(amended by Ordinance 858; Adopted:10/24/06.)~~

Policy 5-3: Annexation of unincorporated areas shall meet at least one (1) of the following standards:

- a) Eliminating enclaves.
- b) Improve the delivery of urban services.
- c) Incorporate areas contiguous to existing City boundaries.
- d) Expand City tax base ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 5-4: Density or intensity requirements for areas of expansion shall be consistent with density or intensity requirements established in Future Land Use Element, Goal 1, Objective 2 (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 5-5: The extension of facilities and services to annexation areas shall be consistent with the following set of criteria:

- A) The project represents a logical extension of facilities and services within a designated service area.
- B) The project promotes economic development within the City and/or redevelopment of blighted areas.

Policy 5-6: The extension of facilities and services to projects promoting in-fill development or to areas currently lacking full service will be assigned a higher priority than extending facilities and service to annexation areas.

Policy 5-7: The expansion of potable water and sanitary sewer service facilities shall be implemented through the collection of impact fees and user charges proportional to the costs of expanding and operating such systems.

OBJECTIVE 6: Sanitary sewer service facilities shall be provided within the existing and potential service areas so as to maintain quality of surface waters. ~~at the level established in Chapter 62-3.161, Florida Administrative Code.~~

Policy 6-1: Areas with reported septic tank problems and areas experiencing growth that are not suited for onsite sewage disposal systems shall be priority areas for extension of the collection system.

Policy 6-2: Property owners utilizing septic tanks shall be required to be tied on the Lynn Haven sewer system within one year of availability, as defined by the Department of Health and Rehabilitation Services. ~~Rule 10-D-6, 64-6,~~ Florida Administrative Code.

Policy 6-3: The City shall coordinate with the Bay County Health Department to insure that septic tanks are not approved for use where sanitary sewer service is available, as defined in Policy 6-2.

GOAL 3: Adequate stormwater drainage will be provided to afford reasonable protection from flooding and to prevent degradation of quality of receiving water.

OBJECTIVE 1: Throughout the planning period, enact and enforce stormwater management regulations which provide for protection of natural drainage features, and require that future development utilizes stormwater management systems.

Policy I-2: The City will ensure that major and minor drainage systems are inspected and receive required maintenance on at least an annual basis.

GOAL 4: To protect areas providing natural groundwater aquifer recharge in the City of Lynn Haven.

OBJECTIVE 1: The City will restrict land uses in areas providing natural groundwater aquifer recharge.

Policy 1-1: The City will coordinate with the Northwest Florida Water Management District to identify areas providing aquifer recharge that need protection.

CHAPTER 5. COASTAL MANAGEMENT ELEMENT

GOAL 1: Protect, preserve and enhance the natural resources of the coastal area.

OBJECTIVE 1: Protect native vegetation and wetlands by continuing to regulate development along the waterfront and coastal wetlands ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-1: The definition of the City's coastal area shall be that area that is thirty feet (30 ft.) from the MHWL of waters of the State ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2: The City shall continue to enforce its ordinances with regard to the thirty (30) foot setback, which prohibits development within thirty (30) feet of the mean high water mark of waters of the State, and for the maintenance of undisturbed native vegetation within the thirty (30) foot waterfront and wetland setback area. Allowance will continue to be made to provide reasonable access to the shoreline ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-3: Areas containing endangered species and unique areas shall not be developed for any use that would create loss of the community or habitat. All new development shall include, in development permit applications, an environmental survey of the site identifying locations of threatened and endangered species and exemplary communities as defined by the Florida Natural Areas Inventory.

Policy 1-4: When City-maintained lands are landscaped, drought tolerant species shall be used ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 2: Restrict land uses and dredge and fill activities that disturb seagrass beds and other marine nursery areas.

Policy 2-1: The City shall ~~enact an ordinance which~~ continue to restricts land uses that discharge untreated stormwater or other effluents into areas containing sea grass beds or other marine nursery areas.

Policy 2-2: All new, expanded or redeveloped marinas shall:

- 1) Demonstrate the presence of upland areas which are large enough to accommodate all required utility and support facilities as well as enough parking to satisfy the projected demand based upon professionally accepted standards such as those of the Institute of Transportation Engineers;

- 2) Provide public access;
- 3) Lie outside areas identified as inappropriate for marina development. ~~in the Marina Siting Study for West Florida (West Florida Regional Planning Council; June 1984);~~
- 4) Demonstrate oil spill cleanup capability within boundaries of the leased area;
- 5) Provide a hurricane mitigation and evacuation plan;
- 6) Be located in proximity to natural channels so that minimum or no dredging shall be required for provision of docking facilities;
- 7) Be tied onto the Lynn Haven sanitary sewer facilities. Marinas with fueling facilities will provide pump-out facilities at each fuel dock. Commercial marinas and those with live-aboard overnight transient traffic shall prohibit inappropriate sewage pump out;
- 8) Maintain water quality standards as provide by Chapter 403, Florida Statutes;
- 9) Locate in areas having adequate water depth to accommodate the proposed boat use without disturbance of bottom habitats;
- 10) Delineate immediate access points with channel markers that indicate speed limits and any other applicable regulations;
- 11) Be sited in areas designated for commercial or recreational uses in the Future Land Use Map; and;
- 12) Demonstrate that it meets a public need thereby demonstrating economic viability/feasibility.

Policy 2-3: Prohibit the location and construction of shoreline protection structures or other appurtenances requiring dredging or filling in areas and along shorelines dominated by estuarine wetlands and seagrass beds.

OBJECTIVE 3: Maintain or improve the water quality of the City's surface waters.

Policy 3-1: The City shall continue to enforce an ordinance requiring the use of appropriate erosion control methods to eliminate offsite migration of soil particles during and after all construction activities.

Policy 3-2: The City shall coordinate with Bay County and other municipalities to develop a Comprehensive Stormwater Management Study which identifies specific stormwater problems and recommendations for eliminating these sources of stormwater pollution.

Policy 3-3: Upon completion of the Study, the City shall initiate implementation of the identified actions necessary to upgrade the present drainage system to facilitate collection and treatment of stormwater discharge from existing development.

Policy 3-4: New sewage treatment plants, industries, and other facilities discharging waste products, should dispose of effluents via land spreading, spray irrigation, recycling, or by other means that will avoid discharge of contaminants into surface waters.

Policy 3-5: Prohibit the siting of septic tanks where the soils are unsuited for such use.

Policy 3-6: ~~Create~~ **Establish and enforce the** a Deer Point Lake Watershed **Reservoir** Protection Zone, **to protect the water quality of the Deerpoint Reservoir;** defined as that area described in Chapter 67-1101, Laws of Florida, which limits ~~limiting~~ impervious surface to a maximum of forty-five percent (45%), ~~prohibits high density residential,~~ prohibiting a number of uses, limiting residential densities, **prohibiting** ~~hazardous uses,~~ **prohibiting** ~~septic tanks,~~ **requiring a seventy-five (75) foot setback from Deer Point Reservoir and any tributaries thereto, and the preservation of all vegetation within the setback area except for a ten (10) foot wide path to the water and any kind of associated piers or docks;** requires **requiring** public sanitary sewer service, requires **requiring** municipal solid waste service, and requires **requiring** stormwater discharge facilities which discharge directly to Deer Point Lake to include an additional level of treatment equivalent to Outstanding Florida Waters standards (~~amended by Ordinance 836; Adopted: 12/27/05~~ **Ordinance 1135; Adopted 10/11/2022**).

OBJECTIVE 4: Coordinate with Bay County and other appropriate agencies to promoted natural resource conservation and protection activities.

~~**Policy 4-1:** Continue to participate in the Bay Environmental Study Team to address the conservation, use, and protection of unique vegetative communities and water bodies.~~

Policy 4-1: 2: Continue to cooperate with all appropriate agencies, including the Florida Department of Environmental Protection and the Florida ~~Game and Freshwater Fish~~ **and Wildlife Conservation** Commission, to protect areas that have been set aside as conservation and recreation areas on the Future Land Use Map through proper management of natural resources and wildlife habitats.

OBJECTIVE 5: Adopt criteria for the permitting of shoreline land uses.

Policy 5-1: Priority for siting of shoreline land uses shall be as follows:

- 1) Conservation or Recreation;
- 2) Water-dependent Commercial/Industrial;
- 3) Residential; and
- 4) Water-related Commercial/Industrial.

Policy 5-2: All new or redeveloped shoreline land use shall:

- 1) Locate on existing upland areas;
- 2) Be constructed to conform to coastal construction building codes;

- 3) Be constructed landward of the Coastal Construction Control Line or consistent with DEP permitting regulations;
- 4) Demonstrate that existing public utilities, infrastructure and services are in place to support the proposed use;
- 5) Not be in conflict with existing, conforming, adjacent land uses;
- 6) Provide public access where traditional public access points are directly affected by the development;
- 7) Landscaping using native plant species;
- 8) Provide for stormwater facilities which provide treatment for all service water to adopted level of service standards identified in the Stormwater Management sub-element of this plan; and
- 9) Provide for minimum impervious coverage especially in construction of parking facilities.

OBJECTIVE 6: Preserve and, where necessary, improve existing public access to the beaches and shoreline of the City and add additional access sites and facilities.

Policy 6-1: The development review process shall consider impacts of development or redevelopment on publicly established access ways to the ~~beach~~ shoreline. Developments which would preclude such access shall not be approved unless a comparable alternative access way is provided as a condition of development consistent with Ch. 161.55 (6) F.S.

Policy 6-2: Land development regulations shall include incentives for commercial development with water access to provide parking facilities and bicycle and pedestrian access for public use, which may include expedited permitting or increased intensity or lot coverage, as long as stormwater levels of service can be maintained and the site is not located in the Coastal High Hazard Area ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 6-3: Where applicable, land development regulations shall require Traditional Neighborhood Developments (TNDs) and Planned Unit Developments (PUDs) to provide public access to the waterfront ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 7: Development in the coastal high hazard area shall occur only if adequate infrastructure to maintain the adopted level of service is in place by the time of project completion to serve the proposed development ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 7-1: Levels of service shall be consistent with those adopted in the Infrastructure Element, the Transportation Element, the Recreation and Open Space Element, and the Capital Improvements Element ~~(amended by Ordinance 858; Adopted:10/24/06).~~

GOAL 2: Reduce vulnerability to hurricanes and protect human life from natural disaster.

OBJECTIVE 1: Maintain a roadway clearance time for hurricane evacuation of 16 hours.

Policy 1-1: Review hurricane evacuation plans through a combined meeting of the Bay County Emergency Management Department, the Bay County Planning Department, other County municipalities, and any other relevant agencies, every other year, or as deemed necessary by the Bay County Emergency Management Department.

Policy 1-2: Improvements to road segments that are a part of the hurricane evacuation route shall be considered a priority in making traffic circulation improvements.

Policy 1-3: Consider impacts on the transportation system relative to hurricane evacuation in the development approval process. Developments shall not be approved that increase roadway clearance times beyond 16 hours unless road improvements are made to maintain clearance times.

Policy 1-4: Limit the location of group homes, nursing homes, or other uses which have special evacuation requirements in the coastal high hazard area.

OBJECTIVE 2: Identify the coastal high hazard area.

Policy 2-1: The coastal high hazard area as defined by section 163.3178(2)(h)9, Florida Statutes is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. ~~as depicted in the Coastal Management Element Map Series. (amended by Ordinance 836; Adopted: 12/27/05); (amended by Ordinance 912; Adopted: 12/009/08).~~

Policy 2-2: The evacuation zone for a Category 1 hurricane is depicted in the Coastal Management Element Map Series ~~(amended by Ordinance 836; Adopted: 12/27/05).~~

Policy 2-3: Notify owners of property in the coastal high hazard area of property designation to increase public awareness of hurricane hazard and post-disaster redevelopment policy.

OBJECTIVE 3: Limit population density in the coastal high hazard area prior to and following major storm events to reduce exposure of human life to natural disasters.

OBJECTIVE 4: Limit public expenditures for public facilities and infrastructure in the Coastal High Hazard Area.

Policy 4-1: Public facilities shall not be located or improved in the Coastal High Hazard Area unless the following criteria are met:

- 1) The facilities are necessary to protect the health and safety of those living in the Coastal High Hazard Area; ~~(amended by Ordinance 928; Amended 02/23/10).~~
 - 2) The facilities are necessary to restore and/or enhance natural resources ~~(amended by Ordinance 928; Amended 02/23/10).~~
 - 3) The facilities are needed to maintain adopted level of service standards or support currently approved future land uses within the Coastal High Hazard Area. ~~(amended by Ordinance 928; Amended 02/23/10).~~
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OBJECTIVE 5: Cooperate with all agencies to produce and implement a post-disaster redevelopment plan that identifies short-term recovery and long-term redevelopment activities.

Policy 5-1: The following post-disaster actions shall be considered short-term measures:

- 1) Damage assessment to meet post-disaster assistance requirements and to aid in post-disaster redevelopment decisions;
 - 2) Debris removal
 - 3) Emergency protection measures including repairs to water, sewer, electric, and other public utilities to restore service;
 - 4) Public assistance including temporary housing and provision of food and clothing.
-

Policy 5-2: The following post-disaster actions shall be considered long-term redevelopment activities:

- 1) Repair or restoration of private commercial or residential structures with damage in excess of 50% of assessed value;
 - 2) Major repair of streets, highways, and bridges;
 - 3) Major repair of other public infrastructures;
 - 4) Repair or restoration of minor structures such as dune walkovers or decks.
-

OBJECTIVE 6: The post-disaster redevelopment plan will provide a process for relocation, removal or modification of damaged structures necessary to reduce the exposure of human life and property to natural hazards.

Policy 6-1: Decisions regarding relocation, removal or modification of structures shall be based on the following criteria:

- 1) Compliance with National Flood Insurance minimum elevation and construction standards for flood proofing;
 - 2) Conformity and minimum coastal construction standards;
 - 3) Hazard mitigation sufficiency;
 - 4) Extent of damage.
-

Policy 6-2: Development in Floodplains shall be restricted to that which does not decrease the water carrying capacity of floodways or increase flood heights and velocities in the floodway or increase flood hazards in areas not previously considered to have a flood hazard.

Policy 6-3: Decisions regarding relocation or repair of damaged infrastructure shall be based on the following criteria:

- 1) Cost/benefit analysis;
 - 2) Potential for future service disruption;
 - 3) Availability of alternatives to provide comparable service capabilities;
 - 4) Impacts of relocation on service provision.
-

OBJECTIVE 7: Establish criteria for land use, development and redevelopment in the Coastal High Hazard Area (~~amended by Ordinance 928; Amended 02/23/10~~).

Policy 7-1: The following criteria shall be considered in permitting of construction / reconstruction in the Coastal High Hazard Area:

Siting:

- 1) Placement of required open space shall be in the most vulnerable area of the site;
- 2) Access to structures;
- 3) Orientation of neighboring structures for screening or diversion and hazard from loose debris;
- 4) Structures are setback from shoreline at the maximum distance possible.

Landscaping:

- 1) Native plant species are maintained and protected;
- 2) Provision of a landscaping plan which addresses the stabilization of dunes and soils;
- 3) Shrubbery and trees are planted so as to deflect floating material from building foundations.

Dune Protection:

- 1) Beach and dune conditions ~~are considered~~, including long-term shoreline erosion rates (Coastal Construction Manual, FEMA, ~~1986~~ 2021 or any updates).
-

Policy 7-2: Areas within the Coastal High Hazard Area designated for industrial use shall allow light industrial trade and service activities including industrial support services, such as administration; business and professional offices; water-dependent and water-related commercial and industrial; and conservation and recreation. Preference will be given to water dependent or water-related commercial and industrial uses when considering the siting of such uses.

Policy 7-3: Land uses within the industrial park that handle, treat or dispose of hazardous materials injurious to fish and wildlife shall be prohibited in the Coastal High Hazard Area.

OBJECTIVE 8: Prohibit development and redevelopment in areas that have received repeated storm damage, should any such areas be identified as a result of future storms.

Policy 8-1: Damage survey information shall be used to determine areas of repeated storm damage.

OBJECTIVE 9: Establish formal procedures to implement the post-disaster redevelopment plan.

Policy 9-1: Cooperate with Bay County to prepare post-disaster redevelopment plan implementation procedures to be incorporated in the Bay County Comprehensive Emergency Management Plan and County operating procedures.

Policy 9-2: Coordinate with Bay County’s Emergency Management Department to ensure that interagency hazard mitigation reports concerning the City of Lynn Haven are properly reviewed by the City and that necessary amendments to the Comprehensive Plan to implement the hazard mitigation reports are made within six months of receipt of the reports.

GOAL 3: The City shall enhance efforts to prepare, adapt, mitigate and manage climate change impacts to achieve a resilient community.

OBJECTIVE 1: Increase adaptability and resiliency to climate change impacts by developing a Vulnerability Assessment including strategies that address coastal flooding, tidal events, storm surge, flash floods, storm water runoff and other impacts related to or exacerbated by sea level rise, changing precipitation patterns, temperature increases, and other climate change factors.

Policy 1.1: The City has completed a Vulnerability Assessment compliant with Section 380.093(3), F.S. related to sea level rise, tidal flooding, storm surge, and to the extent practicable, rainfall and compound flooding. Sea level rise projections shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) Intermediate Low and High scenarios. The City shall revisit the sea level rise

projections if new data, agency or policy changes necessitate it. The City shall consider additional policy development based on the outcomes of the Vulnerability Assessment within six (6) months of its completion.

Policy 1.2: The City shall continue to coordinate with Bay County on resiliency issues and review the County's Vulnerability Assessment upon its completion and within one (1) year of its completion the City shall consider additional policy development based upon its outcomes.

Policy 1.3: The City shall seek funding for adaptation projects and partnerships with other local governments related to the adaptation of critical infrastructure prioritized in its Vulnerability Assessment and the County Vulnerability Assessment.

OBJECTIVE 2: Include development and redevelopment principles, strategies, and engineering solutions into development and infrastructure decisions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.

Policy 2.1: The Vulnerability Assessment shall be a resource upon which to base new principles, strategies, and engineering solutions to reduce future flood risk of existing and future development along canals and the bay area including for the design of new infrastructure projects.

Policy 2.2: Analyze and determine whether to build, modify, adapt or relocate public infrastructure to allow for adaptation, strategic managed retreat or relocation from areas at risk to sea level rise.

Policy 2.3: The City shall regularly assess and plan for public infrastructure, facilities and utilities as required by the Capital Improvements Element, including the impacts of potential intensifying floods and sea level rise, and account for those impacts in engineering design criteria for projects where necessary.

Policy 2.4: Phase projects, including but not limited to, shorelines, backflow prevention devices, in-line check valves and other strategies based on the existing conditions, year of projected impacts and economies of scale to minimize commercial and residential disruption from future flooding.

Policy 2.5: Within one (1) year of completion of the Vulnerability Assessment, the City shall determine if updated or multiple levels of service are needed for infrastructure other than stormwater management. Consideration of levels of service may include current and future flood inundation and the ability to deliver established levels of service under those conditions.

OBJECTIVE 3: Encourage the use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency.

Policy 3.1: Develop and adopt Land Development Code provisions specific to vulnerable areas that include best-practice development that prioritizes the natural environment and habitats, and that includes strategies for protection, accommodation, managed retreat, and avoidance of flooding impacts.

Policy: 3.2 Encourage the use of pervious materials for landscaping and driveways in the coastal high hazard area.

Policy 3.3: Actively seek funding for the implementation of projects and capital improvements in vulnerable areas associated adaptation strategies from sources such Federal and State grants and technical expertise assistance (in-kind); local storm water utility fees; Capital Improvement Plan prioritization; public/private partnerships; and other sources.

OBJECTIVE 4: Identify site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state.

Policy 4.1: Develop and update land development techniques and best practices that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency. Such standards may include, but are not limited to, structural and nonstructural techniques such as, low impact development and green infrastructure strategies that will enhance water quality treatment while also providing flood mitigation benefits. Best practices include flood mitigation strategies, including design of elements on structures, such as electrical components, and modification of infrastructure (including utilities) and shall consider impacts to adjacent properties, historic properties, and infrastructure projects.

Policy 4.2: The City has adopted a local technical amendment to the Florida Building Code for structure elevation, consistent with the Florida Building Code, of base floor elevation plus 1 foot for residential and requiring that structures or substantial renovations be elevated based on these standards. Elevation standards shall also consider implications with the City's unique historic properties if applicable. Elevation standards shall also account for existing height regulations and the need to allow for limited increases in height consistent with elevation of properties or implementation of new freeboard standards as a point of analysis. Such elevation standards should be tied to the outcomes of the Vulnerability Assessment and current Stormwater Master Plan where appropriate and may not be consistently applied across the City geography due to future flood risk or FEMA flood zone designations.

Policy 4.3: The City shall continue to support the reduction of flood insurance premiums for City residents through the following actions:

1. Supporting programs and outreach which educate residents on the benefits of flood insurance, and their flood risk associated with high tide events, storm surge, flash floods, stormwater runoff, and the sea level rise;
2. Reviewing, developing, and enhancing standards and programs to mitigate increasing flood;
3. Coordinating with relevant stakeholders to secure access to technical assistance and support for these initiatives;
4. Participating in the Local Mitigation Strategy update process and development of local mitigation project lists.

OBJECTIVE 5: Be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. part 60.

Policy 5.1: Within two (2) years of completion of the Vulnerability Assessment, the City shall review and update its Floodplain Management and Landscape Code sections incorporating data where appropriate.

Policy 5.2: The City's Land Development Code shall continue to be consistent with or more stringent than the requirements in the Florida Building Code and applicable floodplain management regulations set forth in 44 C.F.R., Part 60.

OBJECTIVE 6: Require that any construction activities seaward of the coastal construction control lines established pursuant to s. 161.053 be consistent with chapter 161.

Policy 6.1: Continue to enforce the rules and regulations pertaining to the Department of Environmental Protection "Coastal Construction Control Line" and "Erosion Control Line" programs in the Land Development Code; and continue to prohibit non-beach related construction seaward of the Erosion Control Line and to provide performance standards for construction seaward of the Coastal Construction Control Line consistent with Chapter 161.053, F.S.

Policy 6.2: Continue established and ongoing programs that regulate coastal construction practices and contribute to the resilience of the built environment.

OBJECTIVE 7: The City shall continue to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

Policy 7.1: Link future cycles of Community Rating System scoring with completion of its Vulnerability Assessment to incorporate sea level rise projections as outlined by FEMA in the most recent version of the National Flood Insurance Program Community Rating System Coordinator's Manual.

Policy 7.2: Coordinate climate, vulnerability, sustainability and resiliency activities with Community Rating System cycles to enhance and maximize community outreach activities and result in reductions in flood risk and insurance premiums for residents and businesses.

CHAPTER 6. CONSERVATION ELEMENT

GOAL 1: Preserve, enhance, and maintain the natural resources and environmental amenities of the City of Lynn Haven to a state of quality which is the highest possible attainable.

OBJECTIVE 1: Throughout the planning period, the City shall remain within all minimum air quality standards required by outside agencies. The City shall reduce the effects of air pollution sources on adjacent land uses and on ambient air quality.

Policy 1-1: Coordinate with state and federal regulatory agencies in monitoring ambient air quality.

Policy 1-2: The City shall continue to require that all industrial land uses are directed away from residential areas and towards the industrial parks in the northwest and eastern portion of the City.

Policy 1-3: The adopted land development regulations shall continue to include requirements for the placement of vegetated buffer areas between sources of air pollution, such as arterial roadways and industries, and less intense land uses, including residential, recreation and conservation. Existing, native vegetation shall be preserved within the buffer zone where it exists and shall be supplemented with additional, appropriate vegetation where needed.

Policy 1-4: When appropriating funds for road improvements, adopted levels of service for roadways and the effects of traffic flow on the amount of air pollution generated by automobiles shall be considered.

Policy 1-5: By 2001, adopt performance standards as part of the land development regulations that limit the types of industrial uses permitted to locate in the City to those that do not create air pollution in amounts that cannot be stopped at the property line by the buffers required in Policy 1-3.

OBJECTIVE 2: In order to protect water quality, the City shall protect all its surface waters and ground waters from the intrusion of pollutants throughout the planning period. This shall be accomplished through the site plan review process, and by the creation of a storm water management study, ~~to be developed by the year 2001.~~

Policy 2-1: Throughout the planning period, the City shall require that all new developments, using the site plan review process, provide storm water management systems that provide a level of service

consistent with that adopted in the Infrastructure Element of this Plan ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 2-2: The City shall continue to comply with all effluent standards in the operation of the wastewater treatment plant.

Policy 2-3: The City shall continue to enforce a wellhead protection ordinance that protects water supplies within the zone of influence of existing public water supply wells and projected zones of influence of designated future well sites. The City shall coordinate with the Northwest Florida Water Management District to maintain accurate zones of influence.

OBJECTIVE 3: Throughout the planning period, the City shall continue to protect all areas that fall within the 100-year floodplain. The City shall use the Flood Insurance Rate Map and the site plan review process as the tools for implementation.

Policy 3-1: The City shall continue to enforce its floodplain ordinance restricting development in flood prone areas to that which does not decrease the water-carrying capacity of floodways or increase flood heights and velocities in the floodway or increase flood hazards in other 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.

Policy 4-1: The City shall enforce water conservation during times of drought by enforcing an ordinance which prohibits irrigation as needed and shall keep the public informed of these restrictions through ~~newspaper and/or other~~ media notices and posted notices ~~(amended by Ordinance 928; Adopted 02/23/10).~~

Policy 4-2: The City shall continue to adhere to any emergency water conservation measures imposed by the Northwest Florida Water Management District.

Policy 4-3: The City shall require that all new construction and all remodeling activities utilize fixtures conforming to the schedule adopted in the Infrastructure Element (Policy 3-1) for maximum water usage, thereby conserving potable water resources ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

Policy 4-4: The City shall continue its enforcement policy of allowing septic tanks only in infill areas where central sewer is unavailable and only upon issuance of a Bay County Health Department permit ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

Policy 4-5: As soon as sanitary sewer facilities become available, the City may require that any residence still using a septic tank be hooked-up to the central sewer system, as required by City Codes ~~(amended by Ordinance 928; Adopted 02/23/10).~~

Policy 4-6: The City shall require that commercial developers use reclaimed water for landscape irrigation and industrial applications. The requirement shall be waived where the City determines it is not feasible ~~(amended by Ordinance 928; Adopted 02/23/10).~~

OBJECTIVE 5: The City shall conserve and protect soils, native vegetative communities, wetlands, wildlife and wildlife habitats from adverse effects, with emphasis on threatened and endangered species. This objective shall be effective throughout the planning period ~~(amended by Ordinance 928; Adopted 02/23/10).~~

Policy 5-1: The City shall require a developer to provide an assessment of the potential adverse effects on threatened and endangered species for all proposed development sites.

Policy 5-2: When one or more of a threatened or endangered species is found on a development site, development activities which may cause harm to the species shall not be allowed until a management plan has been prepared which reduces the adverse effect of the project on the species. The portion of the site that provides habitat for the species plus a buffer between development and the habitat shall be designated as open space. The size of the buffer shall be determined based on the intensity of the proposed development and shall be included in the land development regulations.

Policy 5-3: The City shall coordinate with the Florida Natural Areas Inventory and the Florida Game and Freshwater Fish Commission to identify areas likely to support or with documented occurrences of threatened or endangered species and shall develop appropriate requirements for protection of these habitats. These protection requirements shall be enforced through the Land Development Regulations.

Policy 5-4: The City shall continue to enforce a Landscape Ordinance which provides for the extensive use of native vegetation, thereby promoting the regeneration of natural habitats ~~(amended by Ordinance 858; Adopted: 10/24/06).~~

Policy 5-5: The City shall cooperate with adjacent local governments to conserve, appropriately use, or protect unique vegetative communities located within one or more jurisdictions, if any such communities are identified.

Policy 5-6: All development other than individual single-family residential construction which is not part of a larger common plan of development shall preserve a minimum of 10 percent of its area as open space landscaped with native species in accordance with a City Landscape Ordinance.

Policy 5-7: Continue to enforce a Tree Ordinance to protect individual large, mature trees from indiscriminate and avoidable destruction.

Policy 5-8: Require the protection of native vegetation, subject to site plan approval, along the shoreline of all water bodies, including coastal and inland wetlands, with allowance for visual and authorized pedestrian access to the shorelines of water bodies.

a) Native vegetative buffers shall extend landward a minimum of thirty (30) feet from the mean high-water line along waters of the State or from the wetland delineation line (amended by Ordinance 928; Adopted: 02/23/10).

b) Native vegetative buffers shall extend thirty (30) feet from the wetland delineation line; however, for cases of an inland wetland system, the City may establish an alternative method of providing this buffer in the ULDC that allows for a net average width of 30 feet with a minimum width of 15 feet. This alternative method shall not diminish the total required square footage of the buffer based on the uniform 30-foot buffer. It shall only be used on developed commercial lots and on lots located within platted residential subdivisions as of 03/24/2010, the effective date of Plan Amendment 2010-1-T-12, and where unique and unusual site conditions preclude the establishment of a uniform 30-foot buffer. Site design shall minimize the extent to which the buffer is reduced to less than 30 feet. If implemented, the ULDC shall include, at a minimum, standards which clearly define when such an exception may apply and additional development standards, to ensure adequate protection of the wetland (amended by Ordinance 928; Adopted: 02/23/10).

c) In areas designated as “V” or velocity zones by the Federal Emergency Management Agency, the native vegetative buffers shall extend fifty (50) feet landward from the mean high-water line along waters of the State or from the wetland delineation line (amended by Ordinance 858; Adopted: 10/24/06).

Policy 5-9: Prohibit the location and construction of shoreline protection structures in areas along shorelines dominated by estuarine wetlands.

Policy 5-10: When approving water dependent land uses, the City shall consider the location of marine habitats, including oyster reefs and sea grass beds relative to the proposed land use. Water access to

these land uses shall be located so as to avoid destruction of marine habitats. The location of marine habitats shall be based on best available data. The City shall request that the Department of Environmental Protection or other appropriate agency update surveys of marine habitats that are more than ten years old.

Policy 5-11: Open space required in Policy 5-6 shall be sited so as to protect wildlife habitats occurring naturally on the site. The open space shall be left undisturbed except where to supplement existing vegetation with additional native vegetation, where appropriate.

Policy 5-12: Establish a development review process to include input from appropriate agencies, such as the U.S. Natural Resource Conservation Service, regarding soil suitability for proposed land uses.

Policy 5-13: The Land Development Regulations shall include requirements for the protection of topsoils from erosion caused by development.

Policy 5-14: Environmentally sensitive lands shall include, but not be limited to: floodplains as identified by the Federal Emergency Management Agency; wetlands under the jurisdiction of the Northwest Florida Water Management District, the Department of Environmental Protection and/or the U.S. Army Corps of Engineers, whichever jurisdiction is greater; and areas identifies by the Florida Natural Areas Inventory. Development will be allowed in these areas only to the extent that the natural function of these areas are not impaired ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 5-15: The City shall encourage the acquisition of wetlands that retain the ability to perform ecological services such as groundwater recharge, water storage and wildlife habitat and pursue appropriate funding mechanisms for the purchase of healthy wetlands ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 5-16: Mitigation options to replace wetland function and productivity lost due to development activities, shall be included in the Unified Land Development Code ~~(amended by Ordinance 928; Adopted: 02/23/10).~~

Policy 5-17: Where jurisdictional overlap occurs, wetlands regulation will be coordinated with the Northwest Florida Water Management District, the Department of Environmental Protection and/or the U.S. Army Corps of Engineers in order to avoid unnecessary impacts to resources and excessive delays in the development process ~~(amended by Ordinance 928; Adopted 02/23/10).~~

OBJECTIVE 6: Throughout the planning period, the City shall prohibit the disposal of hazardous wastes into the public sewer system, and drainage canals and ditches. The hazardous wastes which are prohibited will be listed in the City's revised land development regulations. Hazardous wastes shall continue to be addressed during the site plan review process.

Policy 6-1: The City shall coordinate with Bay County to facilitate the construction of a temporary transfer storage facility for hazardous waste ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 6-2: Develop and implement a program to educate the public concerning the proper storage and disposal of household hazardous waste.

OBJECTIVE 7: The City shall continue to maintain acceptable levels of air and water quality within the CRA ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 7-1: The City will exercise its best effort to reduce the potential for air pollution from auto emissions by continuing to require vegetative buffering along roadways and by promoting alternative forms of transportation ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 7-2: The City will encourage, via the Future Land Use Element and the land development code, the type and density of development that is consistent with proper maintenance of clean air and water ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 7-3: The City will comply with all state and federal laws and regulations governing clean air and water resources ~~(amended by Ordinance 928; Adopted:02/23/10).~~

OBJECTIVE 8: The City shall promote energy and resource efficiency within the CRA through the following policies: ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 8-1: Encourage developers to pursue Green Building programs such as the United States Green Building Council's Leadership in Energy and Environmental Design (LEED) or other related programs ~~(amended by Ordinance 928; Adopted:02/23/10).~~

Policy 8-2: Support mixed use developments that incorporate employment, commercial and residential opportunities while promoting pedestrian and bicycle access ~~(amended by Ordinance 928;~~
~~Adopted:02/23/10).~~

Policy 8-3: Encourage developers to pursue green development practices. The City will examine the feasibility of creating incentives to promote such practices ~~(amended by Ordinance 928;~~
~~Adopted:02/23/10).~~

CHAPTER 7. RECREATION AND OPEN SPACE ELEMENT

GOAL 1: Provide adequate recreation facilities, both active and passive, and open space areas for all citizens of Lynn Haven through a combination of public and private facilities and in coordination with appropriate federal agencies.

OBJECTIVE 1: Expand and Upgrade existing recreational sites and facilities. ~~as identified in the Five Year Schedule of Capital Improvements.~~ The City consists of 10.53 square miles with a population at the last census of 18,695. The estimated population for April 2024 was 20,469 with a projected population of 21,303 for 2035, and 22,284 at 2045.

The City provides a comprehensive system of public and private sites for recreation, including the 97.83 acre conservation park The Lynn Haven Bayou Park and Preserve which was donated to the City by The Trust for Public Land after being developed with money from the BP Deep Horizon Oil Spill mitigation fund. The City also has seven (7) neighborhood parks consisting of a total of 19.45 acres and includes mini parks, water access for kayak and boat launches, beach areas, picnic areas, waterview shaded seating, ball fields, tennis, basket ball and pickleball courts, pavilions, bathrooms, grilling areas, picnic tables, amphitheatre for public events, eight (8) childrens play grounds with play equipment including a wheelchair access swing, and a dog park. There is a sixty (60) acre sports complex with five (5) ballfield, two (2) outdoor basketball courts, four (4) outdoor pickleball courts and two (2) indoor basketball/pickleball courts) as well as walking paths. In addition to these there is a 3.1 mile rails to trails multi-use path for biking and walking with bike repair stations, benches, water fountains and trailhead parking, and two eighteen (18) hole golf course, private but open to the public.

Policy 1-1: Continue to Provide the public with information concerning location and types of recreational sites.

Policy 1-2: Continue to Provide signage to identify City parks and to direct the public to these sites.

Policy 1-3: Continue to expand upon the number and type of recreation and open space facilities available to the residents of Lynn Haven.

OBJECTIVE 2: Public access to existing recreation facilities shall be guaranteed. All future recreational facilities will not be considered complete if public access is not provided.

Policy 2-1: As deemed necessary and when land is available, the City shall provide parking areas and bicycle racks for recreation sites.

OBJECTIVE 3: Throughout the planning period, the City shall promote coordination with all appropriate government agencies (Bay County, other local municipalities, appropriate State, federal, and local agencies, and the private sector), to ~~require~~ ensure that the future recreation needs of the City of Lynn Haven are met.

Policy 3-1: The City shall continue, through the subdivision regulations to require the dedication of recreation land, or fee in lieu of, for all future residential developments.

Policy 3-2: Coordinate public and private resources to meet recreation needs through joint ventures, tax incentives, and other cooperative relationships.

OBJECTIVE 4: Ensure that parks and facilities will be provided to meet the needs of the projected population for the initial and remaining increments of the planning timeframe, as determined by this element’s data and analysis.

Policy 4-1: Continue to expand upon athletic and sports programs and opportunities for the citizens of Lynn Haven facilities.

Policy 4-1: ~~The City hereby adopts the r~~Recreation levels of services as follows:

STANDARDS FOR PARKS BY CLASSIFICATION AND POPULATION RATIO

PARK FACILITY	LEVEL OF SERVICE	POPULATION SERVED	LOCATION	SERVICE AREA	SIZE RANGE	FACILITIES
Play Lot		500-3800	Sub-neighborhood	City Wide	2500 sq. ft. to 1 acre	Play apparatus, sand areas, small wading or spray pool intended for children up to seven years of age
Mini-Park		500-2500	Sub-Neighborhood	City Wide	2500 sq. ft. to 5 acres	Play apparatus areas, open or free play area, landscaping
Neighborhood Park	1 acre per 1,000 population	Up to 7,500	Neighborhood Area. Adjacent to elementary school where feasible		2 to 20 acres	Play apparatus recreation areas, building, sports fields, paved multi-purpose courts, senior citizens

						area, open or free play area, landscaping.
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Source: Outdoor Recreation in Florida, 1976, State of Florida, Department of Natural Resources, May 1976. REVISED BY THE CITY OF LYNN HAVEN PLANNING DEPARTMENT, MARCH 1992.

RECREATION SPECIAL USE AREA STANDARDS

SPECIAL FACILITY	SIZE RANGE	LEVEL OF SERVICE	SERVICE AREA	LOCATION
Golf Course	Minimum 50 acres	1 (18 hole) course per 50,000 population	Within 20 miles of the population center	Population demand and required acreage are desirable
Lighted Tennis Courts	2 acres	1 per 2,500 population	City Wide	Play fields, neighborhood or community parks
Lighted Basketball Court	0.6	1 per 5,000 population	City Wide	Play fields, neighborhood or community parks
Lighted Baseball Diamonds Regulation	4.5 acres	1 per 3,000 population	City Wide	Play fields, neighborhood or community parks
Softball (and/or Youth) Diamonds	4.5 acres	1 per 3,000 population	City Wide	Play fields, neighborhood or community parks

Source: Outdoor Recreation in Florida, 1976, State of Florida Department of Natural Resources, May 1976. REVISED BY THE CITY OF LYNN HAVEN PLANNING DEPARTMENT, MARCH 1992.

Policy 4-2: The City shall assure adequate acreage of land for new parks and recreation facilities, through the subdivision regulations, to meet the needs of the existing and projected population.

Policy 4-3: The City shall minimize maintenance costs when developing new facilities, and when improving existing facilities, by including the installation of low maintenance landscaping facilities and site design.

Policy 4-4: The City shall utilize available funds, including grants, loans or appropriations, to acquire and upgrade recreation sites and facilities, as needed.

Policy 4-5: All future recreation facilities shall provide usability and access to all segments of the population, including special groups such as people with disabilities ~~the handicapped~~, the elderly, and the very young.

OBJECTIVE 5: Throughout the planning period, the City and the private sector shall coordinate in a continuing and professional effort to provide adequate open space to meet the needs of the projected

population for the initial and remaining increments of the planning timeframe. This objective shall be accomplished using the site plan and subdivision review processes.

Policy 5-1: The City shall continue to require the provision of open space within all future residential development projects.

Policy 5-2: The City shall regulate signage and continue to require green areas and appropriate buffering.

Policy 5-3: The City shall continue to include a definition of open space in its Land Development Regulations and shall maintain recommendations concerning natural vegetation.

CHAPTER 8. INTERGOVERNMENTAL COORDINATION

GOAL 1: To maintain and improve existing avenues of intergovernmental coordination throughout all government and quasi-governmental entities, and, where necessary, establish new coordination mechanisms in order to upgrade the timeliness, equitability and efficiency of decision-making and implementation of all planning related activities.

OBJECTIVE 1: Maintain, ~~and establish, more~~ direct channels with the County and adjacent municipalities through the establishment of an intergovernmental coordination forum.

Policy 1-1: Maintain representation through a City Commissioner in intergovernmental coordination forums to develop formal agreements with Bay County regarding roads, engineering, sheriff, and emergency preparedness.

Policy 1-2: Submit a copy of the revised adopted comprehensive plan to the County's planning office for formal review and compatibility with the County's plan.

Policy 1-3: Notify adjacent local governments concerning proposed development with potential impacts outside the jurisdiction of the City of Lynn Haven.

Policy 1-4: Participate in the Intergovernmental Coordination Forum to coordinate management on bays and Estuaries (North Bay, Beatty Bayou, and Upper Goose Bayou).

Policy 1-5: Implement an Urban Service Area for the purpose of coordinating provision of public services and facilities, future annexations and accommodation of projected population increases (amended by Ordinance 858; Adopted:10/24/06).

OBJECTIVE 2: Maintain relations with the ~~West Florida Regional Planning Council~~ Emerald Coast Regional Council through the maintenance of intergovernmental forum and through a technical assistance relationship.

Policy 2-1: Annually appoint a City Commission member to attend meetings with the ~~West Florida Regional Planning Council (WFRPC)~~ Emerald Coast Regional Council.

Policy 2-2: Submit a copy of the revised comprehensive plan to the ~~WFRPC~~ **Emerald Coast Regional Council** for formal review and compatibility with the Regional Plan.

Policy 2-3: Utilize the ~~West Florida Regional Planning~~ **Emerald Coast Regional** Council mediation process to address incompatible planning issues, annexation issues and conflicts with other local governments.

OBJECTIVE 3: Coordinate the Comprehensive Plan with the Bay County District School Board and Bay County.

Policy 3-1: Submit a copy of the new Comprehensive Plan to the Bay County District School Board and to Bay County.

Policy 3-2: Provide for and encourage regular and extensive exchange of information between the City of Lynn Haven and the Bay County District School Board.

Policy 3-3: ~~Execute an~~ **Maintain the** interlocal agreement with the Bay County District School Board to provide for coordination and evaluation of development proposals, school siting, enrollment forecasting, school capacity, infrastructure and safety needs of schools, schools as emergency shelters and shared facilities ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 3-4: In accordance with Chapter 235.35, F.S., the City of Lynn Haven will coordinate with the Bay County District School Board in expending funds, separately or collectively, for facility improvements when such facility is contiguous or runs through the property of any existing or proposed educational plant.

Policy 3-5: The City will continue to participate in the intergovernmental forum. This will serve as a coordinating mechanism for all plans.

Policy 3-6: When there are conflicts and inconsistencies in the City's plan with regard to other local governments, the City shall utilize the regional planning council's informal mediation process.

Policy 3-7: The City of Lynn Haven will ensure coordination of development review with the Bay County School District through the inclusion of a nonvoting representative of the District School Board to the City's Planning Commission ~~(amended by Ordinance 858; Adopted:10/24/06).~~

OBJECTIVE 4: Ensure coordination with regard to the level of service standards for public facilities with state, Regional or local entity, including the school board, having operational or maintenance responsibility for such facility.

Policy 4-1: Ensure that one of the responsibilities of the intergovernmental forum shall be the coordination of the levels of service with local, regional and state agencies.

Policy 4-2: The City shall continue to assist citizens with levels of service standards and possible deficiencies relating to service.

CHAPTER 9. CAPITAL IMPROVEMENTS ELEMENT

GOAL 1: The City of Lynn Haven will ensure the provision of adequate public facilities to all residents within its jurisdiction in a timely and efficient manner.

OBJECTIVE1: The Capital Improvements Element establishes adopted levels of service for public facilities and capital improvement projects which the City will undertake. The Five Year Schedule of Improvements shall identify projects which:

- (a) meet existing deficiencies;
- (b) provide necessary repair or replacement of existing facilities;
- (c) accommodate desired future growth.

Policy 1-1: The capital improvements review team will consist of the City Manager or his appointed representative, Department Heads from Finance, Planning, Public Works and other representatives as deemed necessary by the City Manager. The team will evaluate and rank capital improvement projects proposed for inclusion in the Five-Year Schedule as recommended to the City Commission (~~amended by Ordinance 931; Adopted: 05/25/10~~).

Policy 1-2: The following levels of service (LOS) standards will be maintained as growth occurs in the City (amended by Ordinance 1047; Adopted: 12/12/2017).

LOS STANDARDS FOR THE CITY OF LYNN HAVEN PUBLIC FACILITIES (DO THESE NEED TO BE UPDATED?)

A. sanitary Sewer, Solid Waste, Drainage and Potable Water LOS Standards

Sanitary Sewer	98 gallons per capita per day (gpcpd)
Solid Waste	6.5 pounds per capita per day (ppcpd)
Potable Water	135 gallons per capita per day (gpcpd)
Drainage	(a) 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. b) Attenuate the 25 100 -year critical duration storm event while limiting discharge to predevelopment levels or to the capacity of the receiving water. It shall be assumed that the capacity of the receiving water will allow for discharges equal to predevelopment levels or the

	first inch of rainfall, whichever is greater, unless an engineering analysis using professionally accepted methodologies demonstrates that a differing discharge rate should be used. In requiring a lesser rate of discharge, the burden of analysis shall be the responsibility of the City. In requesting a larger rate of discharge, the burden of analysis shall be the responsibility of the developer.
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B. Recreation. Five (5) acres of land per 1,000 population (amended by Ordinance 858; Adopted:10/24/06).

C. Public School Facilities (amended by Ordinance 931; Adopted: 05/25/10).

The Department of Education permanent Florida Inventory of School Houses (FISH) capacity is adopted as the uniform methodology to determine the capacity of each school. The level of service standards by type of school shall be depicted in Table 9.1 below.

TABLE 9.1: LEVEL OF SERVICE STANDARDS

Type of School	Level of Service
Elementary	100% of Permanent FISH Capacity
Middle	100% of Permanent FISH Capacity
High	100% of Permanent FISH Capacity
FISH – Florida Inventory of School Houses	

The following student generation rates, as noted in Table 9-2, shall be utilized when determining school concurrency.

TABLE 9.2: STUDENT GENERATION RATE PER UNIT MULTIPLIERS

Single Family	0.3047
Mobile Homes	0.5053
Multi-Family	0.2706
Condominium	0.0106

Policy 1-3: Capital improvement projects will be prioritized according to the following set of criteria and a fiscal impact review, as part of the annual budgeting process. The assigned priority will be designated on the Five-Year Schedule of Capital Improvements.

CRITERIA FOR NUMERICAL RANKING OF CAPITAL IMPROVEMENTS PROJECTS

	WEIGHT	YES (1)	NO (0)	N/A (1)	WET.X SCORE
PRIORITY I					
1. The project is needed to protect public health and safety	3				
2. The project fulfills the City’s legal commitment to provide facilities and services	3				

3. The project corrects an existing facility deficiency or provides for needed replacement of facility components, in order to preserve or achieve full use of existing facilities.	3				
4. The project is required in order to comply with state law, water management district regulations or federal law.	3				
5. The project is financially feasible	3				
6. The project maintains adopted LOS standards	3				
PRIORITY II					
1. The project increases efficient use of existing facilities	2				
2. The project prevents or reduces future improvement costs	2				
3. The project provides service to developed areas currently lacking full service	2				
4. The project promotes in-fill development and discourages urban sprawl	2				
5. The project supports the GOP's of the FLUE	2				
PRIORITY III					
1. The project represents a logical extension of facilities and services within a designated service area	1				
2. The project promotes economic development within the City and/or redevelopment of blighted areas	1				
SCORE (Total possible score = 30)					

Policy 1-4: The City will, whenever cost-effective and in the City's best interest, assign a higher priority to those projects which correct existing facility deficiencies or repair/replacement needs, as identified in Plan Elements. This priority will be included in the adopted Five-Year Schedule of Capital Improvements.

OBJECTIVE 2: Review mechanisms will be maintained to ensure that all land use decisions which impact the Capital Improvements Element and the Future Land Use Element are coordinated by the Planning Department in conjunction with the City's Planning Commission, and approved by City Commission.

Policy 2-1: The Planning Department will recommend to the Planning Commission and the City Commission only those land use decisions which are consistent with the Future Land Use Element (FLUE), the Capital Improvements Element and the overall intent of the Comprehensive Plan.

Policy 2-2: Service areas for public facilities, as defined in Plan Elements and the FLUE in particular, will be utilized to guide the availability of public facilities for future development. The latest point in the application process for the determination of concurrency is prior to the approval of an application for a development order or permit which contains a specific plan for development, including densities or intensities of development.

Policy 2-3: “Development Order” shall include subdivision approval, building permit, site development plan, and other land use approvals or actions of the City that have the effect of permitting the development of land (amended by Ordinance 858; Adopted:10/24/06).

Policy 2-4: Development orders shall only be issued when the Planning Department has determined that the adopted LOS standards for public facilities will be maintained, or that the following standards will be met. (amended by Ordinance 858) This includes maintaining LOS standards for roads in the City’s Concurrency Management System through the use of proportionate fair-share mitigation, alternative roadway segment capacity analysis, turn lane analysis, and an annual LOS report (amended by Ordinance 919; Adopted: 07/28/08).

Policy 2-4-01: For sanitary sewer, solid waste, potable water, and drainage facilities, the following standards will be met to satisfy the concurrency requirement:

- (1) The necessary facilities and services are in place no later than the issuance of a certificate of occupancy; or
 - (2) The necessary services and facilities are guaranteed in an enforceable development agreement pursuant to 163.3220, F.S. or Chapter 380, F.S., that ensures that such facilities and services will be in place and available to serve new development no later than at the time of the issuance of a certificate of occupancy (amended by Ordinance 858; Adopted:10/24/06).
-

Policy 2-4-02: For park and recreation facilities, the concurrency requirement shall be satisfied through meeting the following standards:

- (1) At the time the development permit is issued, the necessary facilities and services are in place or under actual construction; or
 - (2) The development permit is conditioned upon the availability of acreage to meet the Level of Service standard. Such acreage may be available through dedication or acquisition, or through the commitment of funds representing the developer’s fair share of the cost of the necessary land.
 - a) When the acreage is to be provided, the development permit shall be conditioned on the availability of land or actual construction of facilities prior to the issuance of a certificate of occupancy; or
 - b) Funds in the amount of the developer’s fair share shall be committed no later than the notice to commence construction issued by the City (amended by Ordinance 858; Adopted:10/24/06).
-

OBJECTIVE 3: Annual review of the Capital Improvements Element will be included in the City’s budget process. As part of this review, the Finance Department shall be responsible for: (1) addressing the fiscal impact of capital improvement projects on revenue and expenditures, and (2) updating the fiscal assessment section of the Capital Improvements Element.

Policy 3-1: The fiscal assessment review and update will include, at the following:

- a. Forecasted summary of revenues and expenditures for a five-year period;
- b. Projected debt service capacity including:
 - Projected revenue bond debt service as a percentage of total debt;
 - Ratio of total debt to total revenue; and,
 - Projection of operating cost considerations.

Policy 3-2: The maximum ratio of total debt service to total revenue shall not exceed 40%.

Policy 3-3: It shall be the Financial Director's responsibility to prepare a Capital Improvements Plan annually.

Policy 3-4: The City will adopt a Capital Improvement Budget as part of the annual budgeting process. The Capital Improvement Budget will be coordinated with the annual review of the Capital Improvements Element, and will be integrated into the City's overall Capital Improvements Plan.

Policy 3-5: The Water and Sewer Enterprise Fund will provide capital improvement revenue and bonding capacity for future improvements to the water and sewer system as identified in the Potable Water and Sanitary Sewer Sub Element and the Capital Improvements Element.

Policy 3-6: To the maximum extent possible, the City will utilize "user pays" financing strategies including, but not limited to user charges, special assessments, and contribution in lieu of payment.

Policy 3-7: The Capital Projects Trust Fund shall be the primary source of revenue for capital improvement projects as determined by the Finance Department, the Capital Improvements Review Team, and approved in the annual budgeting process.

Policy 3-8: The City will manage its fiscal resources to ensure the provision of needed capital improvements for previously issued development orders and for future development and redevelopment.

Policy 3-9: The City shall reserve Enterprise Fund surpluses, unless indicated otherwise, for major capital expenditures beyond the year 2009 (amended by Ordinance 931; Adopted:04/27/10).

OBJECTIVE 4: Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted LOS standards.

Policy 4-1: The City shall continue to implement its program for mandatory dedications or fees in lieu of as a condition of plat approval for the provision of recreation and open space.

Policy 4-2: The City shall continue to fund expansions of its potable water and sanitary sewer service facilities through the implementation of impact fees and user charges which are proportioned to the costs of expanding and operating such systems.

Policy 4-3: The City shall investigate the potential for utilizing special assessments as the funding source needed to facilitate implementation of the recommendations of the Comprehensive Stormwater Management Study.

OBJECTIVE 5: The City will not approve development which requires public facility improvements that exceed the City's ability to provide these in accordance with the adopted LOS standards.

Policy 5-1: Before a development is approved, the Planning and Finance Departments will determine that any needed public facility improvements do not exceed the City's funding capacity.

OBJECTIVE 6: The City will participate in appropriate intergovernmental meetings which address the provision of public facilities.

Policy 6-1: The Planning, Finance, and Public Works Departments, and the Planning Commission will coordinate and address the funding of public services.

OBJECTIVE 7: Public expenditures for public facilities and infrastructure in the Coastal High Hazard Area shall be limited to serving only those future land uses permitted in the Coastal High Hazard Area (amended by Ordinance 928; Adopted: 02/23/10).

Policy 7-1: Capital improvement projects located in the Coastal High Hazard Area shall be necessary to maintain the adopted level of service standards and shall be consistent with the Future Land Use Element and Map.

OBJECTIVE 8: Coordinate with the School Board the approval of residential preliminary plats and residential development orders to correct existing deficiencies and assure adequate future school capacity consistent with the adopted level of service standards for public school concurrency (amended by Ordinance 910; Adopted: 10/28/08).

Policy 8-1: The City shall ensure that future development pays the proportionate share of the costs of capital facility capacity needed to accommodate new development and to assist in maintaining adopted level of service standards, via legally available and appropriate fee methods in development conditions (amended by Ordinance 910; Adopted: 10/28/08).

Policy 8-2: The City hereby incorporates by reference the most current School Board School Facilities Work Plan 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 level of service standards for public schools. Level of Service standards shall be applied district wide to all schools of the same type. As provided in the Interlocal Agreement for Public School Facility Planning and Concurrency, incorporation of the School Board’s Facilities Work Plan does not obligate the City to fund the improvements included in said Facilities Work Plan. 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 capital improvements program and to ensure level of service standards will continue to be achieved and maintained during the five-year planning period (amended by Ordinance 931; Adopted: 04/27/10).

Policy 8-3: The City’s strategy, in coordination with the School Board, for correcting existing school deficiencies and addressing future needs includes:

- A. Implementation of a financially feasible 5-year schedule of capital improvements to ensure level of service standards are achieved and maintained.
- B. Identification of adequate sites for funded and planned schools; and
- C. ~~The establishment of a Proportionate Fair Share ordinance in order to generate additional revenue to help fund school improvements (amended by Ordinance 910; Adopted: 10/28/08).~~

**Figure 9-1
City of Lynn Haven**

FIVE YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Project Description	Schedule	Projected Cost (thousands)	Location	Revenue Source	Consistency With Other Elements
ROAD PAVING					
Railroad Alley	2020	82	8 th to 7 th	½ Cent Sales Tax	yes
Railroad Alley	2020	98	5 th to 4 th	½ Cent Sales Tax	yes
Alley B	2020	105	8 th to 10 th	½ Cent Sales Tax	yes
Kentucky Ave	2020	102	14 th to 16 th	½ Cent Sales Tax	yes
Colorado Ave	2020	88	8 th to Country Club Drive	½ Cent Sales Tax	yes
Iowa Ave	2020	101	8 th /9 th North to Dead End	½ Cent Sales Tax	yes

Iowa Ave	2020	151	8 th St. To 12 th St.	½ Cent Sales Tax	yes
15 th St	2020	27	Tennessee to Carolina	½ Cent Sales Tax	yes
Kentucky Ave/17 th St. Ditch Extension	2020	65	Between 14 th St. & 15 th St.	½ Cent Sales Tax	yes
Garden Club Parking	2020	40	Garden Club on Florida Ave	½ Cent Sales Tax	yes
8 th St.	2020	118	Colorado to Iowa	½ Cent Sales Tax	yes
Mississippi Ave	2020	160	12 th to 8 th	½ Cent Sales Tax	yes
619 E. 24 th St	2020	10	Stormwater repairs	½ Cent Sales Tax	yes
8 th Circle	2021	109	Carolina to carolina	½ Cent Sales Tax	yes
Carolina Ave	2021	98	10 th to North of 8 th	½ Cent Sales Tax	yes
3 rd St	2021	99	Kentucky to Montana	½ Cent Sales Tax	yes
Kentucky Ave Connection	2021	50	Between 14 th & 15 th	½ Cent Sales Tax	yes
Colorado Ave	2021	80	12 th to 8 th	½ Cent Sales Tax	yes
Mosley Dr.	2021	100	Minnesota Ave to Mosley Bus Loop	½ Cent Sales Tax	yes
25 th St	2021	80		½ Cent Sales Tax	yes
Alabama Ave	2021	75	19 th to 14 th	½ Cent Sales Tax	yes
Colorado Roundabout	2020	120	8 th and Colorado Ave	Transportation Impact Fees	yes
Miscellaneous Road Paving & Rated Roads	2021-2025	7,000	Entire City		yes
STORMWATER PROJECTS					
Railroad Ditch	2021	609	26 th St to North Bay	HMGP/Stormwater Fees/Other Grants	yes
Pine Forest Estates	2021	1,600	Entire Neighborhood	HMGP/Stormwater Fees/Other Grants	yes
11 th Street	2022	762	Between Georgia & Pennsylvania	HMGP/Stormwater Fees/Other Grants	yes
Dundee Lane	2022	241	Between Inverness Rd. & CR 389	HMGP/Stormwater Fees/Other Grants	yes
Mosley Drive	2022	266	Between Oak Ridge Ave & CR 389	HMGP/Stormwater Fees/Other Grants	yes

Bradley Circle	2023	250	East of Jenks Ave	HMGP/Stormwater Fees/Other Grants	yes
Aberdeen Parkway	2023	350	Between CR 389 & Aberdeen Loop	HMGP/Stormwater Fees/Other Grants	yes
Acme Lane	2023	282	East of Gerald Lane	HMGP/Stormwater Fees/Other Grants	yes
Indiana Ave	2023	114	Between 16 th & 17 th	HMGP/Stormwater Fees/Other Grants	yes
Pennsylvania Ave	2020	110	Between 15 th & 16 th	HMGP/Stormwater Fees/Other Grants	yes
Georgia Ave	2020	200	Between 12 th & 13 th	HMGP/Stormwater Fees/Other Grants	yes
24 th Street	2024	450	Between Pentland Rd. & CR 389	HMGP/Stormwater Fees/Other Grants	yes
Virginia Ave	2024	65	Between 11 th & 13 th	HMGP/Stormwater Fees/Other Grants	yes
1103 Wyoming Ave	2024	380	1103 Wyoming Ave	HMGP/Stormwater Fees/Other Grants	yes
McCain Creek	2024	925	Between SR 77 & CR 389	HMGP/Stormwater Fees/Other Grants	yes
7 th Street	2025	648	Between SR 77 & Michigan Ave	HMGP/Stormwater Fees/Other Grants	yes
10 th Street	2025	180	Between Virginia Ave & Georgia Ave	HMGP/Stormwater Fees/Other Grants	yes
15 th Street	2026	33	Between Georgia Ave & SR 77	HMGP/Stormwater Fees/Other Grants	yes
1618 Carolina Ave	2026	300	1618 Carolina Ave	HMGP/Stormwater Fees/Other Grants	yes
Capital Equipment	2020-2030	1,223	Entire City	HMGP/Stormwater Fees/Other Grants	yes
Slip Lining Project	2020-2030	2,600	Entire City		yes
WATER					
Service Tubing Replace Misc. Services	2020-2022	100	Entire City	Utility Rates and Impact Fees/Grants	yes
Water main replacement	2021-2025	3,900	Entire City	Utility Rates and Impact Fees/Grants	yes
Jenks Ave Widening	2020	160,433	3425 to 4051 Jenks Ave	Utility Rates and Impact Fees/Grants	yes

Hwy 390 Utility relocation (SR 77 to 231)	2023	1,804	East from Hwy 77	Utility Rates and Impact Fees/Grants	yes
Hwy 390 Utility relocation (SR 77 to 231)	2023	1,000	West from Hwy 77	Utility Rates and Impact Fees/Grants	yes
AMI Installation	2020-2025	366,121	Entire City	Utility Rates and Impact Fees/Grants	yes
Storm Recovery Repairs- General Recovery	2020-2021	1,200	Wells, Water Plants, Distribution System	Utility Rates and Impact Fees/Grants	yes
SEWER					
Jenks Ave Widening	2020	160	3425 to 4051 Jenks Ave	Utility Rates and Impact Fees/Grants	yes
Hwy 390 Utility Relocation (SR 77 to 231)	2023	1,000	East from Hwy 77	Utility Rates and Impact Fees/Grants	yes
Hwy 390 Utility relocation (SR 77 to 231)	2023	1,000	West from Hwy 77	Utility Rates and Impact Fees/Grants	yes
Storm Recovery Repairs- General recovery	2020-2021	1,200	Entire City	Utility Rates and Impact Fees/Grants	yes
Upgrade to Existing AWT Plant	2021-2028	15,000	1010 W. 5 th Street	Utility Rates and Impact Fees/Grants	yes
Lift Station No. 4 and 12 and 38	2020	800	2919 Hwy 77, 100 Country Club Drive, 1003 Mosley Drive	Utility Rates and Impact Fees/Grants	yes
Slip Lining and Replacement of 1961 lines	2021-2025	6,600	Entire City	Utility Rates and Impact Fees/Grants	yes
Headworks	2020-2021	10,000	1010 W. 5 th Street	Utility Rates and Impact Fees/Grants	yes
Lift Station and Upgrades and Hydraulic Modeling	2021-2028	3,500	Entire City	Utility Rates and Impact Fees/Grants	yes

Force Main Improvements	2021-2028	4,500	Entire City	Utility Rates and Impact Fees/Grants	yes
Sports Park Reuse & Booster Station Infrastructure	2023-2026	3,750	1501 to 1401 Recreation Drive	Utility Rates and Impact Fees/Grants	yes
Reuse Main Improvements	2023-2026	2,000	Entire City	Utility Rates and Impact Fees/Grants	yes
Future Unspecified Capital Projects	2027-2029	2,100	Entire City	Utility Rates and Impact Fees/Grants	yes
PARKS AND RECREATION					
A.L. Kinsaul Park Dock/Pier	2024	200	West 5th Street	Park & Recreation Impact Fees, Grants, General Fund	yes
Cain Griffin Park	2020	3,500	17th Street	Restore Park & Recreation Impact Fees/Grants, General Fund	yes
Porter Park	2020	1,500	Ohio Ave	Restore Park & Recreation Impact Fees/Grants, General Fund	yes
Sports Complex	2021-2022	15,000	Recreation Drive	Restore Park & Recreation Impact Fees/Grants, General Fund	yes
Rails to Trails	2021	5,000	231-390	FDOT/1/2 Cent Sales Tax	yes
SOLID WASTE					
Equipment	2020	20			yes
Vehicles	2020	290			yes

Source: City of Lynn Haven Development and Planning, 2019/2020; City Public Works, 2019/2020; City Community Services, 2019/2020; City Public Utilities 2019/2020; Panhandle Engineering, Inc. 2019/2020 (amended by Ordinance 1098; Adopted: 06/23/2020).

Figure 9-1
City of Lynn Haven
FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS

Project Description	Schedule	Projected Cost (thousands)	Location	Revenue Source	Consistency With Other Elements
STORMWATER PROJECTS					
Pine Forest Estates	2026	4,600	Entire Neighborhood	HMGP/CDBG Grants	Yes
11 th St	2026	2,500	11 th St from Ohio Ave to Tennessee Ave	HMGP/CDBG Grants	Yes
Dundee Lane	2026	850	McCain Creek Crossing in Mowat Highlands	HMGP/CDBG Grants	Yes
Bradley Circle	2026	850	Bradley Circle Neighborhood	HMGP/CDBG Grants	Yes
Acme Lane	2026	850	Acme Lane Neighborhood	HMGP/CDBG Grants	Yes
Wyoming Ave	2026	4,500	Wyoming Ave 9 th – 12 th St	HMGP/CDBG Grants	Yes
Aberdeen Parkway	2026	1,000	Aberdeen Parkway	Stormwater Revenue/Impact Fees	Yes
West Side Outfall Expansion	2028-2030	5,000	14 th St to 19 th St Maine Ave to Maryland Ave	Stormwater Revenue/Impact Fees	Yes
East Side Regional Stormwater Facility	2030	10,000	Parcel 11530-030-000	Grant Source Applying for Multiple	Yes
Slip Lining	2027-2035	2,500	Various Locations Throughout the City	Stormwater Revenue/Impact Fees	Yes
Krystal Lane	2028	1,000	Krystal Lane, Minnesota Ave, 26 th St	Stormwater Revenue/Impact Fees	Yes
Vermont Ave	2027	1,500	Vermont Ave 14 th – 11 th	Stormwater Revenue/Impact Fees	Yes

Concrete Canvas	2026-2035	2,500	Various Locations Throughout the City	Stormwater Revenue/Impact Fees	Yes
Capital Equipment	2026-2035	2,000		Stormwater Revenue/Impact Fees	Yes
STREET PROJECTS					
Sidewalks	2025-2035	7,500	Various Locations Throughout the City	½ cent Funding	Yes
Paving F Ranked Roads <i>Projects Ranked and determined by Road Management Software</i>	2025-2035	5,000	Various Locations Throughout the City	Legislative Appropriations & ½ Cent Funding	Yes
Paving D Ranked Roads <i>Projects Ranked and determined by Road Management Software</i>	2025-2035	5,000	Various Locations Throughout the City	Legislative Appropriations & ½ Cent Funding	Yes
Paving C Ranked Roads <i>Projects Ranked and determined by Road Management Software</i>	2025-2035	2,500	Various Location throughout the City	Legislative Appropriations & ½ Cent Funding	Yes
Capital Equipment	2025-2035	2,500		General Fund Budget	Yes
WATER PROJECTS					
Water Plant Expansions	2030-2035	7,500	Water Plant 1 & Water Plant 2	Water Revenue/Impact Fees	Yes
Well Rehabilitation	2025-2035	875	Wells 1-6 Throughout the City	Water Revenue/Impact Fees	Yes
Water Distribution Category 1 Projects AC Line Replacements	2025-2035	2,238	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes
Water Distribution Category 2 Projects Line Upsizing for Capacity	2025-2035	1,498	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes

Water Distribution Category 3 Projects Line Upsizing for Capacity	2025-2035	3,500	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes
Water Distribution Category 4 Projects Line Upsizing for Capacity	2025-2035	4,000	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes
Water Distribution Category 5 Projects Line Upsizing for Capacity	2025-2035	3,400	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes
Water Distribution Category 6 Projects Eliminating Remaining 2" Water Mains	2025-2035	6,800	Various Locations Throughout the City	Water Revenue/Impact Fees	Yes
AMI Meter Installation	2025-2027	5,000	Entire City water Distribution System	Water Revenue/Impact Fees	Yes
Capital Equipment	2025-2035	5,000		Water Revenue/Impact Fees	Yes
SEWER					
Wastewater Treatment Plant Expansion	2030	50,000	Wastewater Plant	Sewer Revenue/Impact Fees	Yes
Lift Station Rehabilitation	2025-2035	5,000	Lift Stations Throughout the City	Sewer Revenue/Impact Fees	Yes
Reuse expansion	2025-2035	15,000	Additional Mill Bayou Reuse and existing Reuse Sites at Sports Park	Sewer Revenue/Impact Fees	Yes
Capital Equipment	2025-2035	5,000		Sewer Revenue/Impact Fees	Yes
SANITATION					
Vehicles	2025-2035	3,000		Sanitation Revenue	Yes

Source: City of Lynn Haven Public Works and Utilities, 2024/2025

CHAPTER 10. CONCURRENCY MANAGEMENT SYSTEM

PURPOSE: The purpose of the Concurrency Management System is to establish a mechanism which provides necessary capital facilities and services to support development concurrent with the impact of development.

GOAL 1: Maintain adopted level of service standards for traffic circulation sanitary sewer, solid waste, drainage, potable water, and recreation.

OBJECTIVE 1: The City of Lynn Haven Concurrency Management System shall guide the review of development order applications.

Policy 1-1: Level of service standards shall be used for determining concurrency and are identified in Policy 1-2 of the Capital Improvements Element, and in Policy 1-1 of the Transportation Mobility Element.

Policy 1-2: The City of Lynn Haven Planning Department shall prepare written findings on proposed developments' compliance with the concurrency requirement.

OBJECTIVE 2: The City shall maintain the level of service standards within the Comprehensive Plan. It shall ensure that new development does not occur faster than the City's ability to provide for infrastructure in a financially feasible manner necessary to support new development. The level of service standards shall not require that the City widen or construct new roadways to provide capacity to support new development or those impacts from adjacent municipalities.

Policy 2-1: Capacity of a new facility may be used in the compliance determination under one or more of the following scenarios:

Facility Type: ROADS

- A. The necessary facilities and services are in place at the time a development permit is issued; or
- B. 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
- C. The necessary facilities are under construction at the time a permit is issued; or
- D. 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

E. 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.

Policy 2-2: A multi-modal mobility fee shall be adopted to ensure that developments fund (partially or wholly) network improvements that mitigate its impact to the transportation system. The provision shall not exempt Developments of Regional Impacts (DRI) from statutory requirements for proportionate fair share mitigation.

Policy 2-3: Adequate roadway capacity necessary to support new development shall be required to be available “concurrent” with the impact of that development. The City shall require that all new development acquire a certificate of Concurrency as a condition of approval of a final Development Order, specifying the density and intensity of the development. Adopted Level of Service Standards shall be used as the criteria for measuring available capacity.

Policy 2-4: Establish Mobility fees and Discounts for the Urban Cluster District and the Community Redevelopment Area (CRA) as follows:

- (a) The City shall establish mobility fees for residential and non-residential developments.
 - (b) The City shall reduce mobility fees for any development or redevelopment project within the established Urban Cluster Transportation Mobility District or the CRA.
-

Facility Type: SANITARY SEWER, SOLID WASTE, DRAINAGE, AND POTABLE WATER

- A. The necessary facilities and services are in place at the time a development permit is issued;
Or
 - B. A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of development occur; or
 - C. The necessary facilities are under construction at the time a permit is issued; or
 - D. The necessary facilities and services are guaranteed in an enforceable development agreement. An enforceable 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. Development agreements herein referenced will guarantee that the necessary facilities and services will be in place when the impacts of the development occur.
-

Facility Type: RECREATION

- A. The necessary facilities and services are in place at the time a development permit is issued;
or
 - B. 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
 - C. The necessary facilities are under construction at the time a permit is issued.
- All applications for development will undergo a review for concurrency.

Sufficiency information shall be provided by the developer/applicant for the purpose of determining concurrency. The City Planning Department will advise the developer/applicant concerning the items of information necessary for an assessment of the proposed developments' impact on services.

Compliance reviews, including the appropriate City departments, will be coordinated by the Planning Department and will occur simultaneously with the site plan review. Findings prepared by Planning Department shall be submitted to the City Planning Commission for recommendation to the City Commission. In no case shall a recommendation for issuance of a development order be made if service demand exceeds capacity. Likewise, a determination of concurrence must be made prior to approval of an application for a development order or permit which contains a specific plan for development, including the densities and intensities of development.

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 the 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.

CHAPTER 11. PROPERTY RIGHTS ELEMENT

GOAL 1: Establish the Property Rights of Individual Land Owners

The following rights shall be considered in local decision making:

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. 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.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

CHAPTER 12. MONITORING AND EVALUATION PROCEDURES

Introduction and Purpose

The Local Government Comprehensive Planning and Land Development Regulation 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 (Ch. 163.3191, F.S.). It is the intent of the Act that the evaluation and appraisal process be continuous throughout the period of plan implementation.

~~This report presents procedures to be~~ Certain procedures followed in the monitoring, updating, and evaluation of the comprehensive plan, ~~in compliance with Ch. 9J-5.005 (7), F.A.C.~~ These procedures are adopted as part of the City of Lynn Haven Comprehensive Plan and address:

- (a) Citizen participation in the process;
- (b) Updating appropriate baseline data and measurable objectives to be accomplished in the first five-year period of the plan, and for long-term period;
- (c) Accomplishments in the first five-year period, describing the degree to which the goals, objectives, or policies;
- (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 five-year period.

Monitoring Implementation of the Comprehensive Plan

The following procedures are recommended for monitoring and evaluation of the comprehensive plan:

Updating Baseline Data

It is recommended that a process be established to monitor changed conditions necessary for maintaining the comprehensive plan data base. The data base may be used to monitor progress in achieving comprehensive plan objectives and be used in the preparation of the evaluation and appraisal report.

A list of specific areas to be monitored should be established based on comprehensive plan objectives.

The following types of information should be included:

1. Demographic data
2. Land development approvals
3. Issuance of state permits
4. Program activities (housing rehabilitation, transportation improvements)
5. Changes in level of service for public facilities
6. Archaeological/historical resources
7. Changes in status of threatened/endangered species

Preparation of the Annual Report

The annual report is recommended as a management tool suitable for monitoring the implementation of the Comprehensive Plan. The plan recommends specific programs and activities. The responsibility for implementation of programs and activities is assigned to the various departments in the City.

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:

- a. Report on the activities of the department during the past year
- b. Establish a work program for the upcoming year
- c. Report on the comprehensive plan
- d. Relate past year's activities to the implementation of the comprehensive plan
- e. Relate the proposed work program to implementation of measurable objectives in the comprehensive plan
- f. Identifying constraints, problems, or opportunities in implementation of the comprehensive plan

A standardized format should be developed for the annual report.

The annual report is prepared by a department head and submitted to the City Manager. It may be considered advisory, or submitted to the City Commission for approval. The City Manager reviews the annual reports 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.

Preparation of the Evaluation and Appraisal Report

The City Planning Commission shall be responsible for the preparation of the Evaluation and Appraisal Report (EAR). The EAR shall be based upon the data base and any additional data or analysis needed to identify changed conditions or measure the extent to which goals, objectives have been achieved and policies implemented. The annual reports of the departments and any comprehensive plan amendments shall also be considered.

Public workshops shall be held by the City Planning Commission to consider the Evaluation and Appraisal Report. Public participation in this process shall be encouraged. The City Planning Commission shall establish a comprehensive plan review committee to make recommendations concerning the evaluation of the comprehensive plan.

Procedures for Adoption of the Evaluation and Appraisal Report

A minimum of two public hearings shall be held for the consideration of the Evaluation and Appraisal Report. One shall be held by the City Planning Commission to recommend the Report and any comprehensive plan amendments to the City Commission. The second shall be held by the City Commissioners to adopt or adopt with change the report within 90 days after receiving it from the City Planning Commission. The hearings shall be advertised according to state law.

Comprehensive plan amendments based upon the Evaluation and Appraisal Report shall be adopted pursuant to the procedures in F.S. Ch. 163.3184 and 163.3187. If the plan is amended at the time the report is adopted, the City shall transmit the report, any amendments, and a complete copy of the plan as it will be amended to the Department of Community Affairs for review.

When amendments to the comprehensive plan do not occur simultaneously with the adoption of the report, the report shall contain a schedule for adoption of proposed amendments within one year after

the report is adopted. The Evaluation and Appraisal Report shall be transmitted to the Department of Community Affairs when the Amendments are sent for review.

PUBLIC PARTICIPATION PROCEDURES

Public participation in the formulation, preparation, adoption, evaluation and amendment of the plan should be consistent with and further the public participation procedures adopted by the City of Lynn Haven City Commission and City Planning Commission pursuant to Ch. 9J-5.004, F.A.C. The following procedures shall guide public participation in preparation of the Comprehensive Plan, Plan Amendments, and Evaluation and Appraisal Reports of the Comprehensive Plan.

1. *Public access to documents* - The Comprehensive Plan, executive summaries, and supporting documents shall be accessible to the public for inspection during regular business hours at the Planning Department and other designated locations.
2. *Public notification* - The Planning Department shall ensure that adequate public notice is given concerning the plan, evaluation and appraisal process and proposed amendment of the comprehensive plan and all meetings where such matters are to be considered.
3. *Public comment* - The public shall be encouraged to provide written and oral comments concerning the plan, evaluation and appraisal process and proposed amendment of the comprehensive plan. Opportunity for public comment shall be provided at all public meetings considering such issues. Written comment forms shall be made available. All comments received shall be retained as part of the public record.

Rule Requirements The minimum requirements for public participation procedures are set out in Ch. 9J-5.004, F.A.C., Public Participation.

A. The procedures shall include 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 or 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; and
- e. Provisions to ensure the consideration of and response to public comments.

The procedures are hereby adopted by the local planning agency and the City of Lynn Haven City Commission.

Plan Amendments

Comprehensive Plan amendments are a form of ongoing evaluation of the comprehensive plan. Types of plan amendments include:

- a. Twice yearly amendments to the plan
- b. Small scale development activity amendments (Ch. 163.3187(1)(c), F.S.)
- c. Amendments related to Developments of Regional Impact
- d. Emergency amendments

A summary of comprehensive plan amendments should be reported annually by the City Planning Commission. The Department of Community Affairs also requires that the local government provide a semi-annual report summarizing the type and frequency of use of the small scale amendment process. The cumulative impact of the comprehensive plan amendments should be considered in the preparation of the five-year evaluation and appraisal report.

Comprehensive plan amendments should be formulated based on the findings and recommendations of the Evaluation and Appraisal Report. The comprehensive plan amendments may be adopted at the time of the report, or within a year according to a schedule adopted as part of the report.

PLAN IMPLEMENTATION ISSUES

The following issues should be considered in the design of procedures for monitoring the implementation of the comprehensive plan:

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.

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.

EXHIBIT I. EVALUATION AND APPRAISAL REPORT

STATUTORY REQUIREMENTS

Ch. 163.3191. Evaluation and appraisal of comprehensive plan.

1. The report shall present an assessment and evaluation of the success or failure of the comprehensive plan, or element or portion thereof, and shall contain appropriate statements related to:

- (a) The major problems of development, physical deterioration, and the location of land uses and the social and economic effects of such uses in the area.
- (b) The condition of each element in the comprehensive plan at the time of adoption and at date of report.
- (c) The comprehensive plan objectives as compared with the actual results at date of report.
- (d) The extent to which unanticipated problems and opportunities occurred between the date of adoption and date of report.

December 4, 2025

The Honorable Jesse Nelson
Mayor, City of Lynn Haven
825 Ohio Avenue
Lynn Haven, Florida 32444

Dear Mayor Nelson,

FloridaCommerce has reviewed the City of Lynn Haven adopted comprehensive plan amendment (Amendment No. 25-01ER), received on October 20, 2025, pursuant to the state coordinated state review process in section 163.3184(2) and (4), Florida Statutes (F.S.). FloridaCommerce has identified conflicts with the application of Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), and the adopted comprehensive plan amendment. These conflicts render the proposed and adopted comprehensive plan amendment null and void ab initio.

Chapter 2025-190 provides:

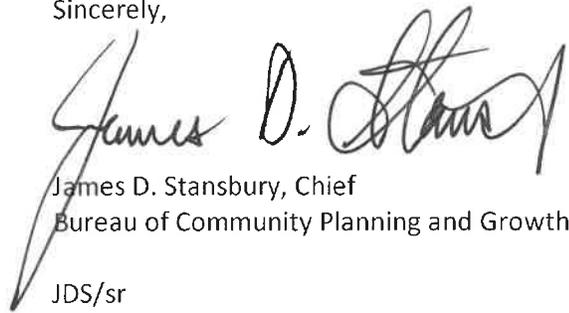
Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

For the reasons outlined herein, the City of Lynn Haven adopted amendment is more restrictive or burdensome, making it null and void ab initio, pursuant to Section 28 of Chapter 2025-190, L.O.F.

The Honorable Jesse Nelson, Mayor
December 4, 2025
Page Two

If you have any questions concerning this review, please contact me by telephone at (850)-717-8512 or by email at James.Stansbury@Commerce.fl.gov.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/sr

cc: Bobby Baker, Chief Infrastructure Director, City of Lynn Haven
Kandase Lee, Executive Director, Emerald Coast Regional Planning Council

Chapter 2025-190, Section 28, Laws of Florida (L.O.F.), provides:

Section 28. (1) Each county listed in the Federal Disaster Declaration for Hurricane Debby (DR-4806), Hurricane Helene (DR-4828), or Hurricane Milton (DR-4834), and each municipality within one of those counties, may not propose or adopt any moratorium on construction, reconstruction, or redevelopment of any property damaged by such hurricanes; propose or adopt more restrictive or burdensome amendments to its comprehensive plan or land redevelopment regulations; or propose or adopt more restrictive or burdensome procedures concerning review, approval, or issuance of a site plan, development permit, or development order, to the extent that those terms are defined by s. 163.3164, Florida Statutes, before October 1, 2027, an any such moratorium or restrictive or burdensome comprehensive plan amendment, land development regulation, or procedure shall be null and void ab initio. This subsection applies retroactively to August 1, 2024.

The City of Lynn Haven adopted Amendment 25-01ER adopts changes to Infrastructure Element Policy 1-1, Policy 6-2, and Capital Improvements Element Policy 1-2 that are more restrictive or burdensome than the City's currently adopted Comprehensive Plan. The following policies are potentially more restrictive or burdensome: Infrastructure Element Policy 1-7 and Coastal Management Element Policy 3-2.

ORDINANCE NO. 1176

AN ORDINANCE OF THE CITY OF LYNN HAVEN, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE EVALUATION AND APPRAISAL REPORT REQUIRED BY SECTION 163.3191, FLORIDA STATUTES; AMENDING ELEMENTS TO MEET THE REQUIREMENTS OF SECTION 163.3177 FLORIDA STATUTES; BASING THE AMENDMENTS UPON PERMANENT AND SEASONAL POPULATION ESTIMATES AND PROJECTIONS PUBLISHED BY THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH FOR A TEN YEAR AND TWENTY YEAR PLANNING PERIOD; AMENDING CHAPTER ONE THE FUTURE LAND USE ELEMENT GOAL 1, OBJECTIVE 2, POLICY 2-1-04 ADDING GROUP HOMES; AMENDING OBJECTIVE 10 NATURAL RESOURCE PROTECTION POLICY 10-3 DEVELOP AND MAINTAIN A STORMWATER MASTER PLAN; AMENDING CHAPTER 3 HOUSING ELEMENT TO UPDATE POLICIES; AMENDING CHAPTER 4 INFRASTRUCTURE ELEMENT TO UPDATE THE LEVEL OF SERVICE STANDARDS IN GOAL 1, POLICY 1-1 AND GOAL 2, OBJECTIVES 1 – 6; CONTINUED PROVISION OF FACILITIES TO MEET EXISTING AND PROJECTED DEMANDS; AMENDING CHAPTER 5 COASTAL MANAGEMENT ELEMENT GOAL 1, OBJECTIVE 3, POLICY 3-6 TO INCLUDE THE REQUIREMENTS OF THE DEER POINT PROTECTION ZONE, AND ADDING GOAL 3 OBJECTIVES 1-7 PREPARING, ADAPTING, MITIGATING AND MANAGEING CLIMATE CHANGE IMPACTS IN COMPLIANCE WITH SECTION 380.093(3), FLORIDA STATUTES, RELATED TO SEA LEVEL RISE; AMENDING CHAPTER 7 RECREATION OPEN SPACE ELEMENT GOAL 1, OBJECTIVE 1 TO UPDATE POPULATION PROJECTIONS AND FACILITY PROVISION; AMENDING CHAPTER 9 CAPITAL IMPROVEMENTS ELEMENT GOAL 1, OBJECTIVE 1, POLICY 1-2 TO UPDATE INFRASTRUCTURE LEVEL OF SERVICE STANDARDS AND UPDATING OBJECTIVE 8 FIGURE 9-1 SCHEDULE OF CAPITAL IMPROVEMENTS FOR THE FIVE AND TEN YEAR PLANNING PERIOD INCLUDING PROJECTED REVENUE SOURCES TO ENSURE THE AVAILABILITY OF PUBLIC FACILITIES NEEDED TO MAINTAIN ADOPTED LEVEL OF SERVICE STANDARDS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires that each local government prepare a Comprehensive Plan in compliance with the Community Planning Act, as amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government adopt an Evaluation and Appraisal Report (“EAR”) every seven years assessing the local government’s progress in implementing the Comprehensive Plan; and

WHEREAS, having conducted a thorough review and assessment, the City wishes to amend its Comprehensive Plan to implement its EAR and update each of the current elements of the Comprehensive Plan; and

WHEREAS, on January 7, 2025, the Planning Board recommended approval of the proposed EAR-based amendments to the City’s Comprehensive Plan at a properly advertised public hearing; and

WHEREAS, the City Commission held a properly advertised public hearing on January 14, 2025, to consider first reading of the updated Comprehensive Plan and its transmittal to the State and reviewing agencies for comment; and

WHEREAS, on January 15, 2025, this proposed Ordinance was sent to the State and the reviewing agencies for comment under the State Coordinated Review Process; and

WHEREAS, the City Commission held a properly advertised public hearing on September 9, 2025 to consider second reading and adoption, and voted to approve the Ordinance; and

WHEREAS, all conditions and requirements for the enactment of an ordinance to amend the City’s Comprehensive Plan have been met.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LYNN HAVEN, FLORIDA, that:

SECTION 1. From and after the effective date of this ordinance the Lynn Haven Comprehensive Plan is amended to read as attached hereto, incorporated herein and entitled “The 2025 Amended and Restated City of Lynn Haven Comprehensive Plan,” including all tables, exhibits, maps, charts, lists and similar discrete components (new text **bold and underlined**, deleted text struckthrough).

SECTION 2. All ordinances or parts of ordinances in conflict with the City's Comprehensive Plan are repealed only to the extent of such conflict.

SECTION 3. If any section, paragraph, sentence, clause or phrase of the City's Comprehensive Plan shall be declared unconstitutional or unenforceable, such holding shall not affect the remainder of this Ordinance.

SECTION 4. This Ordinance shall take effect as provided by law.

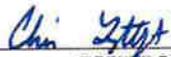
INTRODUCED AND PASSED on first reading, this 14th day of January, 2025.

PASSED AND ADOPTED on second reading this 9th day of September, 2025.



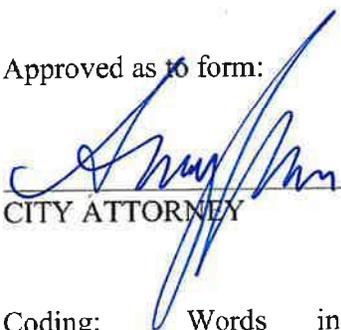
JESSE NELSON, MAYOR

ATTEST:



CHRIS LIGHTFOOT, INTERIM CITY MANAGER

Approved as to form:



CITY ATTORNEY

Coding: Words in ~~strikeout~~ type are deletions from existing text.
Words in **underline type** are additions.

ORDINANCE NO. 1176 - R

AN ORDINANCE OF THE CITY OF LYNN HAVEN, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE EVALUATION AND APPRAISAL REPORT REQUIRED BY SECTION 163.3191, FLORIDA STATUTES; AMENDING ELEMENTS TO MEET THE REQUIREMENTS OF SECTION 163.3177 FLORIDA STATUTES; BASING THE AMENDMENTS UPON PERMANENT AND SEASONAL POPULATION ESTIMATES AND PROJECTIONS PUBLISHED BY THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH FOR A TEN YEAR AND TWENTY YEAR PLANNING PERIOD; AMENDING CHAPTER ONE THE FUTURE LAND USE ELEMENT GOAL 1, OBJECTIVE 2, POLICY 2-1-04 ADDING GROUP HOMES; AMENDING OBJECTIVE 10 NATURAL RESOURCE PROTECTION POLICY 10-3 DEVELOP AND MAINTAIN A STORMWATER MASTER PLAN; AMENDING CHAPTER 3 HOUSING ELEMENT TO UPDATE POLICIES; AMENDING CHAPTER 4 INFRASTRUCTURE ELEMENT TO UPDATE THE LEVEL OF SERVICE STANDARDS IN GOAL 1, POLICY 1-1 AND GOAL 2, OBJECTIVES 1 – 6; CONTINUED PROVISION OF FACILITIES TO MEET EXISTING AND PROJECTED DEMANDS; AMENDING CHAPTER 5 COASTAL MANAGEMENT ELEMENT GOAL 1, OBJECTIVE 3, POLICY 3-6 TO INCLUDE THE REQUIREMENTS OF THE DEER POINT PROTECTION ZONE, AND ADDING GOAL 3 OBJECTIVES 1-7 PREPARING, ADAPTING, MITIGATING AND MANAGEING CLIMATE CHANGE IMPACTS IN COMPLIANCE WITH SECTION 380.093(3), FLORIDA STATUTES, RELATED TO SEA LEVEL RISE; AMENDING CHAPTER 7 RECREATION OPEN SPACE ELEMENT GOAL 1, OBJECTIVE 1 TO UPDATE POPULATION PROJECTIONS AND FACILITY PROVISION; AMENDING CHAPTER 9 CAPITAL IMPROVEMENTS ELEMENT GOAL 1, OBJECTIVE 1, POLICY 1-2 TO UPDATE INFRASTRUCTURE LEVEL OF SERVICE STANDARDS AND UPDATING OBJECTIVE 8 FIGURE 9-1 SCHEDULE OF CAPITAL IMPROVEMENTS FOR THE FIVE AND TEN YEAR PLANNING PERIOD INCLUDING PROJECTED REVENUE SOURCES TO ENSURE THE AVAILABILITY OF PUBLIC FACILITIES NEEDED TO MAINTAIN ADOPTED LEVEL OF SERVICE STANDARDS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3167, Florida Statutes, requires that each local government prepare a Comprehensive Plan in compliance with the Community Planning Act, as amended; and

WHEREAS, Section 163.3191, Florida Statutes, requires that each local government adopt an Evaluation and Appraisal Report (“EAR”) every seven years assessing the local government’s progress in implementing the Comprehensive Plan; and

WHEREAS, having conducted a thorough review and assessment, the City wishes to amend its Comprehensive Plan to implement its EAR and update each of the current elements of the Comprehensive Plan; and

WHEREAS, on January 7, 2025, the Planning Board recommended approval of the proposed EAR-based amendments to the City’s Comprehensive Plan at a properly advertised public hearing; and

WHEREAS, the City Commission held a properly advertised public hearing on January 14, 2025, to consider first reading of the updated Comprehensive Plan and its transmittal to the State and reviewing agencies for comment; and

WHEREAS, on January 14, 2025, this proposed Ordinance was sent to the State and the reviewing agencies for comment under the State Coordinated Review Process; and

WHEREAS, the City Commission held a properly advertised public hearing on September 9, 2025 to consider second reading and adoption, and voted to approve the Ordinance; and

WHEREAS, all conditions and requirements for the enactment of an ordinance to amend the City’s Comprehensive Plan have been met.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF LYNN HAVEN, FLORIDA, that:

SECTION 1. From and after the effective date of this ordinance the Lynn Haven Comprehensive Plan is amended to read as attached hereto, incorporated herein and entitled “The 2025 Amended and Restated City of Lynn Haven Comprehensive Plan,” including all tables, exhibits, maps, charts, lists and similar discrete components (new text **bold and underlined**, deleted text struckthrough).

SECTION 2. All ordinances or parts of ordinances in conflict with the City's Comprehensive Plan are repealed only to the extent of such conflict.

SECTION 3. If any section, paragraph, sentence, clause or phrase of the City's Comprehensive Plan shall be declared unconstitutional or unenforceable, such holding shall not affect the remainder of this Ordinance.

SECTION 4. This Ordinance shall take effect as provided by law.

INTRODUCED AND PASSED on first reading, this 14TH day of JANUARY, 2025.

PASSED AND ADOPTED on second reading this 9TH day of SEPTEMBER, 2025.

RATIFIED on third reading this 14TH day of OCTOBER, 2025.


~~JESSE NELSON, MAYOR~~
SAM PEEBLES, MAYOR PRO TEM
ATTEST:


CHRIS LIGHTFOOT, INTERIM CITY MANAGER

Approved as to form:


CITY ATTORNEY

Coding: Words in ~~strikeout type~~ are deletions from existing text.
Words in underline type are additions.

AFFIDAVIT OF PUBLICATION

Column Software, PBC
331 NW 26th St, Suite 304
Miami, FL, 33127

Before the undersigned authority personally appeared Deidre Stevens-DiGiovanni, who on oath says that he or she is an agent of Column Software, PBC; that the attached copy of advertisement, being a legal advertisement or public notice of Public Notice (Other) in the matter of Ordinance 1176-R, was published on the publicly accessible website of FL, hosted by Column Software, PBC on

Oct 2, 2025

and that the fees charged are legal.

Affiant further says that the website complies with all legal requirements for publication in chapter 50, Statutes; and affiant further says that he or she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication on said website.

Notice ID: 787lyYB08yjoJ5JE7zwI
Publication Fee: \$0.00

Deidre Stevens-DiGiovanni

Agent

VERIFICATION

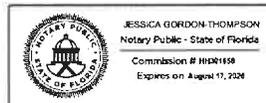
State of Florida
County of Orange

Signed or attested before me on this: 10/07/2025

J. Ra

Notary Public

Notarized remotely online using communication technology via Proof.



Published in Bay County
NOTICE OF PUBLIC HEARING
FOR A LARGE SCALE AMENDMENT
TO THE CITY OF LYNN HAVEN COM-
PREHENSIVE PLAN

NOTICE IS HEREBY GIVEN that the City of Lynn Haven City Commission will conduct a third reading and public hearing on the following entitled ordinance at its regular meeting to be conducted on **TUESDAY OCTOBER 14, 2025, at 5:30 p.m.** in the **Lynn Haven City Hall Walter T. Kelley Chambers, 825 Ohio Ave, Lynn Haven, Florida,** to consider, and to the extent necessary to ratify, the Adoption of the Evaluation and Appraisal Report based amendments to the City's Comprehensive Plan.

ORDINANCE NO. 1176-R
AN ORDINANCE OF THE CITY OF LYNN HAVEN, FLORIDA, AMENDING THE CITY'S COMPREHENSIVE PLAN TO IMPLEMENT THE EVALUATION AND APPRAISAL REPORT REQUIRED BY SECTION 163.3101, FLORIDA STATUTES; AMENDING ELEMENTS TO MEET THE REQUIREMENTS OF SECTION 163.3177 FLORIDA STATUTES; BASING THE AMENDMENTS UPON PERMANENT AND SEASONAL POPULATION ESTIMATES AND PROJECTIONS PUBLISHED BY THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH FOR A TEN YEAR AND TWENTY YEAR PLANNING PERIOD; AMENDING THE FUTURE LAND USE ELEMENT POLICY 2-1-04 (2) ADDING GROUP HOMES AND AMENDING NATURAL RESOURCE PROTECTION POLICY 10-3 STORMWATER MASTER PLAN; AMENDING THE HOUSING ELEMENT TO UPDATE LANGUAGE; AMENDING THE INFRASTRUCTURE ELEMENT TO UPDATE THE LEVEL OF SERVICE STANDARDS IN POLICY 1-1 AND REQUIREMENTS SET OUT IN GOAL 2, OBJECTIVES 1 - 6; CORRECTING INFRASTRUCTURE DEFICIENCIES, PROJECTED DEMANDS, WATER CONSERVATION AND EXTENSION OF FACILITIES; AMENDING THE COASTAL MANAGEMENT ELEMENT POLICY 3-5 TO INCLUDE THE REQUIREMENTS OF THE DEER POINT PROTECTION ZONE, AND ADDING GOAL 3 PREPARING, ADAPTING, MITIGATING AND MANAGING CLIMATE CHANGE IMPACTS IN COMPLIANCE WITH SECTION 380.093(3), FLORIDA STATUTES, RELATED TO SEA LEVEL RISE; AMENDING GOAL 1, OBJECTIVE 1 OF THE RECREATION OPEN SPACE ELEMENT TO UPDATE POPULATION PROJECTIONS AND FACILITY PROVISION; AMENDING POLICY 1-2 OF THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE INFRASTRUCTURE LEVEL OF SERVICE STANDARDS; UPDATING FIGURE 0-1 THE SCHEDULE OF CAPITAL IMPROVEMENTS FOR

THE FIVE AND TEN YEAR PLANNING PERIOD INCLUDING PROJECTED REVENUE SOURCES TO ENSURE THE AVAILABILITY OF PUBLIC FACILITIES NEEDED TO MAINTAIN ADOPTED LEVEL OF SERVICE STANDARDS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.

At this hearing, the City Commission will accept public testimony and will consider the Adoption of the Evaluation and Appraisal Report based Comprehensive Plan Amendments. The hearing may be continued from time to time as may be necessary.

Copies of the Comprehensive Plan Amendments are available for public inspection at the Department of Development & Planning located at 825 Ohio Avenue, Lynn Haven, Florida 32444.

All interested persons are encouraged to attend and be heard.

If a person decides to appeal any decision made by the Commission with respect to any matter considered at the meeting, if an appeal is available, such person will need a record of the proceeding, and such person may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based (Florida Statute 286.0105)

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Dept. Of Development & Planning at 825 Ohio Avenue, Lynn Haven, Florida 32444 or by phone at (850) 265-2121 at least two (2) calendar days prior to the meeting. If you are hearing or speech impaired, and you possess TDD equipment, you may contact the City Clerk using the Florida Dual Party Relay System which can be reached at (800) 955-8770 (Voice) or (800) 955-8771 (TDD).

CITY OF LYNN HAVEN, FLORIDA
By: CHRIS LIGHTFOOT
Interim City Manager

CHAPTER 4. INFRASTRUCTURE ELEMENT

GOAL 1: Provide needed public facilities in a manner that ensures protection of existing facilities and promotes orderly growth.

OBJECTIVE 1: The City shall ensure that upon approval of a site plan or subdivision plat, adequate facility capacity is available, or will be available when needed to serve the development.

Policy 1-1: The following level of service standards are hereby adopted and shall be used for determining the availability of facility capacity:

FACILITY	LEVEL OF SERVICE
Sanitary Sewer	98 100 gallons per capita per day
Potable Water	135 80 gallons per capita per day
Solid Waste	6.5 pounds per capita per day

Policy 1-2: The City of Lynn Haven will continue to enforce a minimum city-wide stormwater quality level of service standard. This level of service standard will require stormwater facilities which:

- a) Provide retention, or detention with filtration, of the run-off from the first one inch of rainfall or,
- b) 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 pre-development levels, whichever is greater ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-01: The land development regulations shall include standards by which to determine what type of stormwater management facilities are needed, depending on site specific conditions (such as the presence of wetlands, topography, and soils) ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-02: The City shall ensure that stormwater facilities are provided for developments which are below the thresholds included in DEP's Stormwater Rule ~~(amended by Ordinance 858; Adopted:10/24/06).~~

Policy 1-2-03: 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 Master Plan must be updated every 7-years.**

Policy 1-3: The City of Lynn Haven will continue to enforce a minimum city-wide water quantity level of service that requires stormwater facilities which attenuate the ~~25-~~ **100** year critical duration storm event.
a) While limiting rate and volume of discharge to pre-development levels, or b) To the capacity of the conveyance system (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-3-01: It shall be assumed that the capacity of the receiving water will allow for rate and volume discharges equal to pre-development levels, whichever is greater, unless engineering analysis using professionally accepted methodologies demonstrates that a differing discharge rate and volume should be used.

- a) In requiring a lesser rate of discharge, the burden of analysis shall be the responsibility of the City.
- b) In requesting a larger rate of discharge, the burden of analysis shall be the responsibility of the developer (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-3-02: Upon completion of the updated Stormwater Master Plan, the stormwater management regulations shall be re-evaluated. If a more or less stringent level of service is dictated by the Stormwater Master Plan, then this Plan shall be modified to conform to the needed level of service.

Policy 1-4: The City shall track facility demand and capacity information as site plans and subdivision plats are approved (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-5: All improvements to public facilities shall be in accordance with the adopted level of service standard (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 1-6: The City shall prepare annual summaries of capacity and demand information for each facility.

Policy 1-7: The City shall coordinate with other local entities supplying service facilities to the City to ensure proper levels of service are maintained.

OBJECTIVE 2: The City will maintain a five-year schedule of capital improvement needs for public facilities to be updated annually.

Policy 2-1: Proposed capital improvement projects will be evaluated and ranked consistent with the ranking requirements as detailed in Objective 1, Policy 1-3 of the Capital Improvements Element: **these rankings will be presented to the City Commission annually during budget preparation workshops.**

Policy 5-4: Density or intensity requirements for areas of expansion shall be consistent with density or intensity requirements established in Future Land Use Element, Goal 1, Objective 2 (~~amended by Ordinance 858; Adopted:10/24/06~~).

Policy 5-5: The extension of facilities and services to annexation areas shall be consistent with the following set of criteria:

- A) The project represents a logical extension of facilities and services within a designated service area.
- B) The project promotes economic development within the City and/or redevelopment of blighted areas.

Policy 5-6: The extension of facilities and services to projects promoting in-fill development or to areas currently lacking full service will be assigned a higher priority than extending facilities and service to annexation areas.

Policy 5-7: The expansion of potable water and sanitary sewer service facilities shall be implemented through the collection of impact fees and user charges proportional to the costs of expanding and operating such systems.

OBJECTIVE 6: Sanitary sewer service facilities shall be provided within the existing and potential service areas so as to maintain quality of surface waters. ~~at the level established in Chapter 62-3.161, Florida Administrative Code.~~

Policy 6-1: Areas with reported septic tank problems and areas experiencing growth that are not suited for onsite sewage disposal systems shall be priority areas for extension of the collection system.

Policy 6-2: Property owners utilizing septic tanks shall be required to be tied on the Lynn Haven sewer system within one year of availability, as defined by the Department of Health and Rehabilitation Services. ~~Rule 10-D-6, 64-6, Florida Administrative Code-~~ **or when their septic system fails.**

Policy 6-3: The City shall coordinate with the Bay County Health Department to insure that septic tanks are not approved for use where sanitary sewer service is available, as defined in Policy 6-2.

GOAL 3: Adequate stormwater drainage will be provided to afford reasonable protection from flooding and to prevent degradation of quality of receiving water.

- 2) Provide public access;
- 3) Lie outside areas identified as inappropriate for marina development. ~~in the Marina Siting Study for West Florida (West Florida Regional Planning Council; June 1984);~~
- 4) Demonstrate oil spill cleanup capability within boundaries of the leased area;
- 5) Provide a hurricane mitigation and evacuation plan;
- 6) Be located in proximity to natural channels so that minimum or no dredging shall be required for provision of docking facilities;
- 7) Be tied onto the Lynn Haven sanitary sewer facilities. Marinas with fueling facilities will provide pump-out facilities at each fuel dock. Commercial marinas and those with live-aboard overnight transient traffic shall prohibit inappropriate sewage pump out;
- 8) Maintain water quality standards as provide by Chapter 403, Florida Statutes;
- 9) Locate in areas having adequate water depth to accommodate the proposed boat use without disturbance of bottom habitats;
- 10) Delineate immediate access points with channel markers that indicate speed limits and any other applicable regulations;
- 11) Be sited in areas designated for commercial or recreational uses in the Future Land Use Map; and;
- 12) Demonstrate that it meets a public need thereby demonstrating economic viability/feasibility.

Policy 2-3: Prohibit the location and construction of shoreline protection structures or other appurtenances requiring dredging or filling in areas and along shorelines dominated by estuarine wetlands and seagrass beds.

OBJECTIVE 3: Maintain or improve the water quality of the City's surface waters.

Policy 3-1: The City shall continue to enforce an ordinance requiring the use of appropriate erosion control methods to eliminate offsite migration of soil particles during and after all construction activities.

Policy 3-2: The City shall coordinate with Bay County and other municipalities to develop a Comprehensive Stormwater Management Study which identifies specific stormwater problems and recommendations for eliminating these sources of stormwater pollution.

Policy 3-3: Upon completion of the Study, the City shall initiate implementation of the identified actions necessary to upgrade the present drainage system to facilitate collection and treatment of stormwater discharge from existing development.

Policy 3-4: New sewage treatment plants, industries, and other facilities discharging waste products, should dispose of effluents via land spreading, spray irrigation, recycling, or by other means that will avoid discharge of contaminants into surface waters.

CHAPTER 9. CAPITAL IMPROVEMENTS ELEMENT

GOAL 1: The City of Lynn Haven will ensure the provision of adequate public facilities to all residents within its jurisdiction in a timely and efficient manner.

OBJECTIVE1: The Capital Improvements Element establishes adopted levels of service for public facilities and capital improvement projects which the City will undertake. The Five Year Schedule of Improvements shall identify projects which:

- (a) meet existing deficiencies;
 - (b) provide necessary repair or replacement of existing facilities;
 - (c) accommodate desired future growth.
-

Policy 1-1: The capital improvements review team will consist of the City Manager or his appointed representative, Department Heads from Finance, Planning, Public Works and other representatives as deemed necessary by the City Manager. The team will evaluate and rank capital improvement projects proposed for inclusion in the Five-Year Schedule as recommended to the City Commission (~~amended by Ordinance 931; Adopted: 05/25/10~~).

Policy 1-2: The following levels of service (LOS) standards will be maintained as growth occurs in the City (amended by Ordinance 1047; Adopted: 12/12/2017).

LOS STANDARDS FOR THE CITY OF LYNN HAVEN PUBLIC FACILITIES (DO THESE NEED TO BE UPDATED?)

A. sanitary Sewer, Solid Waste, Drainage and Potable Water LOS Standards

Sanitary Sewer	98 100 gallons per capita per day (gpcpd)
Solid Waste	6.5 pounds per capita per day (ppcpd)
Potable Water	135 85 gallons per capita per day (gpcpd)
Drainage	(a) 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. b) Attenuate the 25 100 -year critical duration storm event while limiting discharge to predevelopment levels or to the capacity of the receiving water. It shall be assumed that the capacity of the receiving water will allow for discharges equal to predevelopment levels or the

	first inch of rainfall, whichever is greater, unless an engineering analysis using professionally accepted methodologies demonstrates that a differing discharge rate should be used. In requiring a lesser rate of discharge, the burden of analysis shall be the responsibility of the City. In requesting a larger rate of discharge, the burden of analysis shall be the responsibility of the developer.
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B. Recreation. Five (5) acres of land per 1,000 population (amended by Ordinance 858; Adopted:10/24/06).

C. Public School Facilities (amended by Ordinance 931; Adopted: 05/25/10).

The Department of Education permanent Florida Inventory of School Houses (FISH) capacity is adopted as the uniform methodology to determine the capacity of each school. The level of service standards by type of school shall be depicted in Table 9.1 below.

TABLE 9.1: LEVEL OF SERVICE STANDARDS

Type of School	Level of Service
Elementary	100% of Permanent FISH Capacity
Middle	100% of Permanent FISH Capacity
High	100% of Permanent FISH Capacity
FISH – Florida Inventory of School Houses	

The following student generation rates, as noted in Table 9-2, shall be utilized when determining school concurrency.

TABLE 9.2: STUDENT GENERATION RATE PER UNIT MULTIPLIERS

Single Family	0.3047
Mobile Homes	0.5053
Multi-Family	0.2706
Condominium	0.0106

Policy 1-3: Capital improvement projects will be prioritized according to the following set of criteria and a fiscal impact review, as part of the annual budgeting process. The assigned priority will be designated on the Five-Year Schedule of Capital Improvements.

CRITERIA FOR NUMERICAL RANKING OF CAPITAL IMPROVEMENTS PROJECTS

	WEIGHT	YES (1)	NO (0)	N/A (1)	WET.X SCORE
PRIORITY I					
1. The project is needed to protect public health and safety	3				
2. The project fulfills the City’s legal commitment to provide facilities and services	3				



CITY OF LYNN HAVEN, FLORIDA

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Commission Agenda Report

Department: Economic Development

Prepared by: Bernd "Ben" Janke, AICP

Agenda Title: FDOT TA grant application support.

Staff Recommends: Approval or Resolution 2026-01-506 to support the FDOT grant application to fund a sidewalk project in Lynn Haven.

I. Report in Brief:

Request approval of the proposed resolution 2026-01-506 to support the FDOT TA grant application to fund a sidewalk project on Carolina Ave. in Lynn Haven.

Background:

City staff is preparing an FDOT Transportation Alternative (TA) grant application to request funds for the construction of a sidewalk on Carolina Ave. in Lynn Haven. The project is located on Carolina Ave. between SR390 and West 14th St. The submittal to FDOT requires a support resolution from the City Commission. This grant covers, if awarded, 100% of the project cost.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: n/a

Project #: TBD

III. Advertised: yes

Date: 01/09/26

Where: City website

Background Cont.:

IV. Alternatives:

V. Attachments:

Resolution #2026-01-506, grant application, project location map, project cost estimate, support letters.

RESOLUTION 2026-01-506

A RESOLUTION BY THE CITY OF LYNN HAVEN, FLORIDA TO SUPPORT CONSTRUCTION OF A SIDEWALK ON CAROLINA AVENUE WITH TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM FUNDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, walking helps meet the goals of Chapter 339.175 Florida Statutes - Metropolitan Planning Organization - to serve the mobility needs of people while minimizing transportation related fuel consumption and air pollution; and

WHEREAS, Congress created the Moving Ahead for Progress in the 21st Century (MAP-21) in 2012 to address growing concerns about air quality, open space, and traffic congestion. The Transportation Alternatives (TA) Program strengthens the cultural, aesthetic, and environmental aspects of the Nation's intermodal transportation system; and

WHEREAS, the addition of pedestrian facilities helps meet the goals of Chapter 163.3177 Florida Statutes - Comprehensive Plans - promoting alternative modes of transportation; and

WHEREAS, the Center of Disease Control (CDC) encourages people to walk for fitness, transportation, and fun; and

WHEREAS, this support is consistent with the Florida Statutes, Bay County Transportation Planning Organization (TPO), FDOT, MAP-21, and CDC policies supporting alternative means of transportation.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Lynn Haven, Florida that they support the construction of a sidewalk on Carolina Avenue between SR 390 and 14th St.

PASSED and ADOPTED by the City Commission of the City of Lynn Haven this 13th day of January, 2026.

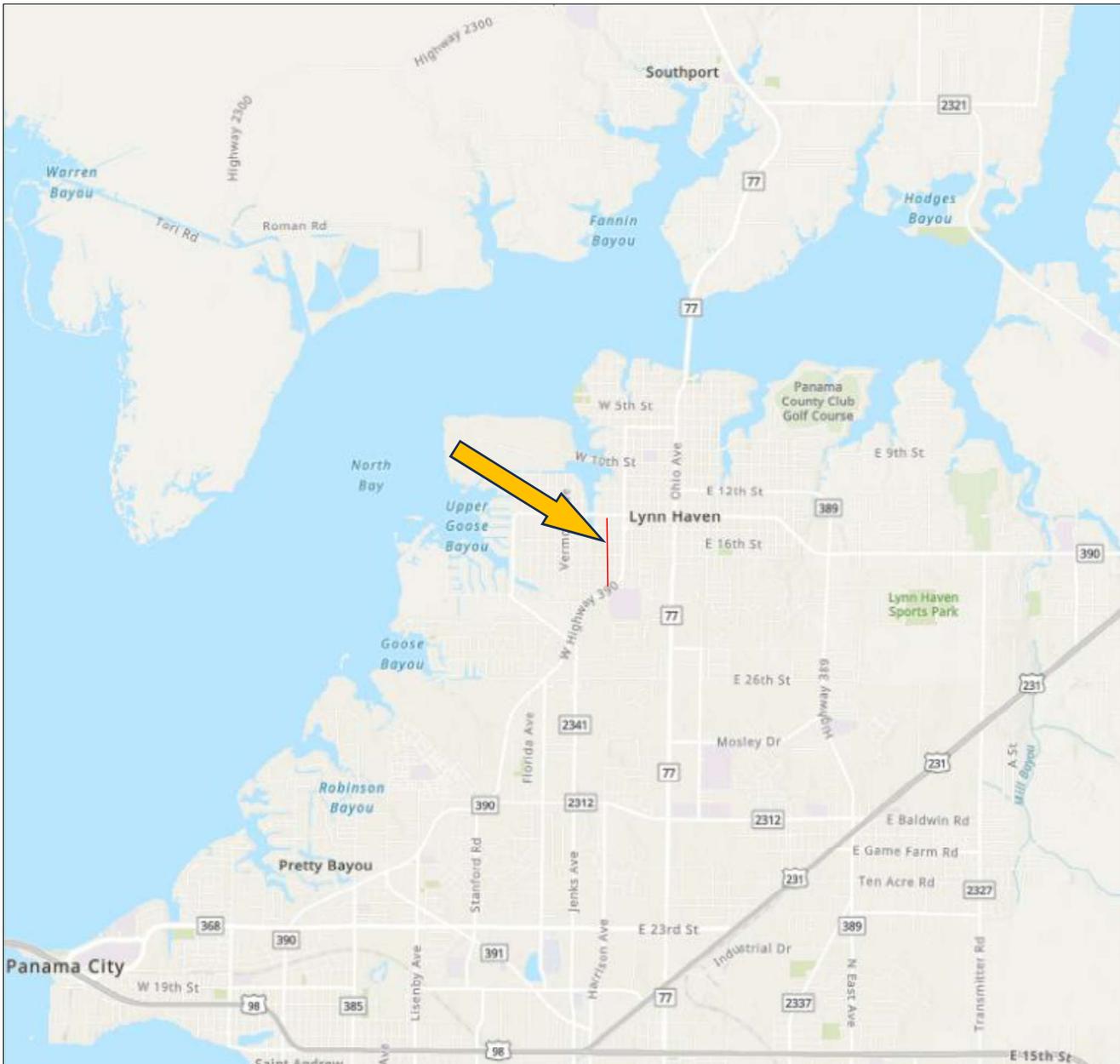
CITY OF LYNN HAVEN, FLORIDA

JESSE NELSON, MAYOR

ATTEST:

CHRIS LIGHTFOOT, INTERIM CITY MANAGER

PROJECT LOCATION MAP



PHASE I



0.28 miles on Carolina Ave., between SR390 and 17th St.

PHASE II



0.31 miles on Carolina Ave., between 17th St. and 14th St.



TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM (TA) FUNDING APPLICATION

A continuation of the Surface Transportation Block Grant, TA funding is by contract authority from the Highway Trust Fund, subject to the overall federal-aid obligation limitation determined by the Federal Highway Administration (FHWA). Projects must support surface transportation, be competitively solicited, and comply with the provisions of the FDOT Work Program Instructions and the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA) [§ 11109; 23 United States Code (U.S.C.) 133(h)]. District representatives may be [contacted](#) for guidance.

PART 1 – APPLICANT INFORMATION

1. Applicant Agency Sponsor Type. Select the box indicating the agency of the person who can answer questions about this project proposal. Then complete applicable text fields. Note: State-recognized non-profit agencies may partner with an eligible governmental entity but are not eligible as a direct grant recipient.

Checkbox next to each of the following types of agencies that do not indicate text field. Document allows one selection.

- Local government (e.g., county, city, village, town, etc.).
- Regional transportation authority or transit agency.
- Natural resource or public land agency.
- School district, local education agency, or school (may include any public or nonprofit private school). Projects should benefit the public and not just a private entity.
- Recognized Tribal Government.
- Other local or regional governmental entity with oversight responsibility for transportation or recreational trails, consistent with the goals of 23 U.S.C. 133(h).
- Metropolitan / Transportation Planning Organization / Agency (collectively MPO) (only for urbanized areas with less than 200,000 population).
- FDOT (only by request of another eligible entity, then enter the requesting entity). If “checked”, enter the requesting entity in the space provided.

2. Agency name of the applicant.

City of Lynn Haven

3. Agency contact person’s name and title.

Bernd Janke, CRA Director

4. Agency contact person’s telephone number and email address.

850-248-0701, bjanke@cityoflynnhaven.com

PART 2 – LOCAL AGENCY PROGRAM (LAP) CERTIFICATION

LAP is FDOT’s primary mechanism to provide governmental subrecipients with federal funds to develop transportation infrastructure facilities through cost-reimbursement (grant) agreements. This legal instrument (the grant agreement) will describe intergovernmental tasks to be accomplished and the funds to be reimbursed for selected projects. The FDOT Local Programs Manual and FDOT Procedure 525-010-300 provides details for local agencies to complete a certification process that is a risk-based assessment evaluating whether they have sufficient qualifications and abilities “to undertake and satisfactorily complete the work” for infrastructure projects. Non-profit organizations are not eligible for LAP certification, local agencies are not eligible for certification of Project Development and Environment (PD&E) or Right-of-Way (ROW) acquisition phases. FDOT is required to provide oversight on fee-simple and less-than-fee ROW acquisition phases, including license agreements, encroachment agreements, perpetual easements, temporary construction easements, and donations.

LAP Full Certification

Provide:

Approval Date: and Expiration Date:

Responsible Charge Name:

LAP Project Specific Certification

Provide:

Approval Date: Project FM(s) Number:

Responsible Charge Name:

Not LAP Certified – A LAP Certified Agency will deliver the project on behalf of the uncertified Agency.

Provide:

Sponsoring Agency Name: Contact Name:

Address: Phone:

Not LAP Certified - FDOT District will administer the project.

Provide:

FDOT Contact Name: Phone:

Not LAP Certified – the Agency will become LAP certified 1 year prior to the delivery of the LAP project.

Not Applicable – this is a Non – Infrastructure Project.

PART 3 – PROJECT INFORMATION

1. **Project Name / Title:** Carolina Ave. sidewalk project, between SR390 and 14th St.

2. **Is this a resubmittal of a previously unfunded project?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the year(s) of submittal(s) and include project title(s), if different, in the space provided.
 Yes No Carolina Ave. and 14th St. sidewalk project (parts)

3. **Does this project connect a previously funded project(s)?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the Financial Management (FM) number(s) and provide a brief description of the other related FDOT-funded phases that are complete, underway, or in the FDOT 5-year Work Program.
 Yes No SR390 widening; project# 217875-4

4. **Is funding requested for this same project from another source administered by FDOT?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate funding source(s) / application(s) submitted. NOTE: Contact your district representative to discuss if this same project is partially funded in the 5-year Work Program or if FDOT has received another application for funding it.
 Yes No N/A

5. **What are you proposing in this application?** In 200 words or less, provide a description of the project and what it will accomplish. The description should allow a person without prior knowledge of the project to clearly understand it. Summarize the purpose, need, project attributes, the relationship to surface transportation, how the project improves safety, and expected benefits.

design of a typical 5ft wide concrete sidewalk along the east ROW of Carolina Ave. between SR390 and West 14th St.
 Phase I: Carolina Ave., SR390 to 17th St.
 Phase II: Carolina Ave., 17th St. to 14th St.

REQUIRED UPLOAD: PROJECT INFORMATION SUPPORTING DOCUMENTATION including 1) Scope of Work clearly describing the purpose and need for this project and the desired outcome; detailed description of the existing conditions; and detailed description of the proposed project and major work item improvements (e.g., project limits (begin / end), width of sidewalks or trails and other components, materials, drainage, lighting, signing and pavement markings, etc.). 2) Intent to enter into a cost reimbursement agreement for delivering the project. 3) Signed PROJECT CERTIFICATION from the maintaining agency confirming the applicant is authorized to submit the proposal, the information is accurate, intent to enter into a Memorandum of Understanding or Interagency Agreement for ongoing operations and maintenance of the improved facility, and compliance with all federal and state requirements.

PART 4 – PROJECT LOCATION

1. Indicate the municipality(ies) of the project location.

City of Lynn Haven

2. Indicate the county(ies) of the project location.

Bay County

3. Roadway Classification

Yes No State roadway (on-system)

Yes No Federal roadway

Yes No Local roadway (off-system)

4. Indicate the roadway name(s) [including applicable state, federal, county road number(s), local roadway name, and roadway identification number (e.g., SR 5 / US 1 / CR 904 / Overseas Highway / ID number: 90040000)].

Carolina Ave.

5. Indicate the roadway beginning project limits (south or west termini), mile points, and crossroads at each end of each listed segment.

West ROW line of SR390

6. Indicate the roadway ending project limits (north or east termini), mile points, and crossroads at each end of each listed segment.

South ROW Line of West 14th St.

7. Indicate the total project length, in miles and linear feet.

0.59 miles or 3,138LF

8. Does the project involve the Florida Shared-Use Nonmotorized (SUN) Trail network? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the trailway identification number, beginning and ending mile points.

Yes No N/A

9. Within the next five years, are non-FDOT funds being expended within the limits or adjacent to the proposed project? If not, select “no” and indicate N/A in the space provided. If so, select “yes”, and briefly explain.

Yes No N/A

PART 5 – PROJECT TYPE

NOTE: Certain areas may not be prioritizing Non-infrastructure (NI) proposals or all eligible infrastructure activities (or may recommend bundling activities together). Contact your district representative for guidance.

1. **PROJECT CATEGORY** Select one box that best represents the project proposal. Then, complete either the “Infrastructure” or “NI” selections.

A. Infrastructure. If so, select “yes”, then select the most appropriate “infrastructure” eligible activity from listing below. (Pages range 5-6)

B. Non-infrastructure (NI). If so, select “yes”, then select the most appropriate NI eligible activity from the listing following the Infrastructure activities. (Page range 7)

5-A. INFRASTRUCTURE ELIGIBLE ACTIVITY

Select one box that best represents the project proposal. As applicable, complete infrastructure eligible text fields.

Pedestrian and / or Bicycle facilities (Select this box for construction, planning, and design of off-road trail facilities or on-road facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation).

Safe Routes for Non-Drivers (Select this box for construction, planning, and design of infrastructure related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs).

Conversion of Abandoned Railway Corridors to Trails (Select this box for conversion and use of abandoned railroad corridors into trails for pedestrians, bicyclists, or other nonmotorized transportation users).

Scenic Turnouts and Overlooks (Select this box for construction of turnouts, overlooks, and viewing areas). If “yes”, list any Florida Scenic Byways visible from the project or indicate N/A in text field.

Outdoor Advertising Management (Select this box for inventory, control, or removal of outdoor advertising). If “yes”, list any Florida Scenic Byways within the project limits or indicate N/A in text field.

Historic Preservation and Rehabilitation of Historic Transportation Facilities (Select this box for historic preservation or rehabilitation of historic transportation facilities). If “yes”, list any locally designated or National Register of Historic Places listed or eligible resources or indicate N/A in the text field.

Vegetation Management (Select this box for vegetation management in public transportation ROW to improve roadway safety, prevent invasive species, and erosion control). If “yes”, list any Florida Scenic Byways within the project limits, or indicate N/A in text field.

- Archaeological Activities** (Select this box for archaeological activities related to impacts from transportation projects funded by FHWA). If “yes”, list the State Site Number (aka Site File Number) for the archaeological site, or indicate N/A in the text field.

- Stormwater Mitigation** (Select this box for environmental mitigation activities addressing stormwater management, control, and water pollution prevention or abatement related to transportation projects).

- Wildlife Management** (Select this box for wildlife mitigation and reduction of wildlife mortality, or to restore and maintain connectivity among terrestrial or aquatic habitats).

- Boulevards** (Select this box for boulevards, defined as a walkable, low speed (35 mph or less) divided arterial thoroughfares in urban environments designed to carry both through and local traffic, pedestrians, and bicyclists. These may be high ridership transit corridors; serve as primary goods movement and emergency response routes; and use vehicular and pedestrian access management techniques that promote economic revitalization and follow FDOT Context-Based Solutions). If “yes”, list any Florida Main Street communities or Florida Trail Towns within the project limits, or indicate N/A in text field.

- Recreational Trails Program** (Select this box for recreational trails compliant with 62-S-2, Florida Administrative Code, and 23 U.S.C. 104 (b)). If “yes”, list the parks / recreational areas within the project limits, or indicate N/A in the text field.

- Safe Routes to Schools (SRTS)** [Select this box for SRTS projects, codified as 23 U.S.C. 208, that substantially improves the ability of kindergarten through 12th grade students (vulnerable road users) to walk and / or bicycle to school]. Traditionally includes sidewalks, traffic calming and speed reduction, traffic diversion improvements, pedestrian and bicycle crossings, on-street bicycle facilities, off-street bicycle facilities, and bicycle parking facilities at public schools. If “yes”, list the benefiting schools that are within two miles of the project limits; total student enrollment; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in the space provided.

- Other surface transportation eligible purpose** (Only if within urbanized areas with a population greater than 200,000). If “yes”, list the eligible activity or indicate N/A in the space provided.

5-B. NI ELIGIBLE ACTIVITY *** Note: For Infrastructure projects, skip this page.***

Select one box that represents the project proposal. Checkbox indicating NI eligible activity. Document allows one selection.

- Vulnerable road user safety assessment as defined by Section 316.027 (b), F.S.**
- Workforce development, training and education activities that are eligible uses of TA funds.**
- SRTS projects, codified as 23 U.S.C. 208.** This NI activity must be primarily based at the school and benefit students and / or their parents and have documented support from the school(s). If “yes”, list the benefiting schools; total student enrollment and students served by project; approximate number of students living along the route; and the percentage of students eligible for reduced meal programs, or indicate N/A in space provided.

NI COMPONENTS As applicable, insert the number of each type of proposed activity. Numerical field indicating total number NI program would provide.

- | | | | |
|----------------------|--|----------------------|---|
| <input type="text"/> | Number of walk or bicycle audits. | <input type="text"/> | Number of after school programs receiving pedestrian / bicycle safety instruction / education. |
| <input type="text"/> | Number of bicycle skills / safety classes. | <input type="text"/> | Number of bicycle rodeos. |
| <input type="text"/> | Number of pedestrian skills / safety classes. | <input type="text"/> | Number of pedestrian safety skills events. |
| <input type="text"/> | Number of community demonstration projects. | <input type="text"/> | Number of schools with walking school bus programs (defined as planned route with meeting points, a timetable, and a schedule of trained volunteers). |
| <input type="text"/> | Number of community encouragement activities. | <input type="text"/> | Number of schools with bicycle train programs (defined as a planned route with meeting points, a timetable, and a schedule of trained volunteers). |
| <input type="text"/> | Number of community challenges. | <input type="text"/> | Number of student-led leadership initiatives (e.g., student patrols, peer-led learning, etc.). |
| <input type="text"/> | Number of community workshops / stakeholder meetings. | | |
| <input type="text"/> | Number of classroom / educational classes receiving pedestrian / bicycle safety instruction / education. | | |
| <input type="text"/> | Number of school assemblies receiving pedestrian / bicycle safety instruction / education. | | |
| <input type="text"/> | Number of training sessions to implement the SRTS program (e.g., training for volunteer walking school bus leaders, training for bicycle train leaders, etc.). | | |

PART 6 – AREA CONDITIONS



Select applicable boxes describing the area and complete applicable text fields. Then, upload supporting documentation.

1. Select one box that describes the geographic population size of the project area.

- Non-Urban Area with a population of 5,000 or less
- Urban Area with a population greater than 5,000 but no more than 50,000
- Urban Area with a population greater than 50,000 but no more than 200,000
- Urban Area with a population greater than 200,000

2. Is the project within the boundary of an MPO*? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the MPO in the space provided.

- Yes No Bay County TPO

3. Is the project within the boundary of a Transportation Management Area (TMA)? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the TMA in the space provided.

- Yes No N/A

4. Is the project within a Rural Economic Development Initiative (REDI) community or designated as a Rural Area of Opportunity (RAO) as defined pursuant to Section 288.0656, F.S.? If not, select “no”, and indicate N/A in the space provided. If so, select “yes” and indicate the REDI / RAO in the space provided.

- Yes No N/A

5. Indicate the United States Congressional District number(s) of the project location.

2

6. Will the project address transportation access by improving conditions and / or address solutions by providing mobility improvements for disadvantaged groups, underserved communities, and / or non-drivers (e.g., children, older adults, those with limited / restricted transportation options, people with health conditions or impairments, or vulnerable road users)? If not, select “no” and indicate N/A in the space provided. If so, select “yes” and briefly explain how the project improves conditions (e.g., community access point(s) and destinations the project benefits, free or reduced-priced school meals, and how SRTS projects benefit the students, etc.).

- Yes No N/A

7. Are there transit stops / shelters / support facilities within the project limits? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the identification number.

- Yes No N/A

8. Is the project within a high-crash pedestrian corridor (or an area with a history of crashes involving pedestrians)?

- Yes No

* Metropolitan / Transportation Planning Organization / Agency (MPO)

Part 6 - Area Conditions continued...

9. Is the project within a high-crash bicycle corridor (or an area with a history of crashes involving bicyclists)?

- Yes No

10. Would the project implement a bicycle or pedestrian action plan(s)? If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and specify the name of the plan and date of adoption.

- Yes No N/A

REQUIRED UPLOAD: AREA CONDITIONS SUPPORTING DOCUMENTATION (e.g., excerpt pages from adopted plans or studies, maps illustrating transit facilities and connectivity to the improvement, short statement of support with a signature of the school official and their contact information for SRTS projects, collision heat maps / crash data for area surrounding project limits, etc.).

PART 7 – PUBLIC INVOLVEMENT

Public involvement, engagement, and collaboration is a key component of the federal project development process and must be conducted in accordance with applicable rules and regulations in the event the project is selected for funding. Indicate which of the following are applicable (Select all that apply). Complete the text field or indicate N/A in the space provided. Then, upload supporting documentation.

1. Does the greater community support the project, as demonstrated by recently adopted proclamations or resolutions expressing commitment and public engagement? If “yes”, explain the engagement and how the concept evolved based on public involvement. Indicate the resolution number, adoption date, and participating parties in the space provided. If “no”, indicate N/A in the space provided.

- Yes No The project was discussed at a City Commission meeting on 1/13/26. Resolution 2026-01-506

2. Was the project discussed at a regularly scheduled meeting of an advisory board of an appointed group of citizens, such as bicycle pedestrian advisory groups or similar committee that provides support toward the project? If “yes”, provide meeting information, including the date and type of advisory board meeting, and the input received. If “no”, indicate N/A in the space provided.

- Yes No Bay County CTST meeting 1/21/26

3. Was there an advertised public meeting to discuss the project? If “yes”, provide a brief description, including the input received, how the concept evolved based on public involvement, date, and type of meeting. If “no”, indicate N/A in the space provided.

- Yes No City Commission meeting 1/13/26 and CTST meeting 1/21/26

4. Do recent community surveys indicate both need and support for the project and stakeholders will continue to be engaged in the implementation of the project? If “yes”, briefly explain. If “no”, indicate N/A in the space provided.

- Yes No Project was discussed with stake holders such as Mowat Middle School and The Arc of the Bay

REQUIRED UPLOAD: PUBLIC INVOLVEMENT SUPPORTING DOCUMENTATION (e.g., resolution, proclamation, regularly scheduled meeting agenda and minutes, public meeting advertisement, community survey, letters of support, etc.).

PART 8 – CONCURRENCY / CONSISTENCY



Is the project consistent with the applicable comprehensive plan(s), transportation plan(s), capital improvement plan(s), and / or the long-term management plan(s)? [Note: Board of County Commissioners functions as MPO in nonmetropolitan areas (Section 339.135(4)(c)1, F.S.)]. If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and use the text field to explain consistency, include MPO prioritization number. If a modification is required, indicate the meeting date for adoption.

Yes No Project concurs with City sidewalk master plan

REQUIRED UPLOAD: CONCURRENCY / CONSISTENCY SUPPORTING DOCUMENTATION (e.g., supporting resolution(s), excerpt from comprehensive plan(s), transportation plan(s), capital improvement plan(s), management plan(s), prioritization list, etc.).

PART 9 – ENVIRONMENTAL CONDITIONS

Select the boxes describing the Environmental Conditions. As applicable, complete the text field or indicate N/A in the space provided. Then, upload supporting documentation. Applicants for NI proposals may skip the Environmental Conditions section.

- 1. Does the project involve lands identified by the Florida Wildlife Corridor Act of 2021 [Section 259.1055, Florida Statutes (F.S.)]?**
 Yes No
- 2. Does the project involve state-owned conservation lands?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the state-owned conservation lands. NOTE: Use of state-owned conservation lands is subject to coordination by the managing entity.
 Yes No N/A
- 3. Does a railway facility exist within 1,000 feet of the project limits?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate railway facility.
 Yes No N/A
- 4. Does the project physically cross a railway facility?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and indicate the crossing’s railway identification number, and beginning and ending mile points.
 Yes No N/A
- 5. Would the project provide lighting at locations with nighttime crashes?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe the proposed lighting in the space provided.
 Yes No intersection lights. Design would follow FDOT standards for intersections
- 6. Would the project implement an adopted Americans with Disabilities Act (ADA) transition plan?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe proposed ADA improvements in the space provided.
 Yes No the sidewalk will meet or exceed ADA design standards

7. **Is an Environmental Assessment for the project complete?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe any specific issues in the space provided.

Yes No

8. **Is the project adjacent to locally designated or National Register of Historic Places (NRHP) listed or eligible resources?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list resources, indicate if the resources have received Florida Department of State Historic Preservation Grant funds, and explain any preservation agreements, covenants, or easements in the space provided. If applicable, select “unknown”.

Yes No Unknown

9. **Are there any archaeological sites or Native American sites located within or adjacent to the project boundary?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list State Site Number (aka Site File Number) for the sites. If applicable, select “unknown”.

Yes No Unknown

10. **Are there any parks, recreation areas, or wildlife / waterfowl refuges within or adjacent to the project boundary?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list the facilities in the space provided.

Yes No

11. **Are there any navigable waterways adjacent to or within the project boundary?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and list the navigable waterways.

Yes No

12. **Are there any wetlands within or adjacent to the project limits?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. Include permit types required and any obtained for the project.

Yes No

13. **Is it likely that there are protected / endangered / threatened species and / or critical habitat impacts within the project limits?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”.

Yes No Unknown

14. **Are there any potential contamination / hazardous waste areas within or adjacent to the project limits?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”.

Yes No Unknown

15. **Are there any noise-sensitive areas near the project area?** If not, select “no”, and indicate N/A in the space provided. If so, select “yes”, and describe in the space provided. If applicable, select “unknown”.

Yes No Unknown

REQUIRED UPLOAD for Infrastructure (not applicable for NI): ENVIRONMENTAL CONDITIONS SUPPORTING DOCUMENTATION (e.g., labeled photographs on maps depicting conditions, permits, copy of the entire study or environmental assessment, excerpt pages from adopted plans, etc.).

Select the boxes describing the design status and complete the text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Design / Typical Section.

1. Are signed and sealed design plans available for this project?

- Yes No

2. If design plans are not at 100 percent, or do not meet current standards and / or reflect existing conditions, select the box identifying the status and briefly describe in the space provided.

- No design plans 30% design plans 60% design plans 90% design plans
 Other:

3. If design is at 100 percent, indicate the date of the plans. Then, briefly describe in the space provided.

This funding request includes the design of the proposed sidewalk.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): Typical Section(s) depicting existing and proposed features, dimensions, and ROW lines. If there are multiple segments, provide typical sections for each. If available, provide design plans.

Select the boxes describing the Ownership / ROW Status and complete applicable text fields. Then, upload supporting documentation. Applicants for NI proposals may skip the Ownership / ROW Status section.

1. **Is ROW acquisition, defined as obtaining property not currently owned by the Local Agency through any means (e.g., deed, easement, dedication, donation, etc.), necessary to complete this project?**

Yes No

2. **Explain the ROW status (owned / fee simple, leased / less-than fee, and / or needs) along the project boundary, including when ROW was obtained and how ownership is documented (e.g., plats, deeds, prescriptions, certified surveys, transfers, easements). Provide information for verifying ownership (e.g., book / page number, transfer agreements, dates, etc.). If ROW acquisition is necessary before constructing the proposed project and / or the applicant agency is not the landowner, indicate the necessary coordination with other owners for all fee-simple purchases and / or any less-than fee / lease needs (including temporary construction and / or other easements and / or permits for drainage, railroad, utilities, etc.) necessary to secure ROW certification. Indicate the proposed acquisition timeline, expected funding source, the total number of parcels, type of acquisition, limitations on fund use or availability, and who will acquire and retain ownership of proposed land.**

The City owns the 60FT ROW. The ROW was recorded in 1911.

REQUIRED UPLOAD for Infrastructure (not applicable for NI): OWNERSHIP / ROW STATUS SUPPORTING DOCUMENTATION including applicable ROW Certification including ownership verification documenting site control and related landowner supporting documentation. Site control documents must include an adequate legal description of the parcel(s) comprising the project site, such that staff can compare it to the boundary map submitted with the application and evaluate whether there is control of the project site (e.g., ROW Certification, ROW maps, plats, warranty deeds, prescriptions, certified surveys, easements, use agreement, etc.). Maps should clearly show the location of each ownership in relation to the project boundary and / or limits. NOTE: provide map documentation on 8.5" x 11" scale. DO NOT provide reduced copies of original plats and or maps that cannot be read at scale. If applicable, an exhibit visually depicting the new ROW anticipated for the project, together with a spreadsheet providing the tax identification number(s) of each impacted parcel and the approximate size of the new acquisition area for each impacted parcel.

PART 12 – PROJECT IMPLEMENTATION AND COSTS

Complete either the Infrastructure Table Summary with the overall project programming (phases, schedule, and estimated costs for the proposed work) or the NI Cost Narrative Table. Then, upload supporting documentation.

Not all phase types may be eligible for TA funds, and not all areas prioritize all phases. Local agencies are responsible for covering all unanticipated cost increases, including but not limited to price inflation and increases in the cost of construction; account for them using local funds. FDOT does not allow programming TA funds for contingency costs. The local agency must have the ability to pay for non-participating costs (e.g., utility relocation). Chapter 337.14, F.S. prohibits an entity from performing both design services and construction engineering inspection services (CEI) for a project wholly or partially funded by the FDOT and administered by a local government entity.

REQUIRED UPLOAD: PROJECT IMPLEMENTATION AND COSTS SUPPORTING DOCUMENTATION.

- 1) Either provide a detailed engineer cost estimate if the project is designed or if the project has not been designed or is a NI project, provide a detailed opinion of probable costs (including all pay items and a timeline for deliverable).
- 2) As applicable, letter from local agency budget office committing local funds to the project.

*** Note: Applications for NI Projects to skip to page 15.***

Infrastructure Project Phases / Work Types	Select phase(s) included in this request	INFRASTRUCTURE Table Summary						
		Overall Project Programming (Cost Summary and Schedule)						
		Schedule (Month/Year)		Funding sources and costs (\$)				Total Cost Estimate (\$)
		Start (mm/yy)	End (mm/yy)	Federal Funds		Non-Federal / Local Funds		
TA Program (\$)	Other Federal (\$)			Non-TA/ Local Funds (\$)	Other (\$)			
Planning Development (Corridor or Feasibility)	<input type="checkbox"/>							\$ 0.00
PD&E	<input type="checkbox"/>							\$ 0.00
Preliminary Engineering / Design (PE)	<input checked="" type="checkbox"/>	07/26	12/26	\$ 50,000.00				\$ 50,000.00
Environmental Assessment (associated with PE)	<input type="checkbox"/>							\$ 0.00
Permits (associated with PE)	<input type="checkbox"/>							\$ 0.00
ROW	<input type="checkbox"/>							\$ 0.00
Construction	<input checked="" type="checkbox"/>	07/27	02/28	\$ 375,044.76				\$ 375,044.76
CEI	<input checked="" type="checkbox"/>	07/27	02/28	\$ 40,000.00				\$ 40,000.00
Other costs (describe)	<input type="checkbox"/>							\$ 0.00
Total Infrastructure Project Cost Estimate								\$ 465,044.76

*** Note: applications for infrastructure projects do not need to fill out this page***

NI Cost Narrative Table

Below each item, explain how the item will support the program, and other appropriate details.

Budget Item	Requested Funds
Personnel Services	
(List titles and totals in first boxes below)	
In Narrative, include numbers of hours, hourly rates, who this person is, and whether it's a new position or new hours and duties added to an existing position.	
Narrative:	
Narrative:	
Narrative:	
Expenses	
Materials and Supplies:	
Educational items:	
Promotional Items:	
Other Expenses:	
Operating Capital Outlay	
Equipment:	
Total NI Project Cost Estimate	\$ 0.00

FDOT Transportation Alternatives Program:

<https://www.fdot.gov/planning/systems/systems-management/tap>

FDOT Local Programs Manual:

<https://www.fdot.gov/programmanagement/lap/lap-toc.shtm>

FDOT Office of Environmental Management PD&E Manual:

<https://www.fdot.gov/environment/pubs/pdeman/pdeman-current>

FDOT Context-Based Solutions

<https://www.fdot.gov/roadway/context-based-solutions>

Florida Safe Routes to School Guidelines:

<https://www.fdot.gov/safety/2A-Programs/Safe-Routes.shtm>



TRANSPORTATION ALTERNATIVES PROGRAM CERTIFICATION OF PROJECT SPONSOR

PROJECT NAME: Carolina Ave. sidewalk project

LOCATION: Carolina Ave., from SR390 to West 14th St.

PROJECT LIMITS: (from south or west limit) West ROW line of SR390

(to north or east limit) South ROW line of West 14th St.

By checking the box you agree to do the following:

- Enter into a maintenance agreement with the Florida Department of Transportation (FDOT), as necessary, prior to the design phase.
- Comply with the **Federal Uniform Relocation Assistance and Acquisition Policies Act** for any Right of Way actions required for the project.
- Provide any required funding match, incur any additional expenses beyond the approved project costs in the LAP agreement, and are responsible for any non-participating items (e.g. utility relocations).
- Pursue or retain LAP certification and enter into a LAP agreement with FDOT.
- Comply with NEPA process prior to construction, including any necessary involvement with the State Historic Preservation Officer (SHPO), and other State and/or Federal agencies, prior to construction.

I further certify that the estimated costs included herein are reasonable and agree to follow through on the project once programmed in the FDOT's Work Program. I fully understand that significant increases in these costs could cause the project to be removed from the FDOT's Work Program.

* Signature

Chris Lightfoot

Name (please type or print)

Interim City Manager

Title

1/13/26

Date

* This should be executed by person who has signatory authority for sponsor and is authorized to obligate services and funds for that entity (generally chairman of the board or council).

City of Lynn Haven Sidewalks

City of Lynn Haven Sidewalks Phase 1

Cost Estimate for Sidewalk Between SR390 and 17th St.

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID PRICE
GENERAL COSTS					
1	Bonds and Insurance (1.5% of Bid Max)	1	LS	\$4,132.82	\$4,132.82
2	Lab and Materials Testing	1	LS	\$979.92	\$979.92
3	Maintenance of Traffic	1	LS	\$3,346.08	\$3,346.08
4	As-Built Surveys	1	LS	\$2,939.77	\$2,939.77
5	Erosion Control (Silt Fence)	1500	LF	\$4.05	\$6,075.00
Subtotal General Costs					\$17,473.59
SITE WORK COSTS					
1	Clearing and Grubbing	1	LS	\$1,673.00	\$1,673.00
2	Survey (By Owner)	1	LS	\$1,000.00	\$1,000.00
3	Import Fill	96	CY	\$27.50	\$2,640.00
4	Grading and Density	1	LS	\$5,000.00	\$5,000.00
5	Performance Turf (Sod)	834	SY	\$5.00	\$4,170.00
Subtotal Site Work Construction Costs					\$14,483.00
CONSTRUCTION COSTS					
1	Thermoplastic Striping (Crosswalks)	2	EA	\$1,000.00	\$2,000.00
2	Modify Existing Inlets	3	EA	\$1,100.00	\$3,300.00
3	Prefabricated Aluminum Pedestrian Bridge	40	LF	\$2,500.00	\$100,000.00
4	Concrete Sidewalk and Driveways	1000	SY	\$85.00	\$85,000.00
5	Detectable Warning Mat	5	EA	\$350.00	\$1,750.00
Subtotal Construction Costs					\$192,050.00
ENGINEERING COSTS					
1	Design	1	LS	\$30,000.00	\$30,000.00
2	CEI	1	LS	\$25,000.00	\$25,000.00
Subtotal Engineering Costs					\$55,000.00
10% CONTINGENCY					\$27,900.66
TOTAL SIDEWALK CONSTRUCTION COST					\$306,907.25
Notes:					
*This cost estimate is based on the documents provided by the City of Lynn Haven.					

City of Lynn Haven Sidewalks

City of Lynn Haven Sidewalks Phase 2

Cost Estimate for Sidewalk Between 17th St. and 14th St.

ITEM	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID PRICE
GENERAL COSTS					
1	Bonds and Insurance (1.5% of Bid Max)	1	LS	\$4,513.04	\$4,513.04
2	Lab and Materials Testing	1	LS	\$1,070.08	\$1,070.08
3	Maintenance of Traffic	1	LS	\$3,653.92	\$3,653.92
4	As-Built Surveys	1	LS	\$3,210.23	\$3,210.23
5	Erosion Control (Silt Fence)	1638	LF	\$4.05	\$6,633.90
Subtotal General Costs					\$19,081.17
SITE WORK COSTS					
1	Clearing and Grubbing	1	LS	\$1,827.00	\$1,827.00
2	Survey (By Owner)	1	LS	\$1,000.00	\$1,000.00
3	Import Fill	104	CY	\$27.50	\$2,860.00
4	Grading ad Density	1	LS	\$6,000.00	\$6,000.00
5	Performance Turf (Sod)	910	SY	\$5.00	\$4,550.00
Subtotal Site Work Construction Costs					\$16,237.00
CONSTRUCTION COSTS					
1	Thermoplastic Striping (Crosswalks)	4	EA	\$1,000.00	\$4,000.00
2	Modify Existing Inlets	1	EA	\$1,100.00	\$1,100.00
3	Pipe Handrail - Guardrail	100	LF	\$150.00	\$15,000.00
4	Concrete Sidewalk and Driveways	1092	SY	\$85.00	\$92,820.00
5	Detectable Warning Mat	8	EA	\$350.00	\$2,800.00
Subtotal Construction Costs					\$115,720.00
ENGINEERING COSTS					
1	Design	1	LS	\$20,000.00	\$20,000.00
2	CEI	1	LS	\$15,000.00	\$15,000.00
Subtotal Engineering Costs					\$35,000.00
10% CONTINGENCY					\$18,603.82
TOTAL SIDEWALK CONSTRUCTION COST					\$204,641.99
Notes:					
*This cost estimate is based on the documents provided by the City of Lynn Haven.					



August 26, 2024

Re: New Sidewalk along Carolina and West 14 Street

To Whom It May Concern:

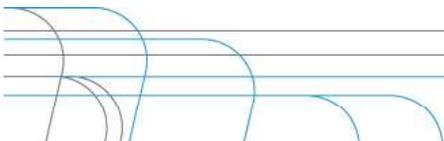
JENSEN USA Inc. enthusiastically supports the new sidewalk along Carolina Avenue and West 14th Street. The new sidewalk would benefit our community by providing safe pedestrian and bike routes to park areas. Along with a great addition to the existing sidewalk network, it would also create better and safer connectivity between the City's downtown area and the residential area.

Yours Sincerely,

A handwritten signature in blue ink, appearing to read "Tony Biela".

Tony Biela

President – JENSEN USA Inc.





September 09, 2024

Re: City of Lynn Haven Sidewalk Improvements

To Whom it May Concern:

The Bay County Chamber of Commerce fully supports the proposed sidewalk improvements for the City of Lynn Haven. Constructing a sidewalk on Carolina Avenue and West 14th Street will enhance the current sidewalk network and create many benefits including safety, mobility, and a more attractive community in which to live.

The Bay County Chamber of Commerce believes that safe, healthy, and attractive communities are a vital tool in retaining and recruiting businesses. Projects like these are important for Bay County to be competitive in the job market with today's economy.

You have full support of the Chamber as you seek funding for this program, and if there is anything else we can do, please let us know.

Sincerely,

Patrick W. Chapin
President/CEO

P.O. Box 1850 - Panama City, Florida 32402
Phone: 850.785.5206 - Fax: 850.763.6229 - www.panamacity.org



LYNN HAVEN ELEMENTARY

Soaring to Educational Excellence
Since 1913

Stacie Anderson
Principal

Stefanie Bohannon
Assistant Principal

August 26, 2024

RE: City of Lynn Haven Sidewalk Improvements

To Whom It May Concern:

Lynn Haven Elementary fully supports all sidewalk improvements in our neighborhood. These improvements will benefit not only our students, but all community stakeholders.

Many of the students who attend Lynn Haven Elementary live within two miles of our school and can be considered "walkers." However, our parents are hesitant to allow their children to walk to school due to the lack of sidewalks surrounding the school and extending through the neighborhood, including the proposed Carolina Avenue project. As a result, they use our car loops for student drop-off and pick-up, creating a tremendous amount of traffic during our peak arrival and dismissal times. Managing this traffic, and associated safety concerns, has been a major undertaking for both the school and the Lynn Haven Police Department. Sidewalks providing safe pedestrian and bicycle routes for children and families would significantly improve the traffic flow.

Improving our sidewalks will also increase connectivity between our schools, city parks, commercial areas, and residential areas. Many of our Lynn Haven families would love to enjoy the benefit of living close enough to walk to these areas!

As you know, the success of our schools, including Lynn Haven Elementary, benefits everyone. Thank you for considering this proposal to improve access and impact our success.

Sincerely,

Stacie Anderson, Principal
Lynn Haven Elementary

andersl@bay.k12.fl.us
850-767-1454



BOARD OF DIRECTORS

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Chris Young

Honorary Board Member
Jason Tunnell

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Ron Sharpe

Chief Operating Officer
Joan White

The Arc of the Bay
St. Andrew Bay Center, Inc.

Contact Information
1804 Carolina Avenue
Lynn Haven, FL 32444
Phone: (850) 265-2951
Fax: (850) 248-2952
www.bayarc.org

August 23, 2024

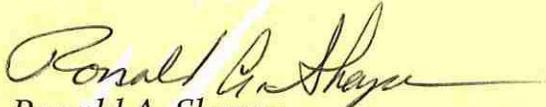
RE: City of Lynn Haven Sidewalk Improvements

To Whom It May Concern:

The St. Andrew Bay Center, Inc., dba, The Arc of the Bay fully Supports the proposed sidewalk improvements in the City of Lynn Haven. The installation of ADA compliant sidewalks would greatly benefit our community by providing safe pedestrian and bike routes to the three of the City's major park areas. These sidewalks would be a great addition to the existing sidewalk network. It would also create better and safer connectivity between the City's historic downtown area and residential districts.

The Arc of the Bay believes that this is a great opportunity to create safe recreational routes for the community within the City of Lynn Haven.

Most sincerely,


Ronald A. Sharpe
President/CEO,
The Arc of the Bay



Lynn Haven Police Department

Chief of Police Ricky Ramie

108 East 9th Street, Lynn Haven, FL, 32444

850-265-4111



Memorandum

To: Bend Janke, CRA Director

From: Deputy Chief Charles S. Enfinger

Date: 08/23/2024

RE: Sidewalk Improvements

A handwritten signature in blue ink that reads "Charles S. Enfinger".

The Lynn Haven Police Department is in full support of the proposed sidewalk improvements along Carolina Avenue and West 14th Street. Both of these streets are heavily used streets that cut through residential neighborhoods by motorists to get to Mowatt Middle School and an industrial area where many people are employed. Residents in these neighborhoods will benefit tremendously from sidewalks along these streets not only in terms of pedestrian safety but also in the smooth flow of traffic not being bogged down with pedestrians in the streets.

In conclusion, the Lynn Haven Police Department is in full support of satisfying this need for sidewalks.

cc:



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

15

Department: CMO

Prepared By: Chris Lightfoot

Agenda Title: Resolution 2026-01-507 To reschedule 01/27/26 Commission Meeting

Requested Action: Approval

I. Report in Brief:

There is a regularly scheduled City Commission Meeting on January 27, 2026 that presents a conflict for the Mayor and Commissioners who are attending the Florida League of Cities Days in Tallahassee on January 26th-28th.

Background:

The Florida League of Cities is hosting events January 26th-28th that is beneficial for elected officials to attend. In order to attend the entire session, the regularly scheduled commission meeting will need to be rescheduled to Thursday, January 29, 2026 at 5:30PM. This will allow the elected officials to attend and still hold a regular meeting during the correct week.

Recommendation:

Approve Resolution 2026-01-507 To reschedule the regular city commission meeting from 01/27/26 at 5:30PM to 01/29/26 at 5:30 PM



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: N/A

Project #: N/A

III. Advertised: N/A

Date: N/A

How/Means: N/A

IV. Alternatives:

Keeping the city commission meeting on the regularly scheduled day and the city will forego the attendance of the Florida League of Cities day in Tallahassee.

V. Attachments:

Resolution 2026-01-507

RESOLUTION 2026-01-507

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, RELATED TO MEETING TIMES; RESCHEDULING THE COMMISSION'S SECOND JANUARY MEETING TO JANUARY 29, 2026; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, at its regular Commission meeting on September 23, 2025, a majority of the Commission voted to hold all of its regular meetings at 5:30 p.m. for the foreseeable future, and on October 14, 2025, adopted Resolution 2025-10-476 formally adopting those meeting times for the second and fourth Tuesdays; and

WHEREAS, a majority of the Commission has confirmed an intention to attend the Legislative Action Days in Tallahassee on January 26-28, such that a quorum will not be available for the City's regular meeting on this fourth Tuesday; and

WHEREAS, Section 2-41 of the City's Code of Ordinances provides that the City Commission shall meet at such times as prescribed by resolution;

WHEREAS, the Commission finds and determines this Resolution is necessary and appropriate to reschedule its second regular meeting in January 2026.

NOW THEREFORE BE IT RESOLVED, by the City Commission of the City of Lynn Haven, that it shall hold a regular business meeting on January 29, 2026 at 5:30 p.m. to consider any business of the City properly brought before it.

AND BE IT FURTHER RESOLVED that the January 29 meeting shall be held in lieu of the meeting previously scheduled for January 27, 2026, which shall be cancelled.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED, ADOPTED AND APPROVED in regular session this 13th day of January, 2026.

CITY OF LYNN HAVEN, FLORIDA

Jesse Nelson, Mayor

(SEAL)

Attest:

By: _____
Chris Lightfoot, Interim City Manager



Department: Lynn Haven CRA

Prepared by: Cory Bracy

Agenda Title: TN Ave Sidewalk Construction Award

Staff Recommends: To approve Resolution 2026-01-509 Awarding the contract for Tennessee Ave. Sidewalk construction project to BCL Civil Contractors in the amount of \$623,137.69.

I. Report in Brief:

The Lynn Haven CRA department has a requirement for Tennessee Avenue to include approximately 4,650 linear feet of additional sidewalk to be constructed roadside. Requesting the award of the Tennessee Ave. sidewalk construction project between 12th and 14th St. to the lowest responsive bidder BCL Civil Contractors.

Background:

The Invitation for Bid (IFB 25.26-02) was advertised on the Bay County Column publication, the City of Lynn Haven website, and on the OpenBids platform on November 3, 2025. Responses to the IFB were due no later than 12/11/25 at 1pm CDT, the ITB closed with six (6) bids received ranging from \$623,137 to \$1,253,000. Of the six (6) bids received, BCL Civil Contractors was the low bidder at \$623,137.69. This project is 100% funded through an FDOT Transportation Alternative Grant.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$1,177,304.00

Project #: 23022

III. Advertised: Yes **Date:** 11/03/2025 **Where:** COLH Website, Bay County Colum

Background Cont.:

N/A

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-01-509, Service Contract, Bid Tabulation, Project Location Map, FDOT Concurrence, Scope of Work/Project Schedule, Awardee Bid Form, Proof of Responsive Receipt

RESOLUTION 2026-01-509

**A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA,
APPROVING AN AGREEMENT WITH BCL CIVIL CONTRACTORS,
RELATING TO THE TENNESSEE AVENUE SIDEWALK PROJECT,
IN THE TOTAL AMOUNT OF \$623,137.69.**

WHEREAS, the City has requested bids for the Tennessee Avenue Sidewalk Project; and

WHEREAS, the City received six bids that were timely and fully responsive to the City's request; and

WHEREAS, Staff recommends the City enter an agreement with BCL Civil Contractors.

NOW THEREFORE BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and BCL Civil Contractors relating to the Tennessee Avenue Avenue Sidewalk Project for the total bid amount of Six Hundred Twenty Three Thousand, One Hundred Thirty Seven and 69/100 Dollars (\$623,137.69) in substantially the form attached as Exhibit A and presented to the Commission today, with such changes, insertions or omissions as may be approved by the Mayor and Interim City Manager and whose execution shall be conclusive evidence of such approval.

PASSED AND ADOPTED this _____ day of January 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

City Manager

DOCUMENT 00520 – **DRAFT** AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION
 CONTRACT – BIDDERS – DO NOT SIGN THE DRAFT AGREEMENT

THIS AGREEMENT is by and between the CITY OF LYNN HAVEN, a political subdivision of the State of Florida, by and through its City Commission, situated at 825 Ohio Ave., Lynn Haven, FL 32444 (“OWNER”) and

_____ of _____ (address), certified to do business in the state of Florida (“CONTRACTOR”).

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The WORK is generally described as follows: Tennessee Ave. Sidewalk LAP Project.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Tennessee Ave. sidewalk Project Description and Scope of Work.

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the WORK has been designed by Dewberry Engineers

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days

A. The Work will be substantially completed within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 285 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Section 337.18(2) of the Florida Statutes, requires the OWNER adopt regulations for the determination of default and provisions that the Contractor pay liquidated damages (daily

charge per calendar day) for any failure of the Contractor to complete the Contract work within the Contract Time.

- B. Applicable liquidated damages are based on the total award of the contract.
- C. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay.
 - 1. Substantial Completion: CONTRACTOR shall pay OWNER \$1,685 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1,685 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 - 4. Contractor specifically acknowledges that the liquidated damages is not a penalty and waives any right to argue such at a later time.

ARTICLE 5 – CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents the amounts equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:

- A. For all Work, at the prices stated in CONTRACTOR’s Bid, attached hereto as an exhibit.

As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in Paragraph 10.06 of the General Conditions. Unit prices have been computed as proved in Paragraph 13.03 of the General Conditions.

Contract Amount of: _____

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment in accordance with § 218.70-218.79 F.S. (Local Government Prompt Payment Act) and Article 9-5 of Attachment D to the Supplementary Conditions less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 1% percent per month in accordance with § 218.735 F.S. (Local Government Prompt Payment Act).

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all Federal, State and Local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has carefully studied all, if any: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-

related reports, if any, and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR's safety precautions and programs.

- F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Bid Form with Attachments (pages 00410-1 to 00410-33, inclusive).
 - 2. This Agreement (pages 00520-1 to 00520-13, inclusive).
 - 3. Performance bond (pages 00610-1 to 00610-3, inclusive).
 - 4. Payment bond (pages 00620-1 to 00620-3, inclusive).
 - 5. EJCDC General Conditions (pages 00700-1 to 00700-66, inclusive).
 - 6. Supplementary Conditions (pages 00800-1 to 00800-110, inclusive).
 - 7. Summary of Work (page 01010-1, inclusive).
 - 8. Project Coordination (pages 01040-1 to 01040-3, inclusive).
 - 9. Project Closeout (pages 01700-1 to 01700-3, inclusive).
 - 10. Record Documents (pages 01750-1 to 01750-3, inclusive).
 - 11. Drawings consisting of 16 sheets with each sheet bearing the following general title: Tennessee Ave. Sidewalk from West 5th St. to West 14th St., (incorporated by reference).
 - 12. Addenda (numbers _____ to _____, inclusive).
 - 13. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

-
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Contractor's Application for Payment
 - d. Change Orders.
 - e. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 9.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 CONTRACTOR's Certifications

- A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Independent CONTRACTORS

- A. CONTRACTOR enters into the Contract as, and shall continue to be, an independent CONTRACTOR. All services shall be performed only by CONTRACTOR and CONTRACTOR’s employees. Under no circumstances shall CONTRACTOR or any of CONTRACTOR’s employees look to the OWNER as his/her employer, or as partner, agent or principal. Neither CONTRACTOR, nor any of CONTRACTOR’s employees, shall be entitled to any benefits accorded to the OWNER’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. CONTRACTOR shall be responsible for providing, at CONTRACTOR’s expense, and in CONTRACTOR’s name, unemployment, disability, worker’s compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Contract.

10.07 Audit Provision

- A. The OWNER and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the CONTRACTOR with the terms, conditions, obligations, limitations, restrictions and requirements of this Agreement and such right shall extend for a period of five (5) years after termination of this Agreement.
- B. Pursuant to § 20.055(5), Florida Statutes, the OWNER, its contractors and subcontractors have a duty to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. By entering into the Agreement, the CONTRACTOR understands and agrees to comply with this requirement and will incorporate in all subcontracts the obligation to comply with § 20.055(5), Florida Statutes.

10.08 Third Party Beneficiaries

- A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a part to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provision of this Agreement.

10.09 Federal Regulations for Title VI Clauses with Nondiscrimination Requirements

- A. During the performance of this CONTRACT, the contractor, its assignees and successors in interest (hereinafter collectively referred to as the “contractor” shall comply with the Federal

Regulations for Title VI Clauses for Compliance with Nondiscrimination Requirements as set forth herein.

1. **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and **REGULATIONS** relative to nondiscrimination on the grounds of race, color, national origin, or sex.
4. **Information and Reports:** The contractor will provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the on-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt **REGULATIONS** or directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the

sponsor or the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Florida Department of Transportation to enter into any litigation to protect the interests of the Florida Department of Transportation. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

10.10 Federal Fair Labor Standards Act (Federal Minimum Wage)

- A. The CONTRACTOR agrees to comply with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), General Decision # FL20250239 as of 1/3/25, Bay County, FL, Highway Construction Type, with the same force and effect as if

given in full text and will include this provision in any subcontracts. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

- B. The CONTRACTOR has full responsibility to monitor compliance to the referenced statute or regulation. The CONTRACTOR must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

10.11 Occupational Safety and Health Act of 1970

- A. The CONTRACTOR agrees to comply with the requirements of 29 CFR Part 1910, incorporated by reference. CONTRACTOR must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The CONTRACTOR retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). CONTRACTOR must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

10.12 Federal Provisions Related to Grant Funds That Will Be Used to Fund the Services and Goods Under this Contract

- A. In addition to other Federal Provisions provided herein, Contractor shall comply with the provisions set forth in Attachment R in the Bid Form and Attachments Section 00410.

10.13 E-Verify

- A. Enrollment and verification requirements.
 - 1. If the CONTRACTOR is not enrolled as a Federal Contractor in E-Verify at time of contract award, the CONTRACTOR shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of Contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); and,
 - c. Verify employees assigned to the Contract. For each employee assigned to the Contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
 - 2. If the CONTRACTOR is enrolled as a Federal Contractor in E-Verify at time of Contract award, the CONTRACTOR shall use E-Verify to initiate verification of employment eligibility of
 - a. All new employees.
 - 1) Enrolled ninety (90) calendar days or more. The CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the Contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section); or

- 2) Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the CONTRACTOR shall initiate verification of all new hires of the CONTRACTOR, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (3.) of this section; or
 - b. Employees assigned to the Contract. For each employee assigned to the Contract, the CONTRACTOR shall initiate verification within ninety (90) calendar days after date of Contract award or within thirty (30) days after assignment to the Contract, whichever date is later (but see paragraph (4.) of this section.)
3. If the CONTRACTOR is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the CONTRACTOR may choose to verify only employees assigned to the Contract, whether existing employees or new hires. The CONTRACTOR shall follow the applicable verification requirements of (1.) or (2.), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the Contract.
4. Option to verify employment eligibility of all employees. The CONTRACTOR may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the Contract. The CONTRACTOR shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
 - a. Enrollment in the E-Verify program; or
 - b. Notification to E-Verify Operations of the CONTRACTOR's decision to exercise this option, using the Contract information provided in the E-Verify program Memorandum of Understanding (MOU)
5. The CONTRACTOR shall comply, for the period of performance of this Contract, with the requirements of the E-Verify program MOU.
 - a. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the CONTRACTOR's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the CONTRACTOR, will be referred to a suspension or debarment official.
 - b. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the CONTRACTOR is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the CONTRACTOR, then the CONTRACTOR must re-enroll in E-Verify.
 - c. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>
 - d. Individuals previously verified. The CONTRACTOR is not required by this clause to perform additional employment verification using E-Verify for any employee-

- 1) Whose employment eligibility was previously verified by the CONTRACTOR through the E-Verify program;
 - 2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top-secret information in accordance with the National Industrial Security Program Operating Manual; or
 - 3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.
6. Subcontracts. The CONTRACTOR shall include the requirements of this clause, including this paragraph (appropriately modified for identification of the parties in each subcontract) that -
- a. Is for
 - 1) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - 2) Construction;
 - b. Has a value of more than \$3,500; and
 - c. Includes work performed in the United States.
7. Record Retention
- a. All records should be maintained for a period of five (5) years after completion of this contract.
8. Federal-aid Project Requirements
- a. This is a Federal Aid Project and is subject to all provisions for Federal Aid Construction Contract, Form FHWA 1273
 - b. The Contractor shall be responsible for including these requirements in all subcontracts.
 - c. Form FHWA 1273 is found as Attachment B to Section 00800, Supplementary Conditions.
 - d. Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative

procurement program for procurement of recovered materials identified in the EPA guidelines.

9. Conflict of Interest

- a. No member, officer or employee of the City of Lynn Haven during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract, any subcontract, or the proceeds thereof.
- b. The CONTRACTOR shall include the CONFLICT-OF-INTEREST clause in 9a. in any and all subcontracts.

10.14 Other Provisions

- A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
- B. The individual signing this Agreement on behalf of CONTRACTOR represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The CONTRACTOR represents and warrants to the OWNER that the execution and delivery of the Agreement and the performance of CONTRACTOR’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the CONTRACTOR and enforceable in accordance with its terms.
- C. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the OWNER to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the OWNER thereafter to enforce such provisions.
- D. All notices required by this Agreement shall be in writing to the representatives listed below:

AUTHORIZED REPRESENTATIVES:

OWNER:

CONTRACTOR:

Chris Lightfoot, Interim City Manager

Address

Address

City of Lynn Haven

825 Ohio Ave.

Lynn Haven, FL 32444

Phone

Phone

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

Chris Lightfoot, Interim City Manager
City of Lynn Haven

CONTRACTOR:

By: _____

Title: _____

(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____

**END OF DOCUMENT 00520 – DRAFT AGREEMENT BETWEEN OWNER & CONTRACTOR
FOR CONSTRUCTION CONTRACT**



RFQ NUMBER 25.26-02

**Bid Opening Name: TENNESSEE AVE. SIDEWALK PROJECT
TRANSPORTATION ALTERNATIVE LAP PROJECT**

BID OPENING December 11, 2025 at 1:00PM, CST

Bid opening began at 1:00pm and concluded at 1:24pm.

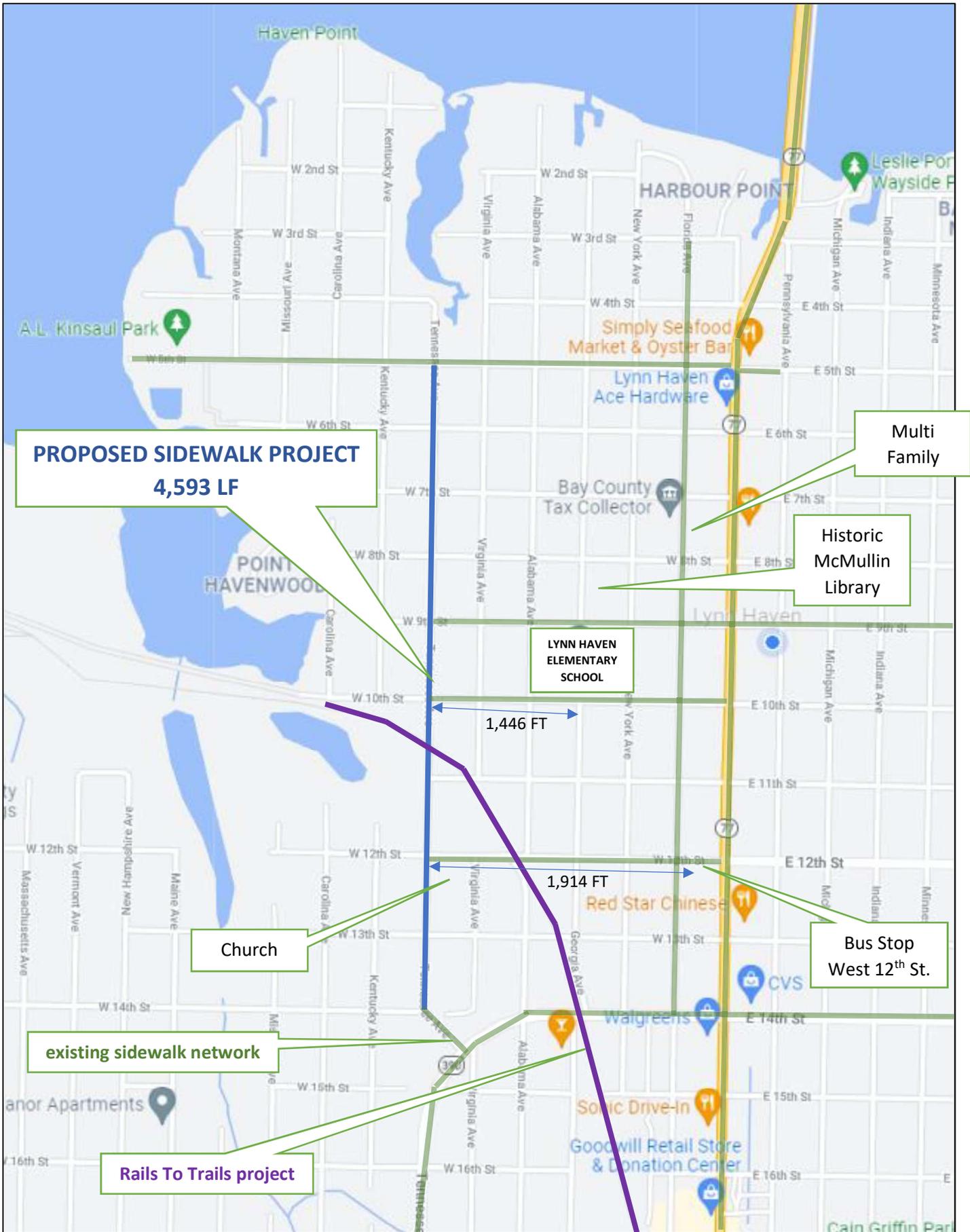
Bid Tabulation

Respondent Name	Date/Time Bid Received	Paper (P) or OpenBids (OB)	Bid/Proposal Form	Drug-Free Workplace Form	Conflict of Interest Certification	E-Verify Form	Cone of Silence Clause	Indemnification and Hold Harmless Acknowledgment	Recycled Content	List of References	FDOT Forms	Anti-Human Trafficking Affidavit	Certificate of Good Standing for the State of Florida	Public Entity Crimes Statement	Federal Provisions Related to Grant Funds	Total	Responsive Bid - Minimum Requirements Provided
850 Construction	12/11 @ 1143	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$818,659.89	Y
Gulf Coast Utility Contractors	12/11 @ 1238	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$987,299.25	Y
BCL Civil Contractors	12/11 @ 1237	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$623,137.69	Y
AJ General Construction	12/11 @ 1218	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$997,680.75	Y
ECSC, LLC	12/11 @ 0944	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$982,373.41	Y
C.W. Roberts	12/11 @ 0836	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	\$1,253,036.00	Y

192

- Required FDOT Forms:
- 275-030-11 DBE Bid Package Information
 - 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - 375-030-33 Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts
 - 375-030-34 Disclosure of Lobbying Activities
 - 525-010-46 LAP Certification of Current Capacity
 - 575-060-13 Non-Collusion Declaration and Compliance with 49 CFR

Tennessee Ave. sidewalk - Project Location Map





RE: 451723-1 Tennessee Ave sidewalk project - IFB sidewalk construction

From Showalter, Maria <Maria.Showalter@dot.state.fl.us>
Date Mon 12/15/2025 9:30 AM
To Ben Janke <bjanke@cityoflynnhaven.com>
Cc Cory Bracy <cbracy@cityoflynnhaven.com>; Chris Lightfoot <clightfoot@cityoflynnhaven.com>; Kiki Roman <kroman@cityoflynnhaven.com>; Castells, Dustin <Dustin.Castells@dot.state.fl.us>

Ben,

We have reviewed the Bid tab summary and agree with the FDOT pre-qualified, lowest bidder BCL. We have also verified that the bid of \$623,138 is under the award amount \$1,353,059. We will initiate a SA to release these excess funds once the Professional Services information is received and reviewed.

We have uploaded the required documents under the tracking tab and have set up the Local Agency Contract Screen. As of November 20, 2025, DBE reporting is no longer a requirement. Therefore, this contract screen will only be used for contract tracking purposes only and will not require EOC reporting.

We will need the Public Ad, signed addendums and the Vendor Eligibility uploaded before we can issue the Letter of Concurrence.

Please let me know if you have any questions.

Thank you,

Maria Showalter

Florida Department of Transportation
D3 Local Programs Administrator
1074 Highway 90, Chipley, Florida 32428
850-330-1227

maria.showalter@dot.state.fl.us

MS Teams Call or [Chat](#)

[File Transfers Application](#) ****_AP**GAP**D3LP**



From: Showalter, Maria
Sent: Monday, December 15, 2025 9:05 AM
To: Ben Janke <bjanke@cityoflynnhaven.com>
Cc: Cory Bracy <cbracy@cityoflynnhaven.com>; Chris Lightfoot <clightfoot@cityoflynnhaven.com>; Kiki Roman <kroman@cityoflynnhaven.com>; Castells, Dustin <Dustin.Castells@dot.state.fl.us>
Subject: RE: 451723-1 Tennessee Ave sidewalk project - IFB sidewalk construction

Received and reviewing. We will respond once review is complete.

PROJECT MANUAL

**TENNESSEE AVE. SIDEWALK PROJECT
TRANSPORTATION ALTERNATIVE LAP Project**

LYNN HAVEN, FLORIDA

FINANCIAL PROJECT ID: 451723-1-58-01

(FEDERAL AID PROJECT NUMBER D325-064-B)

CITY OF LYNN HAVEN COMMISISONERS

Mayor Jessee Nelson

Sam Peebles

Pat Perno

Jamie Warrick

Judy Tinder

CHRIS LIGHTFOOT

Interim City Manager

BERND "BEN" JANKE, AICP

CRA Director

BOBBY BAKER

Chief Infrastructure Director

RICHARD PFUNTNER, PE

Engineer of Record

DOCUMENT 00010 – TABLE OF CONTENTS

DIVISION 0 – CONTRACT AND BIDDING DOCUMENTS

00020	ADVERTISEMENT FOR BIDS
00100	INSTRUCTIONS TO BIDDERS
00410	BID FORM WITH ATTACHMENTS
00430	BID BOND
00510	NOTICE OF INTENT
00520	DRAFT AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
00610	PERFORMANCE BOND
00620	PAYMENT BOND
00700	GENERAL CONDITIONS
00800	SUPPLEMENTARY CONDITIONS
	ATTACHMENT A – REQUIRED CONTRACT PROVISIONS; FEDERAL AID CONSTRUCTION CONTRACTS (FHWA-1273)
	ATTACHMENT B – WAGE RATE DECISION FL20250261 (DATED 01/03/2025)
	ATTACHMENT C – SPECIFICATIONS PACKAGE

DIVISION 1 – GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01040	PROJECT COORDINATION
01700	PROJECT CLOSE-OUT
01750	RECORD DOCUMENTS

DOCUMENT 00020 – ADVERTISEMENT FOR BIDS

**CITY OF LYNN HAVEN COMMISSIONERS
LYNN HAVEN, FLORIDA**

INVITATION FOR BIDS

**Tennessee Ave. Sidewalk LAP Project
BID # COLH 25.26-02**

Notice is hereby given that the City Commission of Lynn Haven, FL (The City), will accept bids until 1:00 PM (CST) **December 11, 2025**, for the construction of the Tennessee Ave. sidewalk project. The Project consists of the construction of a 5-foot-wide sidewalk along the east right of way line of Tennessee Ave. between West 14th St. and West 5th St. The work primarily consists of the construction of a new ADA compliant concrete sidewalk. All proposed improvements shall be located within the existing right-of-way. Interested respondents desiring consideration shall download the bid information and instructions by following this link: <https://www.cityoflynnhaven.com/Bids.aspx>

The anticipated schedule for this project is as follows: (Dates are subject to change)

EVENT	DATE, TIME & TIME ZONE
Proposal Advertised & Posted on Website (IFB issue date)	November 3, 2025
Deadline for Written Questions from Respondents	November 17, 2025, 12:00 Noon CST
Response to Written Questions Via Addendum	December 1, 2025, 4:30 PM CST
Proposal Due Date	December 11, 2025, 1:00 PM CST
Proposals reviewed for completion.	Dec 12 – Dec 19, 2025
Proposals submitted to FDOT for Review	December 19, 2025
Proposals presented to City Commission for Discussion and possible Award.	January 13, 2026
Finalize and Execute Agreement; Issue Notice of Award	Jan 14 – Jan 21, 2026
Issue Notice to Proceed	January 26, 2026
Duration of Construction	Jan 26 – Sept 19, 2026

Unless otherwise stipulated in the bid/proposal description, all responses must be submitted in writing only. No other means of submission of responses will be accepted. Responses will be accepted by December 11, 2025, until 1:00 p.m. (CST) at Lynn Haven City Hall, 825 Ohio Ave., Lynn Haven, FL 32444, at which time all bids that are timely submitted will be opened and reviewed.

The City reserves the right to award the bid to the lowest responsive respondent contingent upon FDOT approval and to waive any irregularity or technicality in bids received. The City shall be the sole judge of the bid and the resulting Agreement that is in its best interest and its decision shall be final.

Bids will only be received from Contractors prequalified for work class Sidewalk (40), Drainage (7), as well as contractors and/or subcontractors qualified for work class Grassing – Seeding and Sodding (12). Bids shall be on a unit price basis as indicated in the Bid Form. All terms, specifications and conditions set forth in this IFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. Bidding documents are only available as electronic portable document format (PDF) and may be downloaded free of charge from the vendor registry link above.

Bid Security shall be furnished in accordance with the Instructions to Bidders.

CITY OF LYNN HAVEN, CITY COMMISSION

Chris Lightfoot, Interim City Manager

Date

END OF DOCUMENT 00020 - ADVERTISEMENT FOR BID

**SECTION 00030
BID**

This proposal of BCL CIVIL CONTRACTORS, INC.
(hereinafter called "Bidder"), organized and existing under the laws of the State of Florida doing business as a Corporation ("a corporation," "a partnership," or "an individual") is hereby submitted to the City of Lynn Haven (hereinafter called "OWNER").

In compliance with the OWNER's Advertisement for Bids (Section 00010), the Bidder hereby proposes to perform all Work for the construction of the **City of Lynn Haven – Tennessee Avenue Sidewalk** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to substantially complete the project within **60** consecutive calendar days and to fully complete the project **15** days thereafter. Liquidated damages for failure to fully complete the project within the specified time will be set at **\$250.00** per day.

Bidder agrees to pay liquidated damages, as described herein.

Bidder acknowledges receipt of the following ADDENDUM(s):

Addendum No. 1, November 3rd, 2025.

Addendum No. 2, December 4th, 2025.

Addendum No. 3, December 8th, 2025.

Addendum No. 4, December 9th, 2025.

BID SCHEDULE

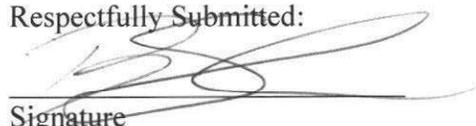
Item Number	Item Description	Quantity	Unit	Unit Price	Total
GENERAL COSTS					
0101-1	Mobilization/ Bonds & Insurance	1	LS	\$23,000.00	\$23,000.00
0908104-1	Temporary Erosion Control	1	LS	\$18,000.00	\$18,000.00
0102-1	Maintenance of Traffic	1	LS	\$13,640.00	\$13,640.00
MISC	As Built Drawings	1	LS	\$10,496.25	\$10,496.25
MISC	Testing and Certification	1	LS	\$5,000.00	\$5,000.00
MISC	Allowance for Unanticipated Items	1	LS	\$5,000.00	\$5,000.00
				SUBTOTAL	\$75,136.25
DEMO					
0110 1 1	Selective Clearing & Grubbing	1.90	ACRE	\$4,737.00	\$9,000.03
MISC	Remove 12" CMP	81	LF	\$11.09	\$898.29
MISC	Remove 12" RCP	25	LF	\$29.00	\$725.00
MISC	Remove 18" CMP	28	LF	\$27.43	\$768.04
MISC	Remove Concrete Drives	917	SY	\$29.62	\$27,161.54
MISC	Remove Fence	11	LF	\$45.46	\$500.06
MISC	Remove Sidewalk	14	SY	\$66.43	\$930.02
MISC	Remove Gravel Drive	84	SY	\$10.00	\$840.00
MISC	Remove Asphalt	55	SY	\$45.00	\$2,475.00
				SUBTOTAL	\$43,297.98
TOTAL ESTIMATED DEMOLITION & GENERAL COSTS = \$118,434.23					
PIPE & STRUCTURES					
0425 1521	Type C inlets	3	EA	\$3,482.00	\$10,446.00
0425 1471	Type 7 Manhole	1	EA	\$4,601.61	\$4,601.61
948-1	12" ADS	182	LF	\$45.02	\$8,193.64
948-1	18" ADS to include export & import of clean material	28	LF	\$98.00	\$2,744.00
0425 1910	Closed Flume Inlet	2	EA	\$6,000.00	\$12,000.00
0400 2 11	2' Gravity Wall	15	LF	\$225.00	\$3,375.00
5152111	Handrail	71	LF	\$120.00	\$8,520.00
436 001	Trench Drains	430	LF	\$132.50	\$56,975.00
MISC	Cantilevered Sidewalk Culvert Crossing	1	LS	\$23,600.00	\$23,600.00
				SUBTOTAL	\$130,455.25
SIDEWALK, CURB, DRIVEWAYS					
522 002	ADA Warning Mats	22	EA	\$500.00	\$11,000.00
0522 1	Grade and install 5' wide sidewalk 4" thick per plans & specs including stabilized subgrade	2099	SY	\$54.00	\$113,346.00
0522 2	Grade and install 5' wide sidewalk 6" thick per plans & specs including stabilized subgrade	106	SY	\$72.00	\$7,632.00
0520 1 10	Modified Type F Curb	474	LF	\$42.00	\$19,908.00
0520 1 24	Valley Curb	90	LF	\$42.00	\$3,780.00
MISC	Curb Ramps	2	EA	\$1,250.00	\$2,500.00

MISC	Curb Returns	6	EA	\$500.00	\$3,000.00
MISC	New Asphalt Turnout	105	SY	\$93.81	\$9,850.05
MISC	Replace Concrete Drives	1107	SY	\$72.00	\$79,704.00
				SUBTOTAL	\$250,720.05
SOD, GRADING, STRIPING & SIGNAGE					
MISC	Sod	6,400	SY	\$7.02	\$44,928.00
MISC	Grading for swales	1	LS	\$10,000.00	\$10,000.00
MISC	Relocate Mailboxes	10	EA	\$500.00	\$5,000.00
0710 11125	Stop Bars (24")	15	EA	\$133.34	\$2,000.10
700-102	Stop Signs	9	EA	\$555.56	\$5,000.04
0711- 11125	Crosswalk Striping (12")	13	EA	\$415.40	\$5,400.02
0654-2-22	Install Solar Push Button LED Crosswalk Sign	4	EA	\$10,000.00	\$40,000.00
0711-001	Special emphasis markings per FDOT Index	2	EA	\$700.00	\$1,400.00
0700-1-11	Crosswalk Signs (Shared pole @ Stop Sign)	12	EA	\$500.00	\$6,000.00
0700-1-11	Crosswalk Ahead Sign & Pole	2	EA	\$700.00	\$1,400.00
0102-60	Warning Signage	4	EA	\$600.00	\$2,400.00
				SUBTOTAL	\$123,528.16
TOTAL ESTIMATED CONSTRUCTION COST = \$504,703.46					
TOTAL COST = Six Hundred Twenty Three Thousand, One Hundred Thirty - Seven Dollars and Sixty Nine Cents					\$623,137.69

Quantities shown are for reference only. Contractor is responsible for bidding based on the required efforts and materials to complete all proposed works as shown in the construction plans.

By submitting this Bid, the Bidder understands that all items specified in these Contract Documents must be included in the Total Base Bid above.

Respectfully Submitted:


Signature

Vice President

Title

12/10/2025

Date

BCL CIVIL CONTRACTORS, INC.

Company Name

6608 E. Highway 22, PC, FL. 32404

Address

850-871-1516

Phone Number

SEAL: (If Bid by Corporation)

END OF SECTION

ADDENDUM 4 - ATTACHMENT 1

Tennessee Avenue Sidewalk
PROJECT NO. 50183627
Addendum No. 4

BID 00030-3

BID FOR CITY PROJECT # 23022
TENNESSEE AVE SIDEWALK
TRANSPORTATION ALT. LAP
PROJECT

TO: CITY OF LYNN HAVEN, FL.
825 OHIO AVE, LYNN HAVEN, FL. 32444

BIDS: 12/11/2025 BY 1 PM
FINANCIAL PROJECT ID:
451723-1-58.01
FED AID PROJECT#: D325064-13

BIDDER:
BCL CIVIL CONTRACTORS, INC.

RECEIVED
DEC 11 2025
BY: *KD* 12:37pm



Department: Lynn Haven CRA

Prepared by: Cory Bracy

Agenda Title: Tennessee Ave sidewalk CEI Services

Staff Recommends: To approve Resolution 2026-01-508 awarding Tennessee Ave. construction CEI Services bid 25.26-06 to the most qualified bidder Panhandle Engineering and authorize the City Manager to negotiate contract details.

I. Report in Brief:

The Lynn Haven CRA department has a requirement for Tennessee Avenue to include approximately 4,650 linear feet of additional sidewalk to be constructed roadside. Requesting the approval to move to negotiations with the most qualified firm, Panhandle Engineering, for the CEI Services to be completed for the Tennessee Ave. sidewalk construction project between 5th and 14th St.

Background:

The Request For Qualifications for CEI Services of this project was advertised in October 2025. Six Engineering Firms submitted their qualifications regarding this project. A 3-person review committee scored each applicant based on specific scoring criteria as listed on the RFQ. It appears that Panhandle Engineering is the most qualified engineering firm for this project. All RFQ information including the committee scoring was shared with FDOT staff. FDOT agrees with our findings. This project is 100% funded through an FDOT Transportation Alternative Grant.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$1,177,304.00

Project #: 23022

III. Advertised: Yes **Date:** 11/03/2025 **Where:** COLH Website, Bay County Colum

Background Cont.:

N/A

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-01-508, Service Contract, Overall Evaluation Scoring Sheet, Bid Tabulation, Project Location Map, FDOT Concurrence, Evaluation Committee Scoring Sheets, Scope of Work/Project Schedule

RESOLUTION 2026-01-508

**A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA,
APPROVING AN AGREEMENT WITH PANHANDLE
ENGINEERING, RELATING TO CONSTRUCTION, ENGINEERING
AND INSPECTION SERVICES FOR THE TENNESSEE AVENUE
SIDEWALK PROJECT, IN THE TOTAL AMOUNT OF \$623,137.69.**

WHEREAS, the City has requested statements of qualification from firms or individuals for construction, engineering and inspection (CEI) services for the the Tennessee Avenue Sidewalk Project; and

WHEREAS, the City received six bids that were timely and fully responsive to the City's request; and

WHEREAS, based on the evaluations of the submitted statements, Staff recommends the City rank Panhandle Engineering No.1 for purposes of entering negotiations for satisfactory contracts for this work.

NOW THEREFORE BE IT RESOLVED that the appropriate officers of the City are authorized and directed to attempt to negotiate a Professional Services Agreement for Construction, Engineering and Inspection services related to the Tennessee Avenue Avenue Sidewalk Project with the firms in the following order of ranking:

- First- Panhandle Engineering
- Second- DRMP, Inc.
- Third- ICE, LLC

and to return the negotiated Agreement to the City Commission for approval.

PASSED AND ADOPTED this _____ day of January 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

City Manager

**AGREEMENT FOR CONSTRUCTION ENGINEERING
AND INSPECTION (CEI) SERVICES FOR
TENNESSEE AVE SIDEWALK PROJECT**

THIS AGREEMENT, dated _____, 2026, is entered into by the City of Lynn Haven City Commission (“City”) and _____ (“Consultant”). The City and the Consultant also may be referred to individually as a “Party” or collectively as the “Parties.”

Recitals

The City issued Request for Qualifications No. 24/25-05 (“RFQ”) for construction engineering and inspection services relating to the Tennessee Ave. Sidewalk Project. The Consultant submitted a response, dated _____, 2026, to the RFQ, and the City, after evaluation of the responses received, selected the Consultant for an award of a contract for the CEI services. The City and the Consultant now desire to enter into a contract providing for the furnishing of such services upon the terms and subject to the conditions set forth herein.

The parties therefore agree as follows:

1.0 OBJECTIVE

1.1 The Consultant shall furnish professional construction engineering and inspection services, as requested by the City, in support of the construction of the Tennessee Ave. Sidewalk Project (“Project”). The services to be performed are generally described in the Scope of Services, which is attached as Exhibit “1” to this Agreement and is by reference incorporated herein.

2.0 CONTRACT TERM

2.1 The Scope of Services to be rendered by the Consultant shall be completed in accordance with the project schedule included in Exhibit "2". The commencement date for services shall be the date specified in the written notice to proceed from the City's Project Manager.

2.2 Changes to such project schedule shall be subject to mutual agreement of the City and Consultant.

3.0 COMPENSATION

3.1 For the satisfactory completion of the Scope of Services, the Consultant shall be paid a total sum not to exceed \$. The method of payment under this Agreement will be based on LUMP SUM AMOUNT. The compensation shall be payable monthly based upon the proportionate amount of work completed and accepted by the CITY. The total amounts payable with respect to services rendered during each Project activity shall not exceed the amounts set forth in Exhibit "3", unless modified by an amendment executed by the City and Party.

3.2 The Consultant shall submit invoices to the designated Project Manager.

3.3 The City shall pay the Consultant's invoices in accordance with the Florida Local Government Prompt Payment Act, Section 218.70, et.seq, Florida Statutes.

4.0 ADDITIONAL OBLIGATIONS OF THE CONSULTANT AND CITY

4.1 The City and the Consultant acknowledge the relation of trust and confidence established each to the other, and each Party agrees to cooperate with the other in every respect in advancing project

interests. Specifically, but without limitation, the Consultant covenants with the City to furnish his professional skill, care and judgment in accordance with the prevailing standard of skill, care and judgment expected of any professional Consultant under circumstances similar to those to be encountered on the type of projects undertaken, and to cooperate with the City in advancing the interest of the City. The Consultant acknowledges that the City reserves the right to provide to the Consultant from time to time, suggested approaches to problems and revisions to the work products. When requested, and not at the expense of the Consultant, the City will furnish maps, drawings, records, audits, annual reports, and other data that are available in the files of the City and which are required for the work undertaken pursuant to this Agreement. If the work to be undertaken will require substantial information or documents from the City's records, Consultant shall identify those requirements to the Project Manager. The City will also examine studies, reports, sketches, drawings, specifications, proposal, and other documents presented by the Consultant and render decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

4.2 The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the services performed by the Consultant or any sub-consultant.

4.3 The Consultant shall provide, to the City, copies of drawings, reports, specifications and other necessary information identified in this Agreement in electronic form or electronic data for incorporation into the instruments of service as is required for the completion of the Project. CAD files of all construction documents will be provided to the Consultant for record.

4.4 The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement, including subconsultants assigned by the Consultant to perform work pursuant to the Contract. The E-Verify form is included as Attachment H.

5.0 INDEMNIFICATION

To the extent provided by law, the Consultant shall indemnify, defend, and hold harmless the City and the State of Florida, Department of Transportation, including the City or Department's officers, agents, and employees, against any actions, claims, or damages arising out of relating to, or resulting from negligent or wrongful act(s) of Consultant, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Consultant.

The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by Consultant to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same to construed to constitute agreement by Consultant to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

6.0 INSURANCE

6.1 Prior to commencing work, Consultant shall procure and maintain at Consultant's own cost and expense for the duration of the Agreement, the following insurance against claims for injuries to person or damages to property which may arise from or in connection with the performance of Services hereunder by Consultant, its agents, representatives, employees or sub-consultants. The cost of such insurance shall be borne by Consultant.

6.1.1 Consultant shall maintain the following coverage with limits no less than the indicated amounts:

(a) Commercial General/Umbrella Liability Insurance - \$1,000,000 limit per

occurrence / \$2,000,000 aggregate for property damage and bodily injury. The service provider should indicate in its proposal whether the coverage is provided on a claim- made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- i. Premise/Operations
- ii. Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- iii. Products/Completed Operations
- iv. Contractual
- v. Independent Consultants
- vi. Broad Form Property Damage
- vii. Personal Injury

Business Automobile/Umbrella Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

- viii. Owned/Leased Autos
- ix. Non-Owned Autos
- x. Hired Autos

(b) Workers' Compensation and Employers'/Umbrella Liability Insurance -

Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy should include Employers'/Umbrella Liability Coverage for \$1,000,000 per accident.

(c) Professional Liability Insurance - \$1,000,000 or as per project (ultimate loss value per occurrence).

6.1.2 Other Insurance Provisions

(a) Commercial General Liability and Automobile Liability Coverage's

- (i) City members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Consultant;

products and completed operations of Consultant; premises owned, leased or used by Consultant or premises on which Consultant is performing Services on behalf of City. The coverage shall contain no special limitations on the scope of protection afforded to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

- (ii) The Consultant's insurance coverage shall be primary insurance as respects City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute to it.
- (iii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers.
- (iv) Coverage shall state that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b) Workers' Compensation and Employers' Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against City, member of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Consultant in the performance of Services under this Agreement.

(c) All Coverages

Each insurance policy required by this Article shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to City in accordance with this Agreement. If the Consultant, for any reason, fails to maintain insurance coverage that is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach.

- (ii) Alternatively, the City may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Consultant, the City may deduct from sums due to Consultant any premium costs advanced by the City for such insurance.
- (iii) The City shall be named as an additional insured on General Liability and Auto policies.

6.1.3. Deductibles

Any deductibles must be declared to and approved by the City. At the option of the City, the insurer shall reduce or eliminate such deductibles as respects to the City, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

6.1.4. Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by A.M. Best's rating service.

6.1.5. Verification of Coverage

Consultant shall furnish City with certificates of insurance and with original endorsements

affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be submitted with the proposal as a first peer review. Upon execution of the contract documents, the certificates and endorsements are to be received and approved by the City before work commences.

6.1.6. Sub-consultants and Subcontractors

Consultant shall include each of its sub-consultants and subcontractors as insureds under the policies of insurance required herein.

7.0 **NONDISCRIMINATION IN EMPLOYMENT**

By the execution of this Agreement, the Consultant agrees to and assures the City of the following:

7.1 The Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, age, disability, marital status, color or national origin. The Consultant will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, disability, marital status, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

7.2 The Consultant agrees to post in a conspicuous place, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

7.3 The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that the firm is an Equal Opportunity Employer.

7.4 In the event that the Consultant does not comply with these assurances of

nondiscrimination, this Agreement may be canceled, terminated, or suspended in whole or part.

8.0 CONTRACT RECORDS

The City shall have access to all books, documents, papers, and records of the Consultant directly pertinent to this Agreement to making audit, examination, excerpts, and transcriptions.

The Consultant shall maintain all required records and other records pertinent to this Agreement for five (5) years after the City makes final payment and all other pending matters are closed.

9.0 OWNERSHIP OF DOCUMENTS

9.1.1 The term "City Design Documents" shall mean any and all documents prepared by City staff, or by other consultants to the City, relating to design or construction of the Project, including but not limited to prints, Mylars, plans, tracings, drawings, design data, details, design premises, calculations, survey notes and survey records, sketches, models, computer files, reports, specifications, and technical provisions. All City Design Documents shall be and remain the property of the City, and the City shall retain all common law, statutory and other reserved rights, including the copyright. City Design Documents shall not to be used on other work by the Consultant or be provided to third parties and shall be returned to the City at the conclusion or termination of this Agreement.

9.1.2 All designs, drawings, specifications, data and information prepared by Consultant shall be the property of the City, but the City hereby grants to the Consultant an irrevocable right to use the foregoing in its business. The Consultant shall deliver the originals (hard copy and/or electronic file) of all such documents to the City upon completion of Consultant's work under this Agreement. Without written verification or adaptation by the Consultant for the specific purpose intended, such documents are not intended or represented to be suitable for reuse by the City or others for any project other than that for which they were originally

prepared.

10.0 ERRORS AND OMISSIONS

Acceptance of the work by the City or Agreement termination does not constitute City approval and will not relieve the Consultant of the responsibility for subsequent corrections of any errors and/ or omissions and the clarification of any ambiguities. The Consultant shall make all necessary revisions or corrections resulting from errors and/or omissions on the part of the Consultant without additional compensation. If these errors and/or omissions are discovered during the construction of the project, they shall be corrected without additional compensation.

11.0 TERMINATION OR SUSPENSION OF PROJECT

The City may, by written notice to the Consultant, suspend any or all of the Consultant's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the City may terminate this Agreement in whole or in part at any time the interest of the City requires such termination.

11.1 If the City determines that the performance of the Consultant is not satisfactory, the City shall notify the Consultant of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Consultant of the deficiency that requires correction. If the deficiency is not corrected within such period, the City may either (1) immediately terminate the Agreement as set forth in paragraph 11.2 below, or (2) take whatever action is deemed appropriate by the City to correct the deficiency. In the event the City chooses to take action and not terminate the Agreement, the Consultant shall, upon demand, promptly

reimburse the City for any and all costs and expenses incurred by the City in correcting the deficiency.

- 11.2 If the City terminates the Agreement with cause or for convenience, the City shall notify the Consultant of such termination in writing at least fourteen (14) days in advance. The notice from the City shall include instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- 11.3 If the Agreement is terminated before the Project is completed, the Consultant shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the City and will be turned over promptly by the Consultant.
- 11.4 The City reserves the right to unilaterally cancel this Agreement for refusal by the Consultant or any sub-consultant to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.
- 11.5 Upon receipt of any final termination or suspension notice under this paragraph 10, the Consultant shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the City or upon the basis of terms and conditions imposed by the City upon

the failure of the Consultant to furnish the schedule, plan, and estimate within a reasonable time. The closing out of the Project shall not constitute a waiver of any claim which the City may otherwise have arising out of this Agreement.

12.0 PROHIBITION AGAINST CONTINGENT FEES

In compliance with Sections 287.055(5)(a), and (6)(a), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, a fees, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Agreement. Any breach or violation of this warranty shall entitle the City to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

13.0 CONFLICT OF INTEREST

The Consultant hereby certifies that it will completely disclose to the City all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the City. Failure to abide by this section shall result in the immediate termination of this Agreement.

No member, officer or employee of the Consultant or any of their subcontractors shall during his tenure or for 2 years thereafter have any interest, direct or indirect, in this contract or the proceeds

thereof.

14.0 LUMP SUM CONTRACTS

The Consultant certifies that the wage rates and other factual unit costs supporting the contract compensation are accurate, complete, and current at the time of contracting. Furthermore, to the extent that such wage rates and other factual unit costs are found by the City to be inaccurate, incomplete, or non-current, the original price for such Agreement and any additions there to shall be adjusted to exclude any increases in the compensation paid to Consultant due to such circumstances. A determination of allowable costs in accordance with the Federal cost principles will be performed for services rendered under this Agreement.

15.0 GENERAL PROVISIONS

- 15.1 Consultant shall not assign any of their rights or obligations under this Agreement without prior approval by the City.
- 15.2 Consultant shall be responsible for the actions of any and all of their subcontractors and consultants. Neither subcontractors nor any sub-consultants shall interface directly with the City.
- 15.3 This Agreement shall be construed and interpreted in accordance with Florida Law. Venue for any action brought in relation to this Agreement shall be placed in a court of competent jurisdiction in Bay County, Florida. If any provision of this Agreement is subsequently held invalid, the remaining provisions shall continue in effect.
- 15.4 Failure to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same or any other terms, conditions, or acts; but the same shall be and remain at all times in full force and effect.
- 15.5 If written notice to a party is required under this Agreement, such notice shall be given by hand delivery, recognized overnight delivery service, or by first class mail, registered and return receipt requested, as follows:

To the City:
Chris Lightfoot, Interim City Manager
City of Lynn Haven
825 Ohio Ave.

Lynn Haven, FL 32444
(850) 265-2121

To the Consultant:
[]

- 15.6 A party's timely performance of its obligations under this Agreement, only to the extent such performance is specifically affected thereby, shall be suspended, without forfeiture of any performance bond or the incurring of any financial liability, when and for as long as performance of such obligations is prevented by reason of any of the following cases: (i) acts of God, including without limitation severe weather events, (ii) operation of law, and (iii) any other event beyond the reasonable control of the party whose performance is affected, to the extent not caused by such party's willful or negligent acts or omissions, except in those cases where that party could have reasonably foreseen and reasonably avoided the occurrence. The party affected by any such event shall give written notice thereof to the other party as soon as practicable after it becomes aware of such an event and, to the extent practicable, shall specify the anticipated length of the delay. The affected party shall use reasonable efforts to minimize the impact of that delay on that party's performance. Additionally, neither party shall be liable to the other for damages caused by such events.
- 15.7 The Consultant will be allowed to photograph the finished product at their own expense and use said photography for marketing purposes. Such marketing cannot state or imply endorsement of the consultant by the City.
- 15.8 The Consultant shall be evaluated within sixty (60) days upon completion of the project. The Consultant shall be given the opportunity to give written comments in response to the completed evaluation.
- 15.9 If, after Project completion, any claim is made by the City resulting from an audit or for work or services performed pursuant to this Agreement, the City may offset such amount from payments due for work or services done under any agreement which it has with the Consultant owing such amount if, upon demand, payment of the amount is not made within

60 days to the City. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the City. In no event shall the making by the City of any payment to the Consultant constitute or be construed as a waiver by the City of any breach of covenant or any default which may then exist on the part of the Consultant and the making of such payment by the City, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default.

15.10 Public Entity Crimes As required by Florida State Statute 287.133(2)(a), “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a consultant, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.” Moreover, any person must notify the City within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

15.11 The selected Consultant shall implement and meet the requirements for a drug-free workplace. Certification provided in Attachment J.

15.12 The Consultant shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the

Consultant in conjunction with this Agreement. Certification and details provided in

Attachment K. This project is a Federal Aid Contract. All terms included in Attachment B shall be incorporated into this contract.

15.13 It is the duty of consultant and subcontractor(s) to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. By submitting a proposal to this solicitation, Proposer acknowledges it understands and will comply with the provisions of Section 20.055(5), Florida Statutes.

16.0 FORMS AND ATTACHMENTS

The following attachments are hereby incorporated as part of the contract documents: FDOT

Form can be found at the following link: <https://fms.fdot.gov/>

Attachment A – Representations/Certifications Federal Form W-9 (www.irs.gov)

Attachment B – Local Agency Program Federal-Aid Terms for Professional Services Contracts (FDOT Form 375-040-84)

Attachment C – DBE Participation Statement (FDOT Form 375-030-62)

Attachment D – DBE Bid Package Information (FDOT Form 275-030-11)

Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (FDOT Form 375-030-32)

Attachment F – Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (FDOT Form 375-030-33 and if necessary 375-030-034)

Attachment G – Bid Opportunities List for Commodities & Contractual Services (FDOT Form 375-040-62)

Attachment H – Truth in Negotiation Certification (FDOT Form 375-030-30)

Attachment I – U.S. Department of Homeland Security's E-Verify Form (<https://www.uscis.gov/i-9>)

Attachment J – Conflict of Interest/Confidentiality Certification (FDOT Form 375-030-50)

Attachment K – Drug Free Workplace Program Certification

Attachment L – Public Records Form (FDOT Form 375-030-61)

Attachment M – Advertised Request for Proposals with Addendums

Attachment N – Anti-Collusion Statement

Attachment O – Disputes Disclosure Form

Attachment P - Consultant Eligibility Form

Exhibit 1 – Scope of Services

Exhibit 2 – Project Schedule

Exhibit 3 – Compensation

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CITY OF LYNN HAVEN

Attest:

By: _____
Chris Lightfoot
Interim City Manager / Clerk

By: _____
JESSE NELSON
Mayor City of Lynn Haven

Approved as to form:

By: _____
City Attorney

CONSULTANT

Witness as to Consultant

By: _____

(Type or print name and title of signatory)

Witness as to Consultant

**City of Lynn Haven Florida - Request for Qualifications
 TENNESSEE AVE. SIDEWALK PROJECT CONSTRUCTION ENGINEERING and INSPECTION (CEI) SERVICES
 COH 25-26-06**

Per the RFP, scoring for each responding firm was determined using the assigned points for each of the referenced criteria elements:

Criteria Element	Panhandle Engineering			DRMP, Inc.			ICE, LLC			Kent Smith Group LLC			Smith Seckman Reid, Inc.			Three Notch Group		
	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored	Average Score	Total Possible Points	Points Scored
1. Organization and Staffing. - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.17	25	20.83	4.17	25	20.83	3.60	25	18.00	4.17	25	20.83	4.03	25	20.17	4.00	25	20.00
2. Experience of the Firm & References. - Assesses the firm's experiences with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.23	25	21.17	4.00	25	20.00	4.00	25	20.00	3.80	25	19.00	3.77	25	18.83	2.77	25	13.83
3. Availability of Workload & Willingness to Meet Time Requirements. - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.50	20	18.00	4.50	20	18.00	4.17	20	16.67	3.83	20	15.33	4.17	20	16.67	3.70	20	14.80
4. Project Approach and Understanding of Critical Issues. - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase issues.	4.37	30	26.20	4.33	30	26.00	4.30	30	25.80	3.90	30	23.40	4.00	30	24.00	4.00	30	24.00
TOTAL	TOTAL	100	86.20	TOTAL	100	84.83	TOTAL	100	80.47	TOTAL	100	78.57	TOTAL	100	79.67	TOTAL	100	72.63

Scoring Legend

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

RANKING ORDER

Panhandle Engineering	86.20
DRMP, Inc.	84.83
ICE, LLC	80.47
Kent Smith Group LLC	78.57
Smith Seckman Reid, Inc.	79.67
Three Notch Group	72.63



RFQ NUMBER 25.26-01

**Bid Opening Name: TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

BID OPENING December 11, 2025 at 2:00PM, CST

Bid opening begun at 2:00pm and concluded at 2:29pm.

Bid Tabulation

Respondent Name	Date/Time Bid Received	Paper (P) or Open Bids (OB)	Bid/Proposal Form	Certificate of Insurance	Proof of Licenses / Certifications	FDOT Prequalification Letter	E-Verify Form	Public Entity Crimes Statement	Drug-Free Workplace Form	Truth in Negotiation Certification	Conflict of Interest Certification	Certification Regarding Debarment, etc.	Certification of Disclosure of Lobbying Activities	Anti-Collusion Statement	Disputes Disclosure Form	Total	Responsive Bid - Minimum Requirements Provided
DRMP, Inc.	12/11 @ 1251	OB	N/A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A to the RFQ	Y
Infrastructure Consulting & Engineering	12/11 @ 1212	OB	N/A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A to the RFQ	Y
Three Notch Group	12/11 @ 1222	P	N/A	Y	Y	Y	Y	N*	Y	Y	Y	Y	Y	Y	Y	N/A to the RFQ	N
Kent Smith Group LLC	12/11 @ 1113	P	N/A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A to the RFQ	Y
Panhandle Engineering	12/11 @ 0924	P	N/A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N/A to the RFQ	Y
Smith Seckman Reid, Inc.	12/11 @ 1000	P	N/A	Y	Y	Y	Y	Y	Y	Y	Y	Y	N**	Y	Y	N/A to the RFQ	N

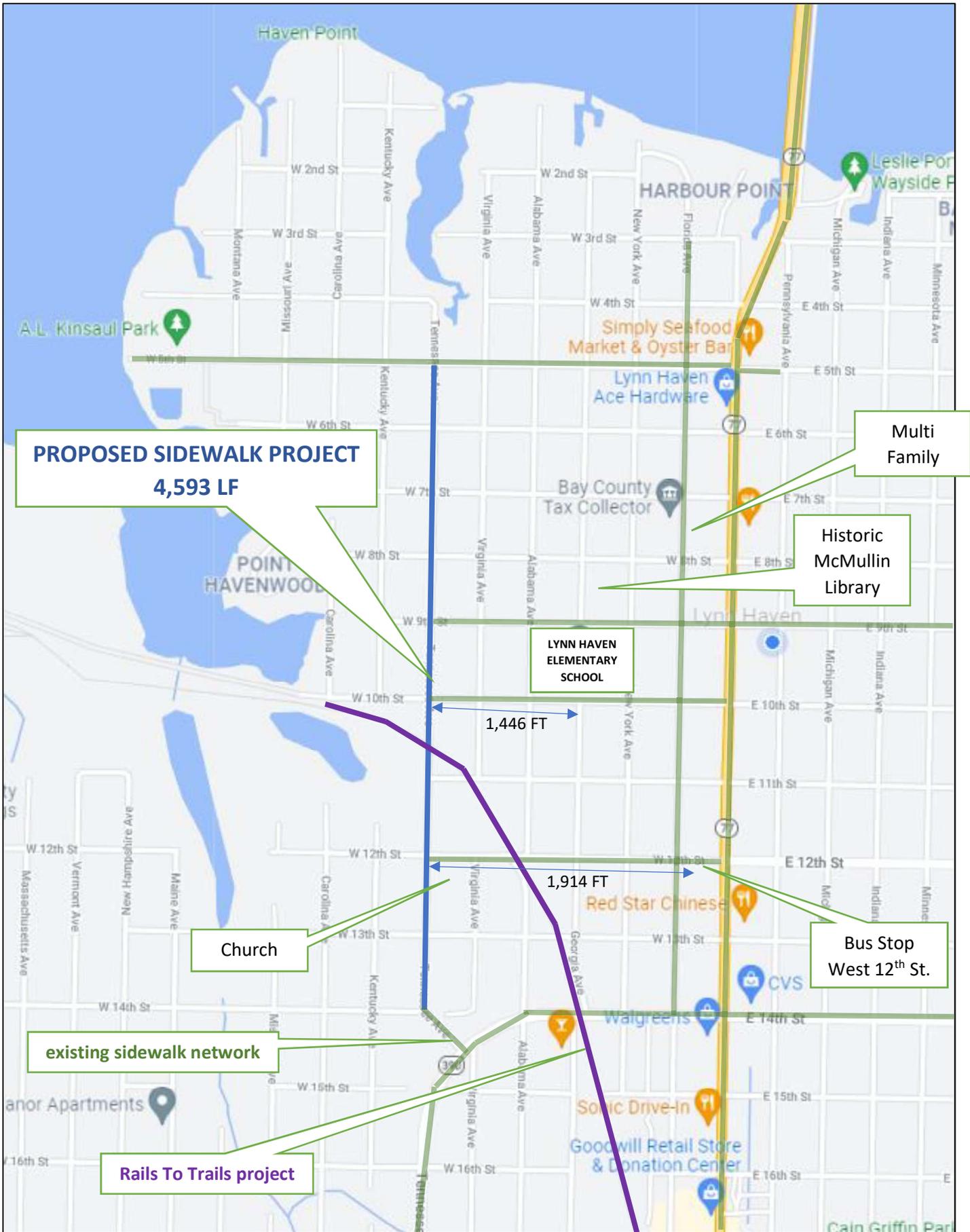
* Three Notch Group attended the bid opening and confirmed that the Public Entity Crime Statement was missing.

**FDOT form 375-030-33 - Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts was required per the solicitation.

Smith Seckman Reid, Inc. provided FDOT form 375-030-34 - Disclosure of Lobbying Activities and did not include form 375-030-33.

224

Tennessee Ave. sidewalk - Project Location Map





RE: Evaluation Committee Notification and Memorandum - RFQ 25.26-01 TN Ave CEI Services

From Showalter, Maria <Maria.Showalter@dot.state.fl.us>
Date Fri 12/19/2025 3:02 PM
To Ben Janke <bjanke@cityoflynnhaven.com>
Cc Chris Lightfoot <clightfoot@cityoflynnhaven.com>; Cory Bracy <cbracy@cityoflynnhaven.com>; Kiki Roman <kroman@cityoflynnhaven.com>; Castells, Dustin <Dustin.Castells@dot.state.fl.us>

We agree that Panhandle Engineering is the highest ranked firm. Please provide the full proposal package with signed forms for review to approve to issue the Intent to Award.

Next step will be to provide the county's manhour estimate and operating margin form for review and approval prior to moving to negotiations.

Thank you,

Maria Showalter

Florida Department of Transportation
 D3 Local Programs Administrator
 1074 Highway 90, Chipley, Florida 32428
 850-330-1227
maria.showalter@dot.state.fl.us

MS Teams Call or [Chat](#)

[File Transfers Application](#) ****LAP**GAP**D3LP**



From: Ben Janke <bjanke@cityoflynnhaven.com>
Sent: Friday, December 19, 2025 2:20 PM
To: Showalter, Maria <Maria.Showalter@dot.state.fl.us>
Cc: Chris Lightfoot <clightfoot@cityoflynnhaven.com>; Cory Bracy <cbracy@cityoflynnhaven.com>; Kiki Roman <kroman@cityoflynnhaven.com>
Subject: Fw: Evaluation Committee Notification and Memorandum - RFQ 25.26-01 TN Ave CEI Services
Importance: High

EXTERNAL SENDER: Use caution with links and attachments.

Hi Maria, please see the scoring results for CEI Services attached. It appears that Panhandle Engineering is the most qualified engineering firm. Please review and let me know if you have any questions or comments. I will upload the results to Florida GAP shortly.
 Thank you, Ben

From: Cory Bracy <cbracy@cityoflynnhaven.com>
Sent: Friday, December 19, 2025 12:16 PM

To: Ben Janke <bjanke@cityoflynnhaven.com>

Subject: RE: Evaluation Committee Notification and Memorandum - RFQ 25.26-01 TN Ave CEI Services

Good afternoon,

Here are the individual and over scoring for TN Ave CEI Services. I'll upload them to the share drive in a bit.

Respectfully,



Cory Bracy
Procurement Manager

Finance Department | City of Lynn Haven



Office: [850-265-2121](tel:850-265-2121) ext. 2701 | Direct Line: [850-788-1661](tel:850-788-1661)

cbracy@cityoflynnhaven.com

www.cityoflynnhaven.com

825 Ohio Ave., Lynn Haven, Florida, 32444

NOTICE: Florida has a broad public records law. Most written communications to or from municipal offices are public records that will be disclosed to the public and the media upon request. E-mail communications may be subject to public disclosure.

From: Cory Bracy

Sent: Monday, December 15, 2025 11:28 AM

To: Bobby Baker <bbaker@cityoflynnhaven.com>; Ty Farris <tfarris@cityoflynnhaven.com>; Jennifer Boyer <jboyer@cityoflynnhaven.com>

Cc: Ben Janke <bjanke@cityoflynnhaven.com>; Andrea Marsh <amarsh@cityoflynnhaven.com>

Subject: Evaluation Committee Notification and Memorandum - RFQ 25.26-01 TN Ave CEI Services

Good morning,

You have been selected as the members of the evaluation committee to review the qualifications received in response to our Request for Qualifications (RFQ) for Construction, Engineering, and Inspection (CEI) Services. Please see the attached memo and scoring sheet for your evaluation.

For the scoring sheets all you need to do is input a value in the "Score" column based on the legend at the bottom of the spreadsheet. You can use the first decimal place if you'd like (scoring as 2.5 instead of 2 or 3).

I'll be bringing the physical copies over to the members who requested them and an additional email will follow with digital copies as requested. If you have any questions feel free to ask.

Respectfully,



Cory Bracy
Procurement Manager

Finance Department | City of Lynn Haven



Office: [850-265-2121](tel:850-265-2121) ext. [2701](tel:2701) | Direct Line: [850-788-1661](tel:850-788-1661)

cbracy@cityoflynnhaven.com

www.cityoflynnhaven.com

825 Ohio Ave., Lynn Haven, Florida, 32444

NOTICE: Florida has a broad public records law. Most written communications to or from municipal offices are public records that will be disclosed to the public and the media upon request. E-mail communications may be subject to public disclosure.

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Panhandle Engineering

Bobby Baker

12/17/2025



Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	3.80	25	19.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.00	25	20.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.50	20	18.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	81.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

DRMP, Inc.

Bobby Baker

12/17/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.50	25	17.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.50	20	18.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	79.50

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Kent Smith Group LLC

Bobby Baker



12/17/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.50	25	22.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.00	25	15.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	3.50	20	14.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	75.50

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

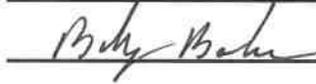
Committee Member Name:

Committee Member Signature:

Date:

Smith Seckman Reid, Inc.

Bobby Baker



12/17/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.00	25	15.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	3.50	20	14.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	73.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

ICE, LLC

Bobby Baker



12/17/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	3.00	25	15.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.00	25	15.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	70.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Three Notch Group

Bobby Baker



12/17/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	3.50	25	17.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	2.00	25	10.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.50	20	18.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	69.50

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

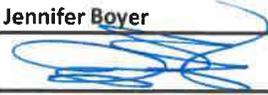
Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title: _____

Firm/Company: DRMP, Inc.

Committee Member Name: Jennifer Boyer

Committee Member Signature: 

Date: 12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.50	25	22.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.50	25	22.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	5.00	20	20.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	5.00	30	30.00
	TOTAL	100	95.00

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

ICE, LLC

Jennifer Boyer

12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	5.00	25	25.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.50	20	18.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	5.00	30	30.00
TOTAL		100	93.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Kent Smith Group LLC

Jennifer Boyer

12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.50	25	22.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	82.50

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Panhandle Engineering

Jennifer Boyer

12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.70	25	23.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.70	25	23.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	5.00	20	20.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	5.00	30	30.00
	TOTAL	100	97.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Smith Seckman Reid, Inc.

Jennifer Boyer

12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.20	25	21.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.70	25	23.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	5.00	20	20.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
TOTAL		100	88.50

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title: _____

Firm/Company: Three Notch Group

Committee Member Name: Jennifer Boyer

Committee Member Signature: 

Date: 12/18/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.50	25	22.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.50	25	17.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.10	20	16.40
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	80.40

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Panhandle Engineering

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.00	25	20.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.10	30	24.60
	TOTAL	100	80.60

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. Thorough review of the plans identified numerous potential conflicts or items that were not accurate or conflicted with existing conditions.

2. Availability - Inspector 100%, CEI Manager 60%

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

DRMP, Inc.

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.00	25	20.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	80.00

Scoring Legend	
Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. Easy to follow tabbed bid package. 2. Reference projects meet or exceed the scope and value of this project.

3. Availability - Inspector at 100%, Sr. Inspector at 65%

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

ICE, LLC

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	3.80	25	19.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	4.00	25	20.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	3.90	30	23.40
	TOTAL	100	78.40

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. One inspector at 100%.

2. Identified several potential conflicts based on comparing plans to site visit.

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Kent Smith Group LLC

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.90	25	19.50
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	3.70	30	22.20
TOTAL		100	77.70

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. Availability - Sr Inspector 100%, Inspector 100%, Project Admin & PE 50%

2. Previous projects were comparable in scale/scope or larger

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Smith Seckman Reid, Inc.

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	3.90	25	19.50
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	3.60	25	18.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	4.00	20	16.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	77.50

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. Project examples were primarily large milling and paving roadwork with misc sidewalk work included.

City of Lynn Haven Florida - Request for Qualifications

Individual Committee Member Scoring Sheet

**COLH 25.26-01 - TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

RFP# and Title:

Firm/Company:

Committee Member Name:

Committee Member Signature:

Date:

Three Notch Group

Ty Farris

12/15/2025

Criteria Element	Score (see legend below)	Total Possible Points	Points Scored
I. Organization and Staffing - Evaluates the roles, responsibilities, experience, qualifications, and resumes of key personnel and any subconsultants proposed for the project.	4.00	25	20.00
II. Experience of the Firm & References - Assesses the firm's experience with similar projects (including sidewalk and FDOT LAP projects), along with the quality and relevance of provided client references.	2.80	25	14.00
III. Availability of Workload & Willingness to Meet Time Requirements - Measures the firm's capacity to manage the project within the required schedule and budget, including staff availability, projected hours, and a proposed project timeline.	2.50	20	10.00
IV. Project Approach and Understanding of Critical Issues - Reviews the firm's project management plan, understanding of the scope, quality control procedures, coordination methods, and ability to address construction-phase challenges.	4.00	30	24.00
	TOTAL	100	68.00

Superior:	4.1 - 5
Excellent:	3.1 - 4
Good:	2.1 - 3
Fair:	1.1 - 2
Poor:	0 - 1

COMMENTS

1. Previous projects were primarily smaller in scale and the firm does not have LAP project experience.

2. Availability - one inspector 50%.

**TENNESSEE AVE. SIDEWALK PROJECT
CONSTRUCTION ENGINEERING and
INSPECTION (CEI) SERVICES**

**REQUEST FOR QUALIFICATIONS
INFORMATION PACKAGE**

FDOT FPID #: 451723-1-68-01

CITY OF LYNN HAVEN RFQ NUMBER: RFQ 25.26-01

October 13, 2025



**CITY OF LYNN HAVEN
City Commission
825 Ohio Ave.
Lynn Haven, FL 32444**

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**City of Lynn Haven City Commission
REQUEST FOR QUALIFICATIONS**

**CITY OF LYNN HAVEN RFQ Number: RFQ 25.26-01
FDOT FPID NO. 451723-1-68-01
LAPIT Document No.**

The City of Lynn Haven is seeking construction engineering and inspection services relating to the construction of the Tennessee Ave. Sidewalk Project. The scope of this project will include inspection services during construction of the 5' sidewalk along the east side of Tennessee Ave. between 5th Street and 14th Street in Lynn Haven, Florida as identified in the City's Local Agency Participation contract with the Florida Department of Transportation (FDOT). The complete scope of services can be found in Part III of the Request for Qualifications. Consideration will be given to only those firms that are qualified pursuant to law and that have been pre-qualified by FDOT to perform the indicated types of work.

Work Types:	10.1 - CEI
Questions Deadline:	November 17, 2025 at 12:00 Noon CST
Proposals Due Date:	December 11, 2025 2:00 PM CST
Bid Opening Date:	December 11, 2025 2:00 PM CST

This project is federally funded with assistance from the FDOT and the Federal Highway Administration (FHWA). By submitting a proposal, the Consultant certifies that they are in compliance with FDOT Procedure No. 375-030-006 (Restriction on Consultants Eligibility to Compete for Department Contracts) and that no principle is presently suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this transaction by any Federal Department or Agency.

Information regarding the proposal can be obtained at the City of Lynn Haven Clerk's Office, 825 Ohio Ave., Lynn Haven, Florida 32444, and on the City's Web Site at www.cityoflynnhaven.com. In order to ensure a fair, competitive, and open process, once a project is advertised for Letters of Qualifications, all communications between interested firms and the City must be directed to the City's CRA Director, in writing, via email. Please include "**RFQ 25.26-01 Tennessee Ave. Sidewalk Project Construction Engineering and Inspection Services**" in the subject line of the email. No telephone calls will be accepted.

Ben Janke, CRA Director
825 Ohio Avenue, Lynn Haven, FL 32444
bjanke@cityoflynnhaven.com

If interested, qualified Consultants are required to submit one original and three (3) copies of the letter of response to the City of Lynn Haven Clerk's Office, 825 Ohio Ave., Lynn Haven, FL 32444 by the response deadline.

Please indicate on the envelope that this is a sealed proposal for the "**RFQ 25.26-01 Tennessee Ave. Sidewalk Project Construction Engineering and Inspection Services**".

**CITY OF LYNN HAVEN
Lynn Haven, FL 32444
/s/ CHRIS LIGHTFOOT, INTERIM CITY MANAGER**



CITY OF LYNN HAVEN, FLORIDA

18

Commission Agenda Report

Department: Water

Prepared by: Cory Bracy

Agenda Title: Bell Circle Watermain Connection Loop

Staff Recommends: To approve Resolution 2026-01-510 Awarding the contract IBF 25.26-07 for Bell Circle Watermain Connection Loop Improvements to Mainline Construction, LLC in the amount of \$54,893.15.

I. Report in Brief:

The Water department has a requirement for Bell Circle to including construction of a new water main and a new fire hydrant assembly. Requesting the award of the Bell Circle Watermain Connection Loop project be approved to the lowest responsive bidder, Mainline Construction, LLC,

Background:

The Invitation for Bid (ITB 25.26-07) was advertised on the Bay County Column publication as well as the City of Lynn Haven website on November 12, 2025. Responses to the IFB were due no later than 12/17/25 at 1pm CDT, the IFB closed with 10 bids received ranging from \$54,893.15 to \$160,000.00. Of the 10 bids received, Mainline Construction, LLC was the low bidder at \$54,893.15.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$75,000.00

Project #: 25016

III. Advertised: Yes **Date:** 11/12/2025 **Where:** COLH Website, Bay County Colum

Background Cont.:

N/A

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-01-510, Recommendation of Award, Notice of Award, Agreement, Bid Tabulation

RESOLUTION 2026-01-510

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, APPROVING AN AGREEMENT WITH MAINLINE CONSTRUCTION, LLC, RELATING TO THE BELL CIRCLE WATERMAIN CONNECTION LOOP PROJECT, IN AN AMOUNT NOT TO EXCEED \$59,893.15.

WHEREAS, the City has requested bids for the Bell Circle Waterman Connection Loop Project; and

WHEREAS, the City received ten bids that were timely and fully responsive to the City's request; and

WHEREAS, Staff recommends the City enter an agreement with Mainline Construction, LLC, and authorize a contingency amount of \$5,000.00.

NOW THEREFORE BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and Mainline Construction, LLC relating to the Bell Circle Watermain Connection Loop Project, for the base bid amount of Fifty Four Thousand, Eight Hundred Ninety Three and 15/100 Dollars (\$54,893.15), in substantially the form attached as Exhibit A and presented to the Commission today, with such changes, insertions or omissions as may be approved by the Mayor and Interim City Manager and whose execution shall be conclusive evidence of such approval.

2. The Interim City Manager is authorized to execute and deliver on behalf of the City change orders for unforeseen conditions related to this Project, in a cumulative amount that does not exceed Five Thousand Dollars (\$5,000.00), provided that the Client Infrastructure Director certifies that the change order does not result in a fundamental change to the scope of the Project or the standard of materials used for such, the Finance Director confirms the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

PASSED AND ADOPTED this ____ day of January 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

City Manager



December 23, 2025

Via e-mail

Mr. Bobby Baker
Chief Infrastructure Director
City of Lynn Haven
825 Ohio Avenue
Lynn Haven, Florida 32444

RE: **Bell Circle Watermain Connection Loop**
Recommendation for Award
CoLH Bid No. 25.26-07

Dear Mr. Baker:

On December 17, 2025, sealed bids were received at the Lynn Haven City Hall and opened for the referenced project. The bids were opened at 1:00 P.M. local time in the presence of bidders' representatives, City staff, and our team. A total of eight bids were received for the project and **Mainline Construction, LLC** was the low bidder.

Please see attached certified detailed bid tabulation.

During the review process, mathematical errors were identified in two of the bid submittals, however these issues did not affect the determination of the low bidder, and the noted errors are documented accordingly.

Based on the city's procurement policy, we recommend the City Commission award the project to **Mainline Construction, LLC** in the amount of **\$54,893.15**.

If the City Commission approves of the recommendation, please have Mr. Chris Lightfoot sign the attached **Notice of Award** and forward us a copy so we can process all contract documents with the contractor. Also attached is the **Agreement** which does not need to be signed until we receive the bonds from the contractor.

If you have any questions, please call me at 850.596.1235.

Sincerely,
PANHANDLE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to be "C. Forehand", written over a circular stamp or seal.

Chris Forehand, P.E.
President

cc: Mr. Chris Lightfoot, Interim City Manager, City of Lynn Haven
Mr. Cory Bracy, Purchasing Director, City of Lynn Haven
Mr. Sethin Simmons, P.E., Panhandle Engineering Inc.
Mr. Aaron Pacher, E.I., Panhandle Engineering Inc.

SECTION 00080
NOTICE OF AWARD

TO: **Mainline Construction, LLC**
2005 Industrial Drive
Panama City, FL 32405

CITY OF LYNN HAVEN
BELL CIRCLE WATERMAIN CONNECTION LOOP

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Fifty-Four Thousand Eight Hundred Eighty Three Dollars and Fifteen Cents (\$54,893.15).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within Three (3) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____, 2026.

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

THE CITY OF LYNN HAVEN

BY: _____

NAME: **Mr. Chris Lightfoot**

TITLE: **Interim City Manager**

DATE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2026.

Name: Mr. Rhonda Lewis

Title: President

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

END OF SECTION 00080

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF LYNN HAVEN
BELL CIRCLE WATERMAIN CONNECTION LOOP**

This Agreement made as of this _____ day of _____, 2026, by and between the **City of Lynn Haven, Florida** - (the "CITY"), whose address is 825 Ohio Ave., Lynn Haven, FL 32444, and **Mainline Construction, LLC**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 2005 Industrial Drive, Panama City, FL 32405.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES & COMPENSATION

The CONTRACTOR'S responsibility under this Agreement is to provide all materials, labor, and equipment to complete construction of **BELL CIRCLE WATERMAIN CONNECTION LOOP** ("Project") in accordance with the City's bid documents.

All work shall be completed within **60 days** of the Notice to Proceed. Liquidated damages shall be assessed in the amount of **\$500** for each consecutive calendar day the Project remains unfinished from the date of completion identified in the Notice to Proceed.

The CONTRACTOR agrees to perform all of the work described in the Contract Documents for the sum of **\$54,893.15**. The CITY will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions.

ARTICLE 2 – CONTRACT DOCUMENTS

The Contract Documents means this Agreement and also includes the following:

- Notice to Receive Sealed Bids
- Information for Bidders
- Bid Form
- Bid Bond
- Sales Tax Exempt Purchasing Agreement
- Performance Bond
- Payment Bond
- Contractor's Response to the Bid
- Notice of Award
- Notice to Proceed
- General Conditions
- Technical Specifications
- All Appendices
 - Florida Trench Safety Act Form
 - Public Entity Crimes Statement Form
 - Drug-Free Workplace Form
 - Certification Regarding Debarment, Suspension Form
 - Anti-Collusion Clause Form
 - Florida Underground Utility License
 - FDOT Certifications
- Construction Plans Prepared by Panhandle Engineering
- Addendums

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 3 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 4 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 5 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 6 – INSURANCE & INDEMNIFICATION

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive business automobile liability insurance in the amount of \$1,000,000 per occurrence, combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the

CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Lynn haven, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

CONTRACTOR shall also purchase and maintain "All Risk" type Builder's Risk Insurance for the Project for all fencing, lighting, electrical, and all other vertical structures. Unless specifically authorized by the CITY, the amount of insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke from the beginning of construction and until the work is accepted by the City. The policy shall name the City as an additional insured.

- C. CONTRACTOR shall indemnify and hold harmless and defend the CITY and its officers, employees, agents, and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) Contractor's negligent performance of the work or the performance of any of its subcontractors or agents. The covenants contained in this paragraph shall survive the termination of this Agreement.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

ARTICLE 7 - LIQUIDATED DAMAGES

All work shall be completed within **60 days** of the Notice to Proceed. Liquidated damages shall be assessed in the amount of **\$500** for each consecutive calendar day the Project remains unfinished from the date of completion identified in the Notice to Proceed.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 8 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 9

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Lynn Haven in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Lynn haven and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2021), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that

- the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
- E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119 Florida Statutes to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records at 850-265-2121, by email at publicrecordsrequest@cityoflynnhaven.com, or via mail, at 825 Ohio Avenue, Lynn Haven, FL 32444.

ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 11 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 12 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 13 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 14 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15 - VENUE

The shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 16 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

CITY OF LYNN HAVEN
c/o Chris Lightfoot, Interim City Manager
817 Ohio Avenue
Lynn Haven, Florida 32444
Email Address: clightfoot@cityoflynnhaven.com

With a copy to: Kevin D. Obos, Esq. City Attorney
Hand Arendall Harrison Sale
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

Mainline Construction, LLC
13536 Highway 77
Panama City, FL 32409

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY MANAGER/CLERK

CITY OF LYNN HAVEN, FLORIDA

Attest: _____
Chris Lightfoot
Interim City Manager

By: _____
Jesse Nelson, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

Mainline Construction, LLC
Business Name:

By: _____
Signature

Witness: _____
Name

Signature

Rhonda Lewis, President
Print Name and Title

Approved as to Form For the reliance of the
City of Lynn haven only:

Kevin D. Obos, Hand Arendall Harrison Sale
City Attorney



BELL CIRCLE WATERMAIN CONNECTION LOOP

Panhandle Engineering Project No. 150085
 Bid Opening: 1:00 P.m.CST, Wednesday, December 17, 2025
 City of Lynn Haven



BASE BID ITEMS				CONTRACTORS									
				850 CONSTRUCTION	CWR	CBC	INFRASTRUCTURE	BCL	MARSHALL BROTHERS	MAINLINE	GCUC	ECSC	ASAP
ITEM	DESCRIPTION	UNIT	QTY										
A1	Mobilization	1	LS	\$3,040.88	\$7,400.00	\$3,969.41	\$10,000.00	\$7,150.00	\$3,296.00	\$800.00	\$3,500.00	\$3,042.58	\$5,000.00
A2	Demolition	1	LS	\$766.44	\$320.00	\$859.25	\$5,000.00	\$3,820.00	\$1,599.00	\$500.00	\$750.00	\$334.73	\$1,500.00
A3	Bonds & Insurance (Includes Builders Risk)	1	LS	\$1,555.53	\$180.00	\$1,321.92	\$5,000.00	\$1,450.00	\$1,318.00	\$675.00	\$2,000.00	\$1,209.09	\$1,500.00
A4	Maintenance of Traffic	1	LS	\$3,040.88	\$900.00	\$1,652.40	\$7,500.00	\$1,300.00	\$533.00	\$610.00	\$5,000.00	\$526.14	\$4,000.00
A5	Construction Testing	1	LS	\$1,824.53	\$2,600.00	\$1,321.92	\$7,500.00	\$1,950.00	\$1,066.00	\$1,640.90	\$2,750.00	\$1,590.91	\$1,800.00
A6	Stakeout/Asbuilts by Registered Land Surveyor	1	LS	\$3,405.78	\$2,500.00	\$1,321.92	\$7,500.00	\$4,670.00	\$639.00	\$4,392.00	\$2,750.00	\$3,181.82	\$1,800.00
A7	Erosion Control	1	LS	\$973.08	\$720.00	\$462.67	\$4,500.00	\$650.00	\$799.00	\$665.25	\$1,250.00	\$371.31	\$600.00
B1	6-inch PVC Water Main	1	LS	\$409.60	\$380.00	\$1,040.60	\$4,500.00	\$900.00	\$2,424.00	\$648.80	\$1,500.00	\$513.66	\$350.00
B2	6-inch Bends & Fittings	1	LS	\$1,758.04	\$3,000.00	\$588.78	\$5,000.00	\$590.00	\$3,036.00	\$860.83	\$1,500.00	\$1,435.31	\$2,400.00
B3	8-inch PVC Water Main	1	LS	\$6,256.98	\$6,500.00	\$16,224.00	\$21,000.00	\$9,810.00	\$9,181.00	\$7,101.79	\$12,500.00	\$6,014.14	\$9,000.00
B4	8-inch Bends & Fittings	1	LS	\$3,030.11	\$2,100.00	\$1,410.22	\$7,500.00	\$1,680.00	\$5,364.00	\$2,508.83	\$4,000.00	\$3,042.12	\$2,000.00
B5	12-inch Fittings	1	LS	\$6,910.44	\$5,900.00	\$3,998.94	\$15,000.00	\$6,650.00	\$8,251.00	\$6,488.20	\$7,500.00	\$5,223.84	\$1,000.00
B6	Fire Hydrant Assembly	1	LS	\$7,915.89	\$6,800.00	\$7,764.30	\$15,000.00	\$9,015.00	\$8,435.00	\$8,731.65	\$7,250.00	\$8,404.21	\$12,000.00
B7	Asphalt Restoration	1	LS	\$1,672.44	\$2,100.00	\$6,203.43	\$7,500.00	\$1,800.00	\$1,599.00	\$2,245.20	\$5,000.00	\$3,090.82	\$1,300.00
B8	Concrete Restoration	1	LS	\$3,041.00	\$960.00	\$1,097.26	\$7,500.00	\$1,975.00	\$1,066.00	\$661.48	\$1,750.00	\$657.67	\$1,000.00
B9	Sod	1	LS	\$1,575.00	\$1,750.00	\$4,696.00	\$7,500.00	\$2,265.00	\$1,279.00	\$1,372.00	\$3,500.00	\$2,448.09	\$5,000.00
B10	Any Other Item Not Specified But Shown In The Plans	1	LS	\$0.00	\$0.00	\$2,742.98	\$7,500.00	\$1,415.00	\$1,043.00	\$1.22	\$2,500.00	\$1,294.03	\$2,000.00
C1	Allowance for unforeseen conditions and additions by City and Engineer	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL LUMP SUM BID =				\$62,176.62	\$59,110.00	\$70,575.00	\$160,000.00	\$72,090.00	\$65,928.00	\$54,893.15	\$80,000.00	\$57,380.47	\$67,050.00

Note: B5 had a reported typo of \$6,69410.44

Note: Incorrectly reported as \$66,850.00

CERTIFIED BY: Christopher B. Forehand

12/23/25

263



Department: Water

Prepared by: Cory Bracy

Agenda Title: Bradford Circle Water System Improvement

Staff Recommends: To approve Resolution 2026-01-511 Awarding the contract for Bradford Circle Water System Improvements to 850 Construction Services, LLC in the amount of \$277,823.47.

I. Report in Brief:

The Water department has a requirement for Bradford Circle to include a new water main and to relocate water service meters and fire hydrants. Requesting the award of the Bradford Circle Water System Improvement project be approved to the lowest responsive bidder, 850 Construction Services, LLC.

Background:

The Invitation for Bid (IFB) was advertised on the Bay County Column publication as well as the City of Lynn Haven website on November 12, 2025. Responses to the IFB were due no later than 12/17/25 at 11am CDT, the IFB closed with eight (8) bids received ranging from \$277,823.47 to \$512,215.00. Of the eight (8) bids received, 850 Construction Services, LLC was the low bidder at \$277,823.47.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$300,000.00

Project #: 25015

III. Advertised: Yes **Date:** 11/12/2025 **Where:** COLH Website, Bay County Colum

Background Cont.:

N/A

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-01-511, Recommendation of Award, Notice of Award, Agreement, Bid Tabulation

RESOLUTION 2026-01-511

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, APPROVING AN AGREEMENT WITH 850 CONSTRUCTION SERVICES, LLC, RELATING TO THE BRADFORD CIRCLE WATER SYSTEM IMPROVEMENT PROJECT, IN AN AMOUNT NOT TO EXCEED \$297,823.47.

WHEREAS, the City has requested bids for the Bradford Circle Water System Improvement Project; and

WHEREAS, the City received eight bids that were timely and fully responsive to the City's request; and

WHEREAS, Staff recommends the City enter an agreement with 850 Construction Services, LLC and authorize a contingency amount of \$20,000.00.

NOW THEREFORE BE IT RESOLVED that:

1. The appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement between the City and 850 Construction Services, LLC relating to the Bradford Circle Water System Improvement Project, for the base bid amount of Two Hundred Seventy Seven Thousand, Eight Hundred Twenty Three and 47/100 Dollars (\$277,823.47), in substantially the form attached as Exhibit A and presented to the Commission today, with such changes, insertions or omissions as may be approved by the Mayor and Interim City Manager and whose execution shall be conclusive evidence of such approval.

2. The Interim City Manager is authorized to execute and deliver on behalf of the City change orders for unforeseen conditions related to this Project, in a cumulative amount that does not exceed Twenty Thousand Dollars (\$20,000.00), provided that the Client Infrastructure Director certifies that the change order does not result in a fundamental change to the scope of the Project or the standard of materials used for such, the Finance Director confirms the contingency amount set forth herein is not exceeded, and the City Attorney has reviewed the form of the change order.

PASSED AND ADOPTED this ____ day of January 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

City Manager



December 23, 2025

Via e-mail

Mr. Bobby Baker
Chief Infrastructure Director
City of Lynn Haven
825 Ohio Avenue
Lynn Haven, Florida 32444

RE: **Bradford Circle Water System Improvements**
Recommendation for Award
CoLH Bid No. 25.26-08

Dear Mr. Baker:

On December 17, 2025, sealed bids were received at the Lynn Haven City Hall and opened for the referenced project. The bids were opened at 11:00 A.M. local time in the presence of bidders' representatives, City staff, and our team. A total of eight bids were received for the project and **850 Construction Services, LLC** was the low bidder.

Please see attached certified detailed bid tabulation.

Based on the city's procurement policy, we recommend the City Commission award the project to **850 Construction Services, LLC** in the amount of **\$277,823.47**.

If the City Commission approves of the recommendation, please have Mr. Chris Lightfoot sign the attached **Notice of Award** and forward us a copy so we can process all contract documents with the contractor. Also attached is the **Agreement** which does not need to be signed until we receive the bonds from the contractor.

If you have any questions, please call me at 850.596.1235.

Sincerely,
PANHANDLE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to be "Chris Forehand", written over a blue circular scribble.

Chris Forehand, P.E.
President

cc: Mr. Chris Lightfoot, Interim City Manager, City of Lynn Haven
Mr. Cory Bracy, Purchasing Director, City of Lynn Haven
Mr. Sethin Simmons, P.E., Panhandle Engineering Inc.
Mr. Aaron Pacher, E.I., Panhandle Engineering Inc.

SECTION 00080
NOTICE OF AWARD

TO: **850 Construction Services, LLC**
13536 Highway 77
Panama City, FL 32409

CITY OF LYNN HAVEN
BRADFORD CIRCLE WATER SYSTEM IMPROVEMENTS

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of Two Hundred Seventy-Seven Thousand Eight Hundred Twenty-Three Dollars and Forty-Seven Cents (\$277,823.47).

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this NOTICE to you.

If you fail to execute said Agreement and to furnish said BONDS within Three (3) calendar days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ____ day of _____ 2026.

ATTEST:
BY: _____
NAME: _____
TITLE: _____
DATE: _____

THE CITY OF LYNN HAVEN
BY: _____
NAME: **Mr. Chris Lightfoot**
TITLE: **Interim City Manager**
DATE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By: _____

This _____ day of _____, 2026.

Mr. Jamie Schulte

Title: President

ATTEST:

BY: _____

NAME: _____

TITLE: _____

DATE: _____

END OF SECTION 00080

**AGREEMENT FOR CONTRACTOR SERVICES
CITY OF LYNN HAVEN
BRADFORD CIRCLE WATER SYSTEM IMPROVEMENTS**

This Agreement made as of this _____ day of _____, 2026, by and between the **City of Lynn Haven, Florida** - (the "CITY"), whose address is 825 Ohio Ave., Lynn Haven, FL 32444, and **850 Construction Services, LLC**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 13536 Highway 77, Panama City, FL 32409.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 – SERVICES & COMPENSATION

The CONTRACTOR'S responsibility under this Agreement is to provide all materials, labor, and equipment to complete construction of **BRADFORD CIRCLE WATER SYSTEM IMPROVEMENTS** ("Project") in accordance with the City's bid documents.

All work shall be completed within **180 days** of the Notice to Proceed. Liquidated damages shall be assessed in the amount of **\$500** for each consecutive calendar day the Project remains unfinished from the date of completion identified in the Notice to Proceed.

The CONTRACTOR agrees to perform all of the work described in the Contract Documents for the sum of **\$277,823.47**. The CITY will pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions.

ARTICLE 2 – CONTRACT DOCUMENTS

The Contract Documents means this Agreement and also includes the following:

- Notice to Receive Sealed Bids
- Information for Bidders
- Bid Form
- Bid Bond
- Sales Tax Exempt Purchasing Agreement
- Performance Bond
- Payment Bond
- Contractor's Response to the Bid
- Notice of Award
- Notice to Proceed
- General Conditions
- Technical Specifications
- All Appendices
 - Florida Trench Safety Act Form
 - Public Entity Crimes Statement Form
 - Drug-Free Workplace Form
 - Certification Regarding Debarment, Suspension Form
 - Anti-Collusion Clause Form
 - Florida Underground Utility License
 - FDOT Certifications
- Construction Plans Prepared by Panhandle Engineering
- Addendums

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 3 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 4 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 5 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 6 – INSURANCE & INDEMNIFICATION

- A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive business automobile liability insurance in the amount of \$1,000,000 per occurrence, combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the

CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of \$1,000,000 and \$2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Lynn haven, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. CONTRACTOR shall also purchase any other coverage required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

CONTRACTOR shall also purchase and maintain "All Risk" type Builder's Risk Insurance for the Project for all fencing, lighting, electrical, and all other vertical structures. Unless specifically authorized by the CITY, the amount of insurance shall not be less than the Contract Price totaled in the Bid. The policy shall cover not less than the losses due to fire, explosion, hail, lightening, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke from the beginning of construction and until the work is accepted by the City. The policy shall name the City as an additional insured.

- C. CONTRACTOR shall indemnify and hold harmless and defend the CITY and its officers, employees, agents, and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the sites by Contractor or anyone claiming by, through or under Contractor; or (ii) Contractor's negligent performance of the work or the performance of any of its subcontractors or agents. The covenants contained in this paragraph shall survive the termination of this Agreement.

If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.

ARTICLE 7 - LIQUIDATED DAMAGES

All work shall be completed within **180 days** of the Notice to Proceed. Liquidated damages shall be assessed in the amount of **\$500** for each consecutive calendar day the Project remains unfinished from the date of completion identified in the Notice to Proceed.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 8 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 9

PUBLIC RECORDS LAW. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Lynn Haven in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Lynn haven and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2021), Contractor must:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- B. Provide the public with access to public records on the same terms and conditions that

- the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
 - E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the custodian of public records at 850-265-2121 ext. 121, by email at publicrecordsrequest@cityofflynhaven.com, or via mail, at 825 Ohio Avenue, Lynn Haven, FL 32444.

ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

The CONTRACTOR shall hold the CITY, its officers, agents and employees harmless and free from any loss, damage or expense arising out of any occurrence relating to this Agreement or its performance and shall indemnify the CITY, its officers, agents and employees, customers, and successors against any damage or claim of any type arising from the negligent or intentional acts or omission of the CONTRACTOR.

ARTICLE 11 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 12 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 13 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 14 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 15 - VENUE

The shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Bay County, Florida, or the United States District Court for the Northern District of Florida, as applicable.

ARTICLE 16 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

CITY OF LYNN HAVEN
c/o Chris Lightfoot, Interim City Manager
817 Ohio Avenue
Lynn Haven, Florida 32444
Email Address: clightfoot@cityoflynnhaven.com

With a copy to: Kevin D. Obos, Esq. City Attorney
Hand Arendall Harrison Sale
P.O. Drawer 1579
Panama City, FL 32402
Phone: (850) 769-3434
Fax: (850) 769-6121

and if sent to the CONTRACTOR shall be mailed to:

850 Construction Services, LLC
13536 Highway 77
Panama City, FL 32409

Either party may change its address noted above by giving written notice to the other party in accordance with the requirements of the Section.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY MANAGER/CLERK

CITY OF LYNN HAVEN, FLORIDA

Attest: _____
Chris Lightfoot
Interim City Manager

By: _____
Jesse Nelson, Mayor

Contractor Witnesses:
(2 REQUIRED)

Contractor:

Witness: _____
Name

Signature

850 Construction Services, LLC
Business Name:

By: _____
Signature

Witness: _____
Name

Signature

Jamie Schulte, President
Print Name and Title

Approved as to Form For the reliance of the
City of Lynn haven only:

Kevin D. Obos, Hand Arendall Harrison Sale
City Attorney



BRADFORD CIRCLE WATER SYSTEM IMPROVEMENTS

Panhandle Engineering Project No. 150079
 Bid Opening: 11:00 a.m.CST, Wednesday, December 17, 2025
 City of Lynn Haven



BASE BID ITEMS				CONTRACTORS							
ITEM	DESCRIPTION	UNIT	QTY	850 CONSTRUCTION	BCL	BCL	CWR	ECSC	GCUC	MAINLINE	MARSHALL BROTHERS
A1	Mobilization	1	LS	\$5,640.62	\$12,080.00	\$15,876.02	\$31,000.00	\$6,574.15	\$7,500.00	\$6,555.00	\$14,738.00
A2	Demolition	1	LS	\$9,750.94	\$16,095.00	\$14,609.56	\$3,000.00	\$15,858.46	\$32,500.00	\$2,587.50	\$16,297.00
A3	Bonds & Insurance (Includes Builders Risk)	1	LS	\$5,760.63	\$9,020.00	\$4,626.73	\$1,500.00	\$7,333.33	\$5,000.00	\$3,500.00	\$5,895.00
A4	Maintenance of Traffic	1	LS	\$3,000.33	\$5,350.00	\$1,652.40	\$9,000.00	\$3,875.00	\$7,500.00	\$1,610.00	\$3,259.00
A5	Construction Testing	1	LS	\$5,508.10	\$2,400.00	\$3,304.80	\$19,000.00	\$5,866.67	\$5,000.00	\$5,807.50	\$2,172.00
A6	Stakeout/Asbuilts by Registered Land Surveyor	1	LS	\$4,920.55	\$13,080.00	\$6,609.60	\$13,000.00	\$7,333.33	\$5,000.00	\$12,650.00	\$1,629.00
A7	Erosion Control	1	LS	\$1,800.20	\$4,060.00	\$3,238.70	\$8,600.00	\$1,263.89	\$3,250.00	\$2,960.85	\$2,716.00
B1	6-Inch PVC Water Main	1	LS	\$25,941.07	\$41,090.00	\$65,377.00	\$31,000.00	\$37,266.15	\$27,500.00	\$60,518.85	\$35,722.00
B2	6-Inch Bends & Fittings	1	LS	\$24,351.72	\$37,210.00	\$15,858.58	\$25,000.00	\$27,641.52	\$22,500.00	\$25,907.62	\$30,675.00
B3	6-Inch Line Stop	1	LS	\$10,659.14	\$12,705.00	\$6,477.41	\$11,000.00	\$15,557.83	\$15,815.00	\$9,613.08	\$9,235.00
B4	1-Inch Service Line (Same Side of the Road)	1	LS	\$27,999.75	\$30,450.00	\$34,273.84	\$36,000.00	\$28,796.38	\$57,500.00	\$43,509.78	\$23,311.00
B5	1-Inch Service Line (Directional Bore Under Road)	1	LS	\$56,939.34	\$68,950.00	\$68,709.30	\$66,000.00	\$55,801.78	\$85,000.00	\$68,398.40	\$81,395.00
B6	Fire Hydrant Assembly	1	LS	\$33,664.08	\$29,210.00	\$31,115.44	\$32,000.00	\$34,049.99	\$30,185.00	\$30,901.22	\$35,863.00
B7	Concrete Driveway Restoration	1	LS	\$25,058.40	\$37,710.00	\$22,958.04	\$56,000.00	\$48,594.24	\$170,165.00	\$40,517.20	\$26,075.00
B8	Sod	1	LS	\$16,428.00	\$20,660.00	\$26,191.50	\$21,640.00	\$23,000.00	\$10,800.00	\$9,200.00	\$5,432.00
B9	Any Other Item Not Specified But Shown In The Plans	1	LS	\$5,400.60	\$26,720.00	\$7,871.08	\$2,730.00	\$13,315.53	\$12,000.00	\$8,364.33	\$5,359.00
C1	Allowance for unforeseen conditions and additions by City and Engineer	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
TOTAL LUMP SUM BID =				\$277,823.47	\$381,790.00	\$343,750.00	\$381,470.00	\$347,128.25	\$512,215.00	\$347,601.33	\$294,773.00

CERTIFIED BY: Christopher B. Forehand, P.E.

DATE: 12/23/25



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

20

Department: Fire Rescue

Prepared by: Mark A. Johnson

Agenda Title: Mutual Aid Agreement Tyndall Air Force B

Staff Recommends: Staff recommends to approve the Mutual aid agreement

I. Report in Brief:

This resolution is a renewal of an existing mutual aid agreement. This agreement will be in effect upon ratification for 5 years.

Background:

This was an existing agreement that is being renewed and will be in effect for 5 years.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount:

Project #:

III. Advertised:

Date:

Where:

Background Cont.:

IV. Alternatives:

V. Attachments:

Resolution 2026-01-512

RESOLUTION 2026-01-512

A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA, APPROVING A MUTUAL AID AGREEMENT WITH THE SECRETARY OF THE AIR FORCE, RELATING TO THE PROVISION OF FIRE AND EMERGENCY SERVICES AND HAZARDOUS MATERIALS INCIDENT RESPONSE IN THE CITY AND AT TYNDALL AIR FORCE BASE.

BE IT RESOLVED that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain Agreement for Mutual Aid in Fire & Emergency Services and Hazardous Materials Incident Response between the City and the Secretary of the Air Force by and through the Commander Tyndall AFB, FL, relating to the provision of emergency response assistance at the request of either entity, in substantially the form attached as Exhibit A and presented to the Commission today, with such changes, insertions or omissions as may be approved by the Mayor and Interim City Manager and whose execution shall be conclusive evidence of such approval.

PASSED AND ADOPTED this _____ day of January 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Mayor

ATTEST:

Interim City Manager

WALTER T. KELLEY
MAYOR

JOHN B. LYNCH
CITY MANAGER

LARRY A. BODIFORD
CITY ATTORNEY



COMMISSIONERS
ANTONIUS G. BARNES
HAROLD HAYNES
ROGER P. SCHAD
FRANCES WITTKOPF

PUBLIC RECORDS - INSPECTING AND DUPLICATING PROCEDURE POLICY NUMBER 98-EX-7

- I. Reference** - Chapter 119, Florida Statutes
- II. Purpose** - To comply with the public records law and to set forth policy and procedure for safeguarding records and for providing access to certain records
- III. Policy:**
- A. It is the policy of the City of Lynn Haven that all records, except those exempted by law, shall at all times be open for personal inspection, examination or copying.
- B. "Public records" means all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, or other material, regardless of physical form or characteristics made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency - FS 119.011(1).
- IV. Procedures** - It shall be the responsibility of the City Manager/Clerk's Office to provide access to public records to anyone requesting the information at any reasonable time, under reasonable conditions and under the supervision of the custodian in the following manner:
- A. Published agendas for upcoming meetings and copies of the proposed or adopted budget for the current year will be available at no cost.
- B. A Commission meeting folder will be available for public inspection on the Monday preceding the Commission meeting.
- C. A copy of the Code of Ordinances and the Comprehensive Plan will be available for review at the Library.
- D. Records needed by a Board or Committee member to complete a task that has been assigned by the Board or Committee will be made available at no cost. X
- E. If an attorney or individual requests the examination or duplication of records or information on which a lawsuit is pending with the City, the City Attorney shall be contacted and advised of the same. The City Attorney will determine the City's response to the request.
- F. A request for public records may be made on the attached form. The records will be available in a reasonable length of time, which is the time required to retrieve the record and delete the exempt portions. A request for current year records will be available within two working days from the time the request is submitted. Since prior years records are stored in various locations, a request for these records will be available within five working days from the time the request is submitted.

- G. Custodians are not required to verbally give out information from the records. The statutory obligation is to provide access to or copies of the public records being requested.
- H. Custodians are not required to produce records in a particular form or format if they are not ordinarily created, filed, produced, maintained, or used in that form by the City.
- I. The City Manager will be advised immediately of citizen or news media complaints regarding access to public records.

V. Fees

- A. Fee for Duplication of Public Records - The uniform fee for copies to be charged per page is as follows:

1. 14" x 8 ½" or less - one sided	\$.15
2. 14" x 8 ½" or less - two sided	\$.20
3. Copies of meeting tapes	\$3.00 per tape(City furnishes the tape)
4. Certified Copies	\$1.00 plus duplication fee

- B. Fee for Extensive Clerical or Supervisory Assistance

The custodian must produce the records requested regardless of the number of documents involved or possible inconvenience. If the nature or volume of public records requested is such as to require extensive use of resources or extensive clerical or supervisory assistance by personnel of the department, a special service charge may be imposed in addition to the actual cost of duplication. The charge shall be reasonable and based upon the labor costs actually incurred.

The amount to be charged shall be minimum wage unless supervisory assistance is required. The rate when supervisory assistance is required will reflect the actual hourly rate of the individual providing the service. Costs shall be calculated in 15 minute increments. There shall be no charge for the first 15 minutes as the word "excessive" has been defined to mean longer than 15 minutes. Based upon the length of time estimated to provide the service, a deposit in that amount may be collected prior to the cost actually being incurred. Monies collected exceeding the actual cost of assistance and duplication shall be returned to the requestor. The provision of requested items will be made upon satisfaction of all payments; past and present.

VI. Records Management

Government agencies are plagued with an excessive volume of records, often because too many offices keep records they do not use. This accumulation is very expensive in terms of the high cost of office space, equipment and the personnel required to maintain the records for information retrieval. Therefore, the City does have a Records Management Program with retention periods set by the State of Florida. Some records may have been destroyed after the required retention period and after approval by the State.

Approved by City Commission October 27, 1998

REQUEST FOR PUBLIC RECORDS

The cost for public records duplication is:

14" x 8-1/2" or less – one sided	\$.15
14" x 8-1/2" or less – two sided	\$.20
Copies of meeting tapes	\$3.00 per tape (City furnishes the tape)
Certified copies	\$1.00 plus duplication fee
Extensive research	\$7.67 (minimum wage)

Please provide the following information:

REQUEST DATE: _____

PERSON REQUESTING: _____

ADDRESS TO BE MAILED TO: _____

TELEPHONE NUMBER: _____

DATE OF RECORD: _____

ADDITIONAL INFORMATION: _____

NUMBER OF COPIES REQUESTED: _____ TOTAL LABOR COST: _____

TOTAL COST: \$ _____

REQUEST FOR PUBLIC RECORDS

The cost for public records duplication are:

14" x 8 1/2" or less - one sided	\$.15
14" x 8 1/2" or less - two sided	\$.20
Copies of meeting tapes	\$3.00 per tape (City furnishes the tape)
Certified copies	\$1.00 plus duplication fee
Extensive research	\$5.15 (Minimum Wage)

Please provide the following information:

REQUEST DATE: _____

PERSON REQUESTING: _____

ADDRESS TO BE MAILED TO: _____

TELEPHONE NUMBER: _____

DATE OF RECORD: _____

TYPE OF RECORD: _____

ADDITIONAL INFORMATION: _____

NUMBER OF COPIES REQUESTED: _____ TOTAL LABOR COST: _____

TOTAL COST: _____