



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.

**CITY COMMISSION MEETING TUESDAY FEBRUARY 24TH, 2026 – 5:30 P.M.
WALTER T. KELLEY CHAMBERS – CITY HALL - 825 OHIO AVENUE**

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1. Call to order.	
2. Invocation by Police Chaplain Chris Rehberg and the Pledge of Allegiance.	
3. Additions, Deletions, Modifications of Agenda.	
4. PROCLAMATION – Flood Awareness Week 2026 – (read by Mayor Lowery).	4
CONSENT AGENDA:	
5. Approval of Minutes dated 02/10/26.	5-12
6. Declare Asset 4794 surplus and authorize staff to transfer the trailer to another police agency.	13-18
**MOTION NEEDED TO APPROVE CONSENT AGENDA	
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7. Second Reading of Ordinance 1185 Amending the Code of Ordinances to Prohibit Smoking and Vaping in City Parks. (City Attorney)	19-23
8. Discussion about Public Commentary and Town Hall. (Commissioner Warrick)	
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9. Discussion and possible approval of voting for one new member from the FIVE (5) applications received for the Planning Board. (Planning Coordinator)	24-50
NEW BUSINESS	
10. Discussion and possible approval of Resolution 2026-02-519 Approving and agreement with Panhandle Engineering to provide Construction Engineering and Inspection Services for Tennessee Ave Sidewalk project. (Director of the CRA)	51-90
11. Discussion and possible approval of Resolution 2026-02-520 Approving awarding the Ditch Digging Bid for as-needed services. (Interim City Manager)	91-108
12. Discussion and possible approval of Resolution 2026-02-521 Approving The appropriation of additional funds for Yates Plumbing and Utility Services. (Interim City Manager)	109-111
13. Discussion and possible approval of Resolution 2026-02-522 Approving a three-year extension of the city’s Commercial Garbage Contract with Waste Pro. (Interim City Manager)	112-125
14. Discussion of City Attorney – Dual RFP for new Contract or In-House Counsel Advertisement (Mayor Lowery)	
15. Public Commentary.	

16. Mayor's Report.	
17. Commissioners' Reports.	
18. Interim City Manager's Report.	
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19. City Attorney's Report.	
20. Adjourn.	

**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.



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PUBLIC PARTICIPATION & DECORUM AT CITY OF LYNN HAVEN COMMISSION MEETINGS

Any person may request to address the City Commission during any regular City Commission meeting.

Resolution 2024-04-428 (full document is available online) was passed to facilitate orderly public participation & decorum, and is briefly summarized below:

- A. Public participation at board meetings is intended to allow individual members of the public to address the Board on issues of public concern in Lynn Haven. The Chair is responsible for maintaining a respectful environment during public participation so that public comments can be heard and considered by the Board. Therefore, the Board Chair may interrupt or terminate any individual's speaking privilege if the Speaker's comments, attire, or Visual Aids constitute a personal attack; are slanderous, defaming, disruptive, or obscene; violate any law (including but not limited to copyright and intellectual property laws); or otherwise are in violation of this policy. The following guidelines apply to any public comment at Board meetings:
1. Speakers must be respectful of the Board, other members of the public, and others' opinions, and refrain from making personal attacks;
 2. No Political Candidate Campaigning, commercial advertising, solicitation, or defamation will be allowed as part of any presentation to the Board;
 3. Presentations to the Board must relate to issues which are in the public interest, and which pertain to Lynn Haven government activities. These priorities should be considered:
 - a. Statements of matters involving public health or safety;
 - b. Statements relating to Board actions or business;
 - c. Statements involving various City departments under the City Manager; and
 - d. Statements directly pertaining to relevant Lynn Haven government programs, projects, policies, or concerns.
 4. Speakers should make their comments concise and to the point, presenting relevant information they wish the Board to consider.
 5. All remarks must be addressed to the Board as a body and not to any individual member of the Board other than the Board Chair.
 6. No person, other than a member of the Board and the person having the floor, may be permitted to enter into any discussion, either directly or through a member of the Board, without permission of the Chair.
 7. A Speaker's time is an opportunity to direct comments to the Board; though questions may be presented to the Board, it is not a time for a question-and-answer session or dialogue.
 8. Any Speaker who becomes disorderly or who fails to confine remarks to the identified subject or business at hand or who violates this policy may be given a verbal warning by the Chair. Following such a warning, the Speaker may continue, provided that they do so in accordance with this policy. If, after such a warning the Speaker fails to comply with this policy, the Speaker may be directed to end their comments. If the Speaker does not do so, they may be subject to removal from the meeting room. The Chair may bar any person failing to comply with this policy after receiving a warning from making any additional comments during the meeting, unless permission to continue, or to address the Board again, is granted by the majority of the Board members present.
 9. Clapping, applauding, heckling or verbal outbursts in support of or opposition to a Speaker or their remarks is discouraged. Any such activity that becomes disruptive may result in removal from the meeting. Persons exiting the Commission Chamber or meeting room must do so quietly and in a non-disruptive manner.

PROCLAMATION

WHEREAS, the City of Lynn Haven, Florida has experienced severe weather in the past in the form of extreme rainfall or tropical system events resulting in flooding in West Bay Area of Florida, and this flooding has caused damage and flood losses to homes and buildings in all areas whether they are high-risk special flood hazard areas or low to moderate risk flood zones; and

WHEREAS, the City of Lynn Haven, Florida is a voluntary participant in the National Flood Insurance Program that provides residents with the opportunity to protect themselves against flood loss through the purchase of flood insurance at reduced insurance premium rates as well as setting higher regulatory standards to reduce the flood risk and potential flood damage to their property; and

WHEREAS, the reduction of loss of life and property damage can be achieved when appropriate flood preparedness, control, and mitigation measures are taken before a flood; and

WHEREAS, public education and awareness of potential weather hazards and methods of protection are critical to the health, safety and welfare of residents. The Florida Floodplain Managers Association (FFMA), have declared the week beginning March 9th through 15th, 2026, as Flood Awareness Week to promote awareness and increase knowledge of flood risk, the availability of flood insurance, flood protection methods, and how to prepare for emergencies;

NOW, THEREFORE, I, Mayor Lowery and the City Commission, by virtue of the authority vested in us by the laws of Lynn Haven in Bay County and Florida, do hereby proclaim the week beginning March 9th, 2026, as

FLOOD AWARENESS WEEK

and further encourage the citizens to increase their knowledge of how to protect themselves and their property from flooding.

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 24th day of February 2025.

Dr. Dave Lowery, Mayor

Attest:

Chris Lightfoot, Interim City Manager

TUESDAY, FEBRUARY 10, 2026
CITY COMMISSION MEETING – 5:30 P.M.

Present: Dave Lowery, 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 Lowery called the meeting to order at 5:30 P.M.

Item # 2. Invocation and the Pledge of Allegiance.

The invocation was given by Pastor Ramsey from Harvest Worship followed by the Pledge of Allegiance.

Item # 3. Additions, Deletions, and/or Modifications to the Agenda.

Motion by Commissioner Warrick to add an item to discuss the City Manager position.

to add an item to discuss public commentary.

to add an item to discuss timelines for the Charter Review committee deliverables.

Second to the Motion:

Commissioner Tinder

On Vote:

Warrick aye
Tinder aye
Peebles aye
Perno aye
Lowery aye

Motion passed: 5-0

Item # 4. Arc of the Bay presentation by Mr. Ron Sharpe.

Mr. Sharpe spoke about the free tax services provided by the Arc of the Bay and provided statistics of the assistance they have provided. He asked the Commission to share the flyers with their associates.

CONSENT AGENDA

Item # 5. Approval of Minutes dated 01/29/26 - Regular meeting. (was 5)

Item # 6. To appoint Johnnie Beshearse to the Finance Review Committee to replace Mr. McCambry, who resigned. (was 6)

Item # 7. To declare LHFD mobile air unit as surplus and auction off on GovDeals. (was 7)

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

Second to the Motion:

Commissioner Peebles

On Vote:

Tinder aye
Peebles aye

Perno aye
Warrick aye
Lowery aye

Motion passed: 5-0

OLD BUSINESS

PUBLIC HEARING Opens (5.37pm)

Item # 8. First Reading of Ordinance 1176-AR Comp Plan Amendments.

The Interim City Manager read the Ordinance by title only.

The City Attorney explained the item, being a public hearing for a reading and submittal to the state, to come back in about 6 months for adoption.

Mayor Lowery opened the floor to the commission for discussion. A member of the public said they could not hear anyone.

Motion by Commissioner Perno to approve Ordinance 1176-AR Comp Plan Amendments and submittal thereof to the state.

Second to the Motion: Commissioner Peebles

Mayor Lowery opened the floor to the public for comments. There were none.

On Vote:

Perno aye
Tinder aye
Peebles aye
Warrick aye
Lowery aye

Motion passed: 5-0

PUBLIC HEARING Closes (5.43pm)

TABLED BUSINESS

None

NEW BUSINESS

Item # 9. Discussion and possible approval of voting for two new members from the applications received for the Planning Board.

The interim City Manager explained that an online application had failed to make it on the agenda even though it had been submitted in time and asked that this be tabled so they can review the omitted application.

Mayor Lowery spoke about the previous agreement that Mr. Clubbs be appointed at the next available position. He would like honor the prior promise to Mr. Clubbs and appoint him to one seat and then consider the remaining seat at next meeting.

Commissioner Warrick asked if this is the last time this Board of Adjustment ‘holding place’ method is used. Other commissioners agreed.

Motion by Commissioner Tinder to appoint Mr.

Second to the Motion: Commissioner Peebles

On Vote:

Tinder aye
Perno aye
Peebles aye
Warrick aye
Lowery aye

Motion passed: 5-0

Item # 10. Discussion and possible approval of Resolution 2026-02-518 Agreement with EPSS for replacement catwalk for Digester 4 at AWT.

The Interim City Manager Read the resolution by title only and explained the item.

Mayor Lowery advised he had toured the facility last week and the fiberglass is in bad shape and unsafe.

Mayor Lowery opened the floor to the commission for discussion. There was none.

Motion by Commissioner Tinder to approve of Resolution 2026-02-518 Agreement with EPSS for replacement catwalk for Digester 4 at AWT.

Second to the Motion: Commissioner Warrick

Mayor Lowery opened the floor to the public for comments. Commissioner Perno added that this was budgeted for the full amount, but we also have received an insurance payment for it. Mr. Lightfoot confirmed it was budgeted for, but the insurance company ended up paying \$48,855 which means we're only paying \$6k out of the budget.

On Vote:

Tinder	aye
Warrick	aye
Peebles	aye
Perno	aye
Lowery	aye

Motion passed: 5-0

Item # 11. First Reading only of Ordinance 1185 Amending the Code of Ordinances to Prohibit Smoking and Vaping in City Parks.

The Interim City Manager read the Ordinance by title only.

Commissioner Peebles explained that he noticed the sign says no smoking and lists the ordinance. So, he read the ordinance and noticed that the amendment said no vaping where you cannot smoke, but it doesn't say where you cannot smoke. He wanted it to be set out in an updated ordinance to reduce confusion.

The City Attorney explained the item as reported, and that it does not apply to all city property, only to the parks.

Mayor Lowery opened the floor for discussion by the public. There were none.

Item # 12. Discussion only about the city hiring a new Building Official. (was 12)

Commissioner Tinder explained that she checked with Mrs. Roman who confirmed we had spent approximately \$85k last FY on building official duties. So far this year we are up to \$56k, and we are way behind on our permits. She would like to have this commission vote on having our own building official instead of waiting on the county for building permits. She would highly recommend Mike Gordon. He and she would like that he reports to the commission instead of being a city employee. Commissioner Tinder spoke about experiences around issues Mr. Gordon had resolved for residents after hours relating to roof issues in the aftermath of Hurricane Michael.

Mr. Lightfoot explained we are behind in permits due to staffing issues due to a long illness and recent death in a staff member family. The county-based building official inspections process is working very effectively. We have had a Building Official position advertised for months and cannot find one.

Commissioner Warrick – Some developers have complained the initial part of permitting takes a while because of the system we use. The county uses an online system that is quicker.

Mr. Lightfoot - If the commission accepted the county agreement we would be set up with their online

system that our citizens would use online.

Commissioner Warrick – on enquiring about going online previously he was told that we had to keep our current system and purchase an “add-on”.

Further discussion ensued.

Commissioner Perno – it seems we are more efficient using the county. If there is a need to RFQ to see if there is a better way he is open to that.

Mayor Lowery – would there be any potential for us having some kind of city qualified RFQ reservist back up to be called on after hours and be called on by the county. Mr. Lightfoot – when we have had an issue the county has responded immediately. They have robust capability.

More discussion ensued.

Mayor Lowery would like to look at augmenting with our own capability if it is not cost prohibitive. Mrs. Hodges advised the last time we had a contracted Building Official it cost us over \$300k over two years.

Commissioner Warrick – asked if the financial aspect will be much different either way you go because the building fund does not make a profit. It is about being operationally efficient.

Mayor Lowery will continue to investigate this, and the commission can revisit it again later.

Mrs. Hodges – the last offer to a Building Official was in the summer and rejected for \$100k.

Item # 13. Discussion on the City Manager

Mayor Lowery would like the spreadsheet to be presented to each of them with a discussion of who had voted for who.

Mrs. Myers – advised the city still needs to know how many they want to bring to town and what their timeline is.

Commissioner Tinder – in the spirit of transparency everyone in this room needs to know who is on this list.

Mayor Lowery asked if they have a top 4? Mrs. Myers – yes, of 14 names, they ranked the top 5. Mayor Lowery suggested zooming with the top 5 and then meeting in person for the top 3.

Commissioner Perno – we could give the Interim City Manager a contract for a year and review after a year.

Commissioner Warrick – would prefer to look at all the candidates on the short-list now.

Commissioner Tinder – would also prefer to look at all of them.

Mayor Lowery – agrees the Interim City Manager has done a great job but feels for transparency we need to run the process now and look at all the impressive candidates.

Mrs. Hodges and Mr. Holton will set up a date for zooming with the candidates all on the same day, and then after they have determined who to bring in for in-person interviews then those interviews will be set.

Mrs. Hodges explained what the process will be. When the top 3 are determined you could then do it in a public meeting. Mrs. Myers – the public will be involved in the process when you discuss the shortlist and the final 3. They will not be entitled or invited to attend the zoom meetings. You can provide them with feedback. You could also arrange a meet-and-greet that involves the public and the candidates.

Commissioner Warrick – so we each do one-on-one with each of the 5. After that the top 3 are selected

and it can be progressed in a public setting.

Commissioner Peebles – also need to determine the number of the short list and not necessarily limit it to 3.

Mayor Lowery – is there anything precluding him from inviting one or two people to attend with him to sit in on each zoom meeting. Mrs. Myers – it is legally permissible, however if they disclose anything about that to any other commission members, they will be violating the sunshine law.

Commissioner Warrick – concerned that if there is someone from the public there and a proponent from another candidate, they may tell them those answers.

Commissioner Tinder recently heard it has been said to lead the commission from behind, and that needs to stop.

Mayor Lowery – if those two public members attended, they would need to put up their phones.

Commissioner Warrick – timeline will depend on when the out-of-town members can attend.

Item # 14. Discussion about Public Commentary.

Commissioner Warrick – it's not entirely true that Panama City don't have public commentary because they do have audience participation for each agenda item. Anything else is discussed at the town hall. That way discussion at the town hall can be back and forth. He would like to do the same at Lynn Haven.

Mrs. Myers – if you do a town hall you would require 4 of you to be there.

Commissioner Perno – are we going to create a separate workshop just for public commentary? Not that we don't already have public commentary at every meeting as well as on every agenda item?

Commissioner Warrick – proposing only audience participation at agenda items and then public Commentary in general at the town hall. Commissioner Perno – doesn't think the public should wait until the town hall to tell them what they feel about the items they are voting on. Commissioner Perno – is okay with Town Hall but doesn't want to do away with public commentary at the commission meetings. Give them every opportunity to talk.

Commissioner Peebles – should add it as an agenda item for discussion on the next meeting to give the public an opportunity to think about it and come ready to discuss it.

Mayor Lowery – is not opposed to the concept of a town hall (in addition to public commentary). Maybe even quarterly, where we sit with the audience and discuss back and forth and provide feedback.

Commissioner Tinder – need to ensure the timing is correct. Also thinks just because Panama City does it doesn't mean we have to. If it's not being used as a measure of controlling the public we can always give it a try and see how it goes.

Commissioner Warrick – Panama City do it on Saturday in the morning, not that we must do it the same. They just have the commission, City Manager and city attorney in attendance... and I.T.

“Discussion of public commentary / Town Hall” on the next agenda.

Item # 15: Discuss timelines for the Charter Review committee deliverables.

Mr. Lightfoot – the committee need some direction on the commissioners' deliverables. Whether the position passes or not will determine the direction of other amendments on the charter.

Commissioner Warrick – prefers the August date for the ballot.

Commissioner Peebles – will the other amendments be on the ballot too? Mrs. Myers – if the clerk

position is not passed then certain amendments will not need to be made.

Mayor Lowery – spoke about the city clerk being a dual authentication where the City Manager oversees people and operations and the City Clerk will handle policy and resources, particularly financial resources and procurement etc., working together but separately. Makes sense to add other questions if they are ready. Mrs. Myers – they are prepared to bring you ballot language for the referendum but not ready yet for any of the others. Right now, they only have one recommendation and that is the city clerk. June 12th is the deadline for that ballot. May 1st would be deadline for any other items that they may have ready.

Commissioner Tinder – really concerned to have a separation of powers and the clerk should report to the commission. Regarding having citizens with you during the interviews – feels they should be the same people in each of the interviews. Mayor Lowery agreed.

Mayor Lowery – Panama City and Panama City Beach both do it differently and explained the difference. Kiki would be working with that City Clerk as the Finance Director. The city clerk and city manager will have to both sign off on every transaction.

Commissioner Warrick – recommends having a sit down with the city clerk at Panama City.

Mrs. Myers – that is a question for after the ballot because the charter is granular.

Commissioner Warrick – we will have one ballot question in August, and then likely April 2027. Regarding priorities – nothing in particular comes up.

Commissioner Warrick – did we ever look at costs for August? Mrs. Myers – did not follow up for a specific cost but she did indicate it would be a bit cheaper in August. She will follow up and give feedback at next meeting.

Item # 16. Public Commentary. (was 13)

Mr. Hines – Rhode Island Avenue –The previous administration was trying to pay down the debt after HM – queried what had happened about the revolving loan. He mentioned the costs of the water meter re-read. He said that Panama City is totally different people to the people in Lynn Haven.

Commissioner Warrick – we did lower that fee at the last meeting.

Ms. Smith – we are not the rest of Bay County. Glad of the opportunity to change and go forward. Corruption is everywhere and she hopes we don't have it here. Spoke about her opinions on the Flock cameras. She said that in her opinion Mr. Lightfoot is part of the old system and was tight with the people of the past.

Ms. McElroy – mentioned the email she sent to the commissioners regarding various staff members and provided them with a copy – which has been placed on file. She also provided them with other printouts relating to Mr. Lightfoot and Mr. Westfall – which have been placed on file. She went on to say that mainly it is about process. Employees are most valuable asset, and processes should be done correctly. She recommended the city set up another board called civil service board (members of the community) so if a person is terminated, they would come to this board who will review both sides of the story. A city commissioner at Panama City of 20-years, they had this system.

Mrs. Parker – Rett Place – agree with the no smoking and vaping. Agrees with getting a new building official at the city and Mike Gordan is a wonderful building official. Whole heartedly disagreed with the opinion to do a town hall instead of public commentary. She would prefer it to be at #7, but the end of the agenda is better than not.

Mr. Switzer – Thanked them for the tone of the meeting. Spoke about the Flock cameras, even though he supports law enforcement. Spoke about the social experiment of people providing information of their flock camera data being incorrect anyway. What is the chance of a flock camera giving you

incorrect information. Spoke about the family who were arrested for stealing a car, yet the flock information was incorrect and not stolen. He would like more democratic policing with more guardrails.

Ms. Sandy – Spoke about the permit issue. When you use a county versus a city doing permits, the county is just overrun with requests. She was in meetings with the county and when it came to permits it was a zoo. Over \$300k spend on the permits over two years – that was during Michael recovery so it would be more. If Michael Gordon wants to do it why not. Big thanks to Pat Perno for comments about public comments versus town hall, and Sam and Judy. Both of them are needed, not one over the other.

Mr. Beshearse – overcomplicating the city clerk position. You can set the job description later and not put it on the charter. Public commentary – if had an issue he would like the opportunity at a formal commission meeting not just a town hall. How can I get something on the agenda so it can be spoken about at the commission meeting. Are we able to get a copy of the voting spreadsheet. Public records request for the spreadsheet for CM.

Mr. Footen – Said he was the former Director of Facility Maintenance and was dismissed for making a wrong judgement call. He spoke about having a target on his back since 2024 by Mrs. Hodges due to his need to use a medical marijuana card. He would like his dismissal to be looked at because at the meeting at 7/22/25 the commissioners spoke about the new Interim City Manager being able to fire someone because of retribution from the past. He asked if any of them had been informed about his situation. Spoke about people being victims of the city and the abuse of power. He was 3 years out from being retired.

Mrs. Arlene Harrison – Spoke on her opinion about public commentary.

Item # 17. Mayor's Report. (was 14)

Mayor Lowery appreciates the city staff for continuing to assist him settle in. He gave an update on his progress.

Item # 18. Commissioners' Reports. (was 15)

Commissioner Tinder – spoke about having the executive suite cameras disconnected. The building is filled with bullet proof windows etc. We should have a camera to hold somebody accountable. Camera should be reconnected. Joe Footen had a police officer deliver his termination letter on his day off work. Mr. Lightfoot – Mr. Footen sent a text in a group WhatsApp to say he would not be in, so we got it specially delivered. Commissioner Tinder - Is it true that Mrs. Hodges went to all the people that reported to Joe Footen to tell them that he had a medical marijuana card? Mrs. Hodges – said no, that was a lie and that she had said he was suspended for testing positive. Mr. Lightfoot – we have enough cameras around the building and the one in the executive suite will not be put back up. Commissioner Tinder – received an email that said he said it was because he was tired of the public records requests.

Commissioner Warrick – March 9th is the BCLOC annual dinner at Uncle Ernie's with a guest speaker.

Commissioner Peebles – spent time with the city manager applications doing online research, and not much else to report. Thanked Mr. Beshearse and Mr. Clubbs for volunteering for the committee positions.

Commissioner Perno – thanks all for being here. Regarding his words earlier on in the meeting about his feelings about the city manager applications – he is open to the interview process. Has had several meetings with the Interim City Manager and he is up front and so feels informed. Doesn't want to spend time and money on something that may not be necessary. thanked employees for their service.

Mayor Lowery – will always shoot straight and talk honestly.

Item # 19. Interim City Manager’s Report. (was 16)

The Interim City Manager gave his report. The \$13m is the resolution that was approved at the December meeting for the headworks application (just the application). Mr. Lightfoot dropped Mr. Footen’s personnel file in front of Commissioner Tinder and invited her to talk about it after the meeting. Spoke further about the parks, projects and sports/recreation. Opening day is March 7th, with Mayor as EmCee.

AED grant application will be coming before the commission with at \$6k match. Spoke about the first aid kits. Chief Blanchard will be in the office on Monday.

Mentioned all events that are listed online on the website.

Matt Phillips was invited to the capital and represented the city well.

- A. Finance Report: Ms. Roman clarified the \$300k was for a contractor who helped us out in 2021-2022. Spoke briefly about the preliminary reports. Will have to make the payment on the 2019 bond, and the Hurricane Michael fund is in a negative cash position. Mayor – special shout out to Deputy Chief Enfinger for filling in so well till the new chief joins.
asked Mr. Lightfoot to email Mr. Hines with the answer to his question about the funds.

Item # 20. City Attorney’s Report. (was 17)

City Attorney – Nothing to report.

Item # 21. Adjournment. (was 18)

There being no further business, the meeting was adjourned at 7.44 P.M.

APPROVED THIS _____ DAY OF _____ 2026.

Dr. Dave Lowery, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager

prepared by
Cicelia Rushing



CITY OF LYNN HAVEN, FLORIDA

5

Commission Agenda Report

Department: POLICE

Prepared By: BRIAN BLALOCK

Agenda Title: SURPLUS ASSET 4794, 24 FOOT TRAILER

Requested Action: DECLARE AS SURPLUS AND AUTHORIZE TRANSFER TO ANOTHER AGENCY

I. Report in Brief:

Asset 4794 has reached the end of their useful life for the city. 4794 is a 2022 8.5 by 24 foot enclosed Empire Cargo Trailer that was grant awarded and purchased on March 31, 2022, in the amount of \$9249. This vehicle has been used by the Police Department and is no longer a necessity and will be transferred to another agency.

Background:

Enclosed trailer was purchased with grant funds to store and transport two RTV Side by Side off road vehicles.

Recommendation:

Declare asset 4794 surplus and authorize staff to transfer trailer to Panama City Police Department.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: N/A

Project#:

III. Advertised:

Date:

How/Means:

IV. Alternatives:

V. Attachments:

PHOTOS OF THE ENCLOSED TRAILER











CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

7

Department: Executive

Prepared By: Amy Myers

Agenda Title: Ordinance 1185 Prohibiting Smoking and Vaping in City Parks

Requested Action: Final Reading and Discussion of Proposed Ordinance 1185

I. Report in Brief:

This is the second and final reading of Ordinance 1185.

At a prior Commission meeting, Commissioner Peebles requested an amendment to the City Code regarding smoking and vaping in City Parks.

Background:

On March 19, 2019, the City Commission adopted Ordinance 1073, prohibiting the use of e-cigarettes on City-owned property. On July 1, 2022, Section 386.209 was amended to allow cities to restrict smoking within the boundaries of public parks and beaches they own, except with regard to the smoking of unfiltered cigars.

Because state law preempts the regulation of smoking to the state, the proposed ordinance has been drafted to comply with state law by limiting its scope to city parks rather than all city owned property. The proposed ordinance expressly addresses vaping as requested by Commissioner Peebles. While not expressly discussed by the Commission in its initial direction, the proposed ordinance makes exceptions for smoking in designated areas, in personal vehicles, or when permitted as part of a Special Event.

Recommendation:

To consider and approve Ordinance 1185.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: N/A

Project #: N/A

III. Advertised: Yes

Date: 02/12/2026

How/Means: County website

IV. Alternatives:

The Commission can approve this Ordinance as written, or with minor changes, or do nothing,

If substantial changes to the Ordinance are directed, staff will amend and re-present a new draft for another first reading at a future meeting.

V. Attachments:

Ordinance 1185

ORDINANCE NO. 1185

AN ORDINANCE OF THE CITY COMMISSION OF LYNN HAVEN, FLORIDA, AMENDING THE CITY'S CODE OF ORDINANCES TO PROHIBIT SMOKING AND VAPING IN CITY PARKS; REPEALING ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. Chapter 42 of the City's Code of Ordinances related to Parks and Recreation of the City Commission is amended to read as follows (new text **bold and underlined**, deleted text ~~struckthrough~~):

Sec. 42-7. - Use of an e-cigarette where smoking is prohibited.

(a) It shall be unlawful to Smoke or Vape in any City Parks except as follows:

- i. **Smoking unfiltered cigars.**
- ii. **Smoking or Vaping in any smoking area clearly marked and designated by the City Manager.**
- iii. **Smoking or Vaping by a person in a parked personal vehicle on City Parks property.**
- iv. **When permitted by the City Manager as part of a Special Event.**

(b) The use of an e-cigarette is prohibited at all locations on city-owned property at which smoking is prohibited under F.S. ch. 386.

(c) For purposes of this section, **the following words shall be defined as follows:**

- i.* City Parks shall mean and include Porter Park, Sheffield Park, Kinsaul Park (including bark park), James Rogers Park, 17th St. Pocket Park, Cain Griffin Park, Bayou Park and Reserve, John B. Creamer Park, and the Sports Complex.
- ii.* "E-cigarette" means any electronic device composed of a mouthpiece, heating element, battery and electronic circuits that provide a vapor of liquid nicotine and/or other substances to the user that he or she inhales in simulation of smoking. This term shall include such devices whether they are manufactured as e-cigarettes, e-cigars, e-pipes or under any other similar product name.
- iii.* Smoking shall mean inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product.
- iv.* Vape or Vaping means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.
- v.* Vapor and Vapor-generating electronic device shall have the mean proscribed to it by F.S. § 386.203.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict. If any phrase, clause, sentence, paragraph, section, or subsection of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining phrases, clauses, sentences, paragraphs, sections or subsections of this Ordinance.

SECTION 3. It is the intention of the Commission that the provisions of this Ordinance shall become a part of the City’s Code of Ordinances. The provisions of this Ordinance may be renumbered or re-lettered with cross-references corrected and the word "ordinance" may be changed to "section," "article", “division” or other appropriate word to accomplish such intention.

SECTION 4. Effective Date. This Ordinance shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED at the regular meeting of the City Commission of the City of Lynn Haven on the _____ day of _____, 2026.

CITY OF LYNN HAVEN, FLORIDA

Dr. Dave Lowery, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager

APPROVED AS TO FORM AND CORRECTNESS:

City Attorney



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

Department: Planning & Development

Prepared By: Vicki Harrison

Agenda Title: Appointment of one (1) new member to the Planning Commission

Requested Action: Appointment of one (1) new member to the Planning Commission

I. Report in Brief:

When the Planning Commission vacancies were advertised, an application was submitted online that went to a spam folder. When this occurred, all applications were not included for the February 10th City Commission meeting and the item was tabled to the February 24th City Commission meeting.

Background:

Five (5) applications were received prior to the January 29th application deadline from the following: Margaret Barnhart; John Erikson; Chad Evans; Chelsea Stewart; and Melissa Walsh.

Per Resolution 2025-04-454, the City Commission shall appoint new members to the board.

Recommendation:

With the appointment of one (1) new person this will complete the seven (7) member board.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: N/A

Project #:

III. Advertised:

Date:

How/Means:

IV. Alternatives:

V. Attachments:

Applicant Applications
Resolution 2025-04-454



City of Lynn Haven

Application For Advisory Boards/Committees

Applicant Information

Full Name: BARNHART MARGARET K Date: JAN 22nd, 2026
Last First M.I.

Address: 410 W. 4th Street
Street Address Apartment/Unit #

Lynn Haven FL 32444
City State ZIP Code

Phone: 850-818-2590 Email MKAYE68@yahoo.com

Occupation: Teacher High School Business Business Phone _____

Business Address: 1 Buccaneer Drive

Do you live in the corporate city limits of Lynn Haven? YES NO At the present time, do you serve on a City Board/Committee? YES NO

Do you hold a public office? YES NO Have you attended a meeting of the Board for which you are applying? YES NO

I am willing to spend 6-8 hrs. per week or month on this activity, and I will attend meetings in accordance with the adopted policies of the City.

Board/Committee

Please select all Boards or Committees that you are interested in serving:

Planning Commission
 Consists of seven members who are appointed by the City Commission and serve terms of four years each. Members may serve for two consecutive terms, in an advisory capacity. Some of the Commission's duties are to: Coordinate the City's planning efforts and programs with those of other Bay County jurisdictions, Monitor and oversee the effectiveness and status of the City's Comprehensive Plan. The Planning Board is also designated to advise the City Commission on the following matters: Comprehensive Plan Amendments, Development Order Applications (both residential and commercial, Land Use Changes, Certificates of Concurrence and Updating the Unified Land Development Code.

Beautification Board
 The purpose of this board is to Study, Investigate, develop and recommend to the City Commission plans for improving the beautification and cleanliness of the City. Duties include: Improve the beauty and cleanliness of the City, Encourage the planting and preservation of trees, shrubs, plants, flowers and other foliage by the City, protect songbirds and their habitats, Meet with and recommend plans to organizations and groups in the City interested in the beautification of the City, and Neighborhood Matching Grant Program.

Community Services Board



The purpose of this board is to advise the City Commission and Community Services Department, develop partnerships with private, public and civic organizations and/or individuals to promote and increase in youth and senior citizen services in the community. Duties include: Advise on ways to finance special projects in support of library and recreational needs. Help promote, where needed, private-public fund raising efforts to expand and/or improve library and recreational services. Establish a coalition of leisure and cultural organizations; interact and establish partnership(s) with private clubs, groups, associations and individuals for the purpose of providing youth and/or senior citizen services. Explore new programs and activities. Research and implement ways to promote events, aide in capital improvements, and expand the overall level of Leisure Services.

Board of Adjustments



Consists of five members who are appointed by the City Commission. Each Board Member sits for a three-year term, and may serve two consecutive terms. Duties include: Act in an advisory capacity to the City Commission and make recommendations to the City. Commission concerning the need to study, revise, or amend city codes and ordinances affecting the growth and development of the City. Authorize variances.

Construction Licensing Board



The purpose of this board is to examine qualifications of all persons who desire to engage in the trade of business of constructions. Duties include: Prescribe exams, Certificates of Competency, notices of violation, conduct hearings, revoke or suspend Certificates of Competency. Hear appeals of persons charged with violations by contractors or persons who may be aggrieved by the Building Official. Approve integrity of applicants. Enforce provisions of Lynn Haven Building Code and Building Regulations.

CRA Advisory Board



The seven-member Board is responsible for drafting, ranking, and recommending a list of CRA specific projects for each fiscal year along with any other tasks that the Board may assign from time to time.

Charter Review Advisory Committee



The five-member Committee is responsible for meeting, discussing, reviewing, and recommending updates to the City's Charter.



Infrastructure Tax Oversight Committee

The five-member Board is responsible for ensuring the City's expenditure of surtax proceeds is consistent with Florida Statutes Section 212.055(2) and that the City's expenditures of proceeds is consistent with the approved project list.

If you could choose which board or committee you preferred to serve on which one would it be?

planning

Educational Background

High School: A Crawford Masley Location: Lyman Haven, FL

From: 2005 To: 2009 Did you graduate? YES NO

College: FSU Location: PC Branch

From: 09 To: 2012 Did you graduate? YES NO Degree: BSc - Psychology

College/Professional Organizations: West GA Location: GA

From: 2014 To: 2016 Did you graduate/complete? YES NO Degree/Certificate: MBA

References

Please list three professional/personal references.

Full Name: Sumer Joseph Relationship: Co-worker
Company: North Bay Haven Phone: 850-381-1745
Address: Panama City, FL

Full Name: Samantha Carver Relationship: Co-worker
Company: North Bay Haven Phone: 270-277-0352
Address: Panama City, FL

Full Name: Sarah Trincer Relationship: Co-worker
Company: North Bay Haven Phone: 850-832-9545
Address: Panama City, FL

Military Service

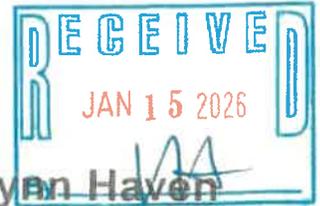
Branch: _____ From: _____ To: _____
Rank at Discharge: N/A

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to placement on a board/committee, I understand that false or misleading information in my application or interview may result in my release.

Signature: Margaret Reinhart Date: Jan 29, 2026



City of Lynn Haven

Application For Advisory Boards/Committees

Applicant Information

Full Name: Erickson, John W., Jr. Date: 15 Jan 2026
Last First M.I.

Address: 2715 Redtail Street Apartment/Unit # _____
Street Address

Lynn Haven, FL 32405
City State ZIP Code

Phone: 907-841-1139 Email jericksonj@hotmail.com

Occupation: Attorney / Behavioral Scientist / Investigator Business Phone 850-283-5334

Business Address: 650 Florida Ave., Tyndall AFB, FL 32403

Do you live in the corporate city limits of Lynn Haven? YES NO At the present time, do you serve on a City Board/Committee? YES NO

Do you hold a public office? YES NO Have you attended a meeting of the Board for which you are applying? YES NO

I am willing to spend 15+ hrs. per week or month on this activity, and I will attend meetings in accordance with the adopted policies of the City.

Board/Committee

Please select all Boards or Committees that you are interested in serving:

- Planning Commission**
 Consists of seven members who are appointed by the City Commission and serve terms of four years each. Members may serve for two consecutive terms, in an advisory capacity. Some of the Commission's duties are to: Coordinate the City's planning efforts and programs with those of other Bay County jurisdictions, Monitor and oversee the effectiveness and status of the City's Comprehensive Plan. The Planning Board is also designated to advise the City Commission on the following matters: Comprehensive Plan Amendments, Development Order Applications (both residential and commercial), Land Use Changes, Certificates of Concurrence and Updating the Unified Land Development Code.
- Beautification Board**
 The purpose of this board is to Study, Investigate, develop and recommend to the City Commission plans for improving the beautification and cleanliness of the City. Duties include: Improve the beauty and cleanliness of the City, Encourage the planting and preservation of trees, shrubs, plants, flowers and other foliage by the City, protect songbirds and their habitats, Meet with and recommend plans to organizations and groups in the City interested in the beautification of the City, and Neighborhood Matching Grant Program.

Community Services Board

- The purpose of this board is to advise the City Commission and Community Services Department, develop partnerships with private, public and civic organizations and/or individuals to promote and increase in youth and senior citizen services in the community. Duties include: Advise on ways to finance special projects in support of library and recreational needs. Help promote, where needed, private-public fund raising efforts to expand and/or improve library and recreational services. Establish a coalition of leisure and cultural organizations; interact and establish partnership(s) with private clubs, groups, associations and individuals for the purpose of providing youth and/or senior citizen services. Explore new programs and activities. Research and implement ways to promote events, aide in capital improvements, and expand the overall level of Leisure Services.

Board of Adjustments

- Consists of five members who are appointed by the City Commission. Each Board Member sits for a three-year term, and may serve two consecutive terms. Duties include: Act in an advisory capacity to the City Commission and make recommendations to the City Commission concerning the need to study, revise, or amend city codes and ordinances affecting the growth and development of the City. Authorize variances.

Construction Licensing Board

- The purpose of this board is to examine qualifications of all persons who desire to engage in the trade of business of constructions. Duties include: Prescribe exams, Certificates of Competency, notices of violation, conduct hearings, revoke or suspend Certificates of Competency. Hear appeals of persons charged with violations by contractors or persons who may be aggrieved by the Building Official. Approve integrity of applicants. Enforce provisions of Lynn Haven Building Code and Building Regulations.

CRA Advisory Board

- The seven-member Board is responsible for drafting, ranking, and recommending a list of CRA specific projects for each fiscal year along with any other tasks that the Board may assign from time to time.

Charter Review Advisory Committee

- The five-member Committee is responsible for meeting, discussing, reviewing, and recommending updates to the City's Charter.

Infrastructure Tax Oversight Committee

The five-member Board is responsible for ensuring the City's expenditure of surtax proceeds is consistent with Florida Statutes Section 212.055(2) and that the City's expenditures of proceeds is consistent with the approved project list.

If you could choose which board or committee you preferred to serve on which one would it be?

Planning Commission

Educational Background

High School: North Branford High Location: North Branford, CT

From: Sep 1985 To: Jun 1988 Did you graduate? YES NO

College: J. Rueben Clark School of Law Location: Provo, UT

From: Aug 1994 To: Apr 1999 Did you graduate? YES NO Degree: J.D.

College/Professional Organizations: Nova Southeastern University Location: Ft. Lauderdale, FL

From: Aug 2011 To: May 2016 Did you graduate/complete? YES NO Degree/Certificate: Ph.D.

References

Please list three professional/personal references.

Full Name: William Sterling Anderson II Relationship: Colleague
Company: United States Air Force Phone: 864-590-8207
Address: 650 Florida Ave., Tyndall AFB, FL 32403

Full Name: Thomas Saxey Relationship: Colleague
Company: United States Air Force Phone: 619-929-9449
Address: 650 Florida Ave., Tyndall AFB, FL 32403

Full Name: John Morales Relationship: Colleague
Company: United States Air Force Phone: 818-919-2520
Address: 650 Florida Ave., Tyndall AFB, FL 32403

Military Service

Branch: United States Air Force From: 3 Mar 1990 To: Present

Rank at Discharge: Colonel / O-6

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to placement on a board/committee, I understand that false or misleading information in my application or interview may result in my release.

Signature: John W. Erickson, Jr. ERICKSON.JOHN. WILLIAM.JR.1014 590737
Digitally signed by ERICKSON.JOHN.WILLIAM.JR. 1014590737 Date: 2026.01.15 14:59:40 -0500
Date: 15 Jan 2026

Vicki Harrison

From: chad@colorpressprinting.com
Sent: Tuesday, February 10, 2026 12:50 PM
To: development planning
Subject: FW: Online Form Submittal: Application for Advisory Boards/Committees

Thank you,

Chad Evans
Color Press
www.colorpressprinting.com
O: 850-763-9884



“The Gulf Coast’s premiere digital print provider for over 40 years”

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, January 28, 2026 8:58 AM
To: chad@colorpressprinting.com
Subject: Online Form Submittal: Application for Advisory Boards/Committees

Application for Advisory Boards/Committees

DAVE LOWERY

MAYOR

CHRIS LIGHTFOOT

INTERIM CITY MANAGER

AMY MYERS

CITY ATTORNEY

COMMISSIONERS

SAM PEBBLES

PAT PERNO

JAMIE WARRICK

JUDY TINDER

Applicant Information

First Name	Chad
Last Name	Evans
Address	2917 Broad Wing Ave
City	Panama City
State	FL
Zip Code	32405
Phone Number	8502766311
Email Address	chad@colorpressprinting.com
Occupation	Business Owner
Business Phone	850-763-9884
Business Address	3430 Hwy 77 Ste D
City	Panama City
State	FL
Zip Code	32405
Do you live in the corporate city limits of Lynn Haven?	Yes
Do you currently serve on a City Board/Committee?	No
Do you currently hold a public office?	No

Have you attended a meeting of the applied-for board?	Yes
How many hours per week/month are you willing to spend on this activity?	As many as it takes.
I will attend each meeting in accordance with the adopted policies of the City	I agree

(Section Break)

Board/Committee

Please select all Boards and Committees that you are interested in serving:

Planning Commission	The Planning Board consists of seven members appointed by the City Commission to four-year terms and serves in an advisory role. Members may serve up to two consecutive terms. The Board coordinates the City's planning efforts with Bay County jurisdictions, monitors the City's Comprehensive Plan, and advises the City Commission on Comprehensive Plan amendments, development orders, land use changes, certificates of concurrency, and updates to the Unified Land Development Code.
Beautification Board	<i>Field not completed.</i>
Community Services Board	<i>Field not completed.</i>
Board of Adjustments	<i>Field not completed.</i>
Constructions Licensing Board	<i>Field not completed.</i>
CRA Advisory Board	<i>Field not completed.</i>
Charter Review Advisory Committee	<i>Field not completed.</i>

Infrastructure Tax Oversight Committee	<i>Field not completed.</i>
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Finance Review Committee	<i>Field not completed.</i>
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If you could choose which board or committee you preferred to serve on, which would it be?	Planning Commision
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Section Break

Educational Background

High School	A Crawford Mosley
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Location	Lynn Haven, FL
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Years Attended (Start Year - End Year)	1991-1994
--	-----------

Did you graduate?	Yes
-------------------	-----

College	Florida State University
---------	--------------------------

Location	Tallahassee/Panama Clty
----------	-------------------------

Years Attended (Start Year - End Year)	1994-2004
--	-----------

Did you graduate?	Yes
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Degree	B.S. Business
--------	---------------

College/Professional Organization	<i>Field not completed.</i>
-----------------------------------	-----------------------------

Location	<i>Field not completed.</i>
----------	-----------------------------

Years Attended (Start Year - End Year)	<i>Field not completed.</i>
--	-----------------------------

Did you graduate/complete?	<i>Field not completed.</i>
----------------------------	-----------------------------

Degree/Certificate *Field not completed.*

Director Break

References

Please list 3 professional references.

Reference 1

Full Name	Aaron Rich
Relationship	Vendor & Client
Address	842 Harrison Avenue, Panama City FL 32401
Company	Aaron Rich Marketing
Phone Number	850-814-3487

Reference 2

Full Name	Will Cramer
Relationship	Client
Address	2251 W 23Rd Street, Panama City FL 32405
Company	Bill Cramer Chevrolet GMC
Phone Number	850-832-2911

Reference 3

Full Name	Dallas Sanders
Relationship	Client

Address 2911 Hwy 77, Lynn Haven FL 32444

Company American Sand and Asphalt

Phone Number 850-708-4663

(Section Break)

Military service

Branch *Field not completed.*

Years of Service (Start Year - End Year) *Field not completed.*

Rank at Discharge *Field not completed.*

(Section Break)

Disclaimer and Signature

Check both boxes to agree: I certify that my answers are true and complete to the best of my knowledge., If this application leads to placement on a board/committee, I understand that false or misleading information in my application or interview may result in my release.

Electronic Signature Agreement I agree.

Electronic Signature Chad E Evans



City of Lynn Haven

Application For Advisory Boards/Committees

Applicant Information

Full Name: Stewart CNEPSEA K Date: 1/15/26
Last First M.I.

Address: 1008 Virginia Ave.
Street Address

Lynn Haven FL 32444
City State ZIP Code

Phone: 575-626-0716 Email: cnepea@dmorn.law.com

Occupation: Attorney Business Phone: 80-257-5680

Business Address: 1012 Jenks Ave, Panama City FL 32401

Do you live in the corporate city limits of Lynn Haven? YES NO At the present time, do you serve on a City Board/Committee? YES NO

Do you hold a public office? YES NO Have you attended a meeting of the Board for which you are applying? YES NO

I am willing to spend 10 hrs. per week or month on this activity, and I will attend meetings in accordance with the adopted policies of the City.

Board/Committee

Please select all Boards or Committees that you are interested in serving:

Planning Commission
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Community Services Board



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Board of Adjustments

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Construction Licensing Board

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Charter Review Advisory Committee

- The five-member Committee is responsible for meeting, discussing, reviewing, and recommending updates to the City's Charter.

Infrastructure Tax Oversight Committee

- The five-member Board is responsible for ensuring the City's expenditure of surtax proceeds is consistent with Florida Statutes Section 212.055(2) and that the City's expenditures of proceeds is consistent with the approved project list.

If you could choose which board or committee you preferred to serve on which one would it be?

① Planning Commission
② Beautification Board
③ Community Services Board

Educational Background

High School: Sonora High School Location: Sonora, TX 716950

From: 2001 To: 2005 Did you graduate? YES NO

College: Texas Tech University Location: Lubbock, TX

From: 2005 To: 2008 Did you graduate? YES NO Degree: BA Psychology, minor General Business

College/Professional Organizations: Texas Tech School of Law Location: Lubbock, TX

From: 2010 To: 2013 Did you graduate/complete? YES NO Degree/Certificate: JD

References

Please list three professional/personal references.

Full Name: Lana Morris Relationship: Employer
Company: The Morris Law Firm Phone: 850-393-8570
Address: 1042 Series Ave, FC FL 32401

Full Name: Morgan Morrell Relationship: Colleague/Friend
Company: State Attorney's Office Phone: 877-201-6078
Address: 3311 Country Club Drive, LH FL

Full Name: Steven Cox Relationship: Friend
Company: Emerald Coat Signs & More Phone: _____
Address: 807 Massachusetts Ave, LH FL

Military Service

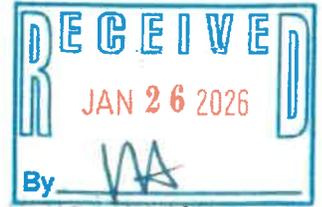
Branch: N/A From: N/A To: N/A
Rank at Discharge: N/A

Disclaimer and Signature

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to placement on a board/committee, I understand that false or misleading information in my application or interview may result in my release.

Signature: [Signature] Date: 1/15/26



Application For Advisory Boards/Committees

Applicant Information

Full Name: Walsh Melissa J Date: 1/26/26
Last First M.I.

Address: 1806 Vermont Ave
Street Address Apartment/Unit #

Lynn Haven FL 32444
City State ZIP Code

Phone: 850-890-9723 Email

Occupation: Realtor Business Phone 850-890-9723

Business Address: 2708 Hwy 77 PC FL 32405

Do you live in the corporate city limits of Lynn Haven? YES NO At the present time, do you serve on a City Board/Committee? YES NO

Do you hold a public office? YES NO Have you attended a meeting of the Board for which you are applying? YES NO

I am willing to spend 20 hrs. per week or month on this activity, and I will attend meetings in accordance with the adopted policies of the City.

Board/Committee

Please select all Boards or Committees that you are interested in serving:

[X] Planning Commission
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Infrastructure Tax Oversight Committee

The five-member Board is responsible for ensuring the City's expenditure of surtax proceeds is consistent with Florida Statutes Section 212.055(2) and that the City's expenditures of proceeds is consistent with the approved project list.

If you could choose which board or committee you preferred to serve on which one would it be? _____

High School: Mosley Location: Lynn Haven

From: 97 To: 00 Did you graduate? YES NO

College: Embry - Riddle Location: _____

From: 08 To: 12 Did you graduate? YES NO Degree: B.S. Aeronautics

College/Professional Organizations: _____ Location: _____

From: _____ To: _____ Did you graduate/complete? YES NO Degree/Certificate: _____

Please list three professional/personal references.

Full Name: Beth Klein Relationship: professional
Company: BBIA Phone: 937-838-0805
Address: beth@baybia.org

Full Name: Michael Farrow Relationship: professional
Company: IPS Phone: 850-596-3037
Address: NSA Panama city

Full Name: Marcia Croom Relationship: Professional
Company: Gulf Coast Children's Advocacy Center Phone: 850-532-9326
Address: marcia.croom@gulfcoastcap.org

Branch: _____ From: _____ To: _____

Rank at Discharge: _____

I certify that my answers are true and complete to the best of my knowledge.

If this application leads to placement on a board/committee, I understand that false or misleading information in my application or interview may result in my release.

Signature: M. Warren Date: 11/26/20

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.

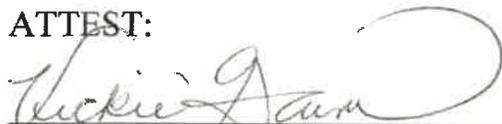
THIS RESOLUTION shall take effect immediately upon its passage.

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.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

10

Department: Lynn Haven CRA

Prepared by: Cory Bracy

Agenda Title: Tennessee Ave Sidewalk CEI Services

Staff Recommends: To approve Construction CEI Service agreement to Panhandle Engineering in the negotiated amount of \$162,213.78.

I. Report in Brief:

The City has a requirement for Construction Engineering and Inspection (CEI) services for the Tennessee Avenue project. On January 13, 2026, the City Commission approved the selection of Panhandle Engineering as the most qualified firm and authorized the City to begin negotiations. Approval is requested to authorize execution of a professional services agreement with Panhandle Engineering in the negotiated amount of \$162,213.78.

Background:

In October 2025, the City issued a Request for Qualifications (RFQ) for Construction Engineering and Inspection (CEI) services associated with the Tennessee Avenue project. The RFQ was publicly advertised in accordance with the City's purchasing policy and applicable provisions of Florida Statutes governing qualifications-based selection of professional services. Six (6) engineering firms submitted statements of qualifications in response to the RFQ. An evaluation committee was established to review and rank the submitted qualifications based on the criteria set forth in the solicitation. Upon completion of the evaluation process, Panhandle Engineering was determined to be the most qualified firm. The City Commission approved the committee's ranking on January 13, 2026, and authorized staff to enter into negotiations with Panhandle Engineering for the required services.



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.:

Following negotiations, a total fee of \$162,213.78 was agreed upon for CEI services. As this project involves participation by the Florida Department of Transportation, the negotiated fee was submitted for review, and FDOT has concurred with the proposed pricing.

Staff recommends approval of the professional services agreement with Panhandle Engineering in the negotiated amount of \$162,213.78.

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-02-519, Service Agreement

RESOLUTION 2026-02-519

**A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA,
APPROVING AN AGREEMENT WITH PANHANDLE
ENGINEERING RELATING TO THE PROVISION OF
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
TO THE CITY FOR THE TENNESSEE AVENUE SIDEWALK
PROJECT.**

WHEREAS, on January 13, 2026, the City approved rankings of qualified firms to provide construction, engineering and inspection services for the Tennessee Avenue Sidewalk Project; and

WHEREAS, staff has negotiated an Agreement with the first ranked firm, Panhandle Engineering, and recommends its approval by the Commission.

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 Panhandle Engineering relating to the provision of construction, engineering and inspection services (CEI) to the City for the Tennessee Avenue Sidewalk Project, 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 _____, 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Dr. Dave Lowery, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager



February 10, 2026

Mr. Bobby Baker
Chief Infrastructure Director
City of Lynn Haven
825 Ohio Avenue
Lynn Haven, FL 32444

RE: **Lynn Haven Tennessee Ave. - LAP Sidewalk Project**
Agreement for CEI Services
PE File No. 1500.106

Dear Mr. Baker:

Panhandle Engineering, Inc. (PE) is pleased to submit the attached Agreement for Construction Engineering and Inspection Services to the City of Lynn Haven in order to provide construction engineering and inspection (CEI) services for the referenced project.

If this Task Order is acceptable to the city, please have Mr. Lightfoot sign and return a copy to our office for our files.

If you have any questions, please call me at 850.596.1235

Sincerely,
PANHANDLE ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Chris Forehand", is written over a faint, illegible printed name.

Chris Forehand, P.E.
President

Cc: Mr. Chris Lightfoot, Interim City Manager
Mr. Ben Janke, CRA Director

**AGREEMENT FOR CONSTRUCTION ENGINEERING
AND INSPECTION (CEI) SERVICES FOR
TENNESSEE AVE SIDEWALK PROJECT**

THIS AGREEMENT, dated February 9, 2026, is entered into by the City of Lynn Haven City Commission ("City") and Panhandle Engineering, Inc. ("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 December 11, 2025, 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 of a **240 days of contract time plus 45 days for final project completion for a total of 285 days**. 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 **\$162,213.78**. 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 "2"**, 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 be 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.

(i) 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.

(ii) 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.

Insurance Certificates are attached.

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:

Chris Forehand, P.E., President
Panhandle Engineering, Inc.
600 Ohio Ave.
Lynn Haven, FL 32444
(850) 596.1235

- 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 – Compensation/Estimation of Hours

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Witness as to City

CITY OF LYNN HAVEN

By: _____
Chris Lightfoot
Interim City Manager

CONSULTANT

Witness as to Consultant

By: _____
Chris Forehand, P.E., President

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p>	
	<p>2 Business name/disregarded entity name, if different from above. Panhandle Engineering, Inc.</p>	
	<p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions. 600 Ohio Avenue</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code Lynn Haven, FL 32444</p>	
	<p>7 List account number(s) here (optional)</p>	

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
5	9	-	3	3	4	8	2	5	4

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date February 2, 2026
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS**

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The Consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. **Compliance with Regulations:** The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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 Agreement.
- F. **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either 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.
- G. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. **Incorporation or Provisions:** The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. 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 consultants, 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).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The subconsultant, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.

- O. Prompt Payment of and Return of Retainage to Subconsultants: The Consultant will pay monies owed to subconsultants, suppliers or other parties within thirty (30) days of the Consultant receiving payment from the Local Agency. The Local Agency is prohibited from withholding retainage from consultants. To the extent the selected consultant withholds retainage from its subconsultants, it must be returned in its entirety within thirty (30) days of satisfactory completion of the subconsultant work. The Local Agency is the arbiter of what constitutes satisfactory completion. These provisions apply to all subconsultants and at all tiers of subcontracting.
- P. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
For PROFESSIONAL SERVICES CONTRACTS

Q. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

R. The Local Agency hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above consultant) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

T. 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 the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

U. Clean Air Act: The Consultant agrees to comply with applicable standards, orders or regulations issued pursuant to Clean Air Act (42 U.S.C § 7401 et seq), as amended..

The Consultant agrees to report each violation to the Florida Department of Transportation (Department) and understands and agrees that the Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

V. Federal Water Pollution Control Act: The Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

W. Byrd Anti-Lobbying: Consultants awarded a contract of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or

LOCAL AGENCY PROGRAM FEDERAL-AID TERMS
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organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS: (Compliance with 49 CFR, Section 20.100(b))(1) The Consultant certifies that: (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence either directly or indirectly an officer or employee of any state or Federal agency, a member of the Florida Legislature, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities". (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. (3) The Consultant also certifies by signing this contract that the Consultant shall require the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Statement for Loan Guarantees and Loan Insurance

Per 49 CFR Part 20, Appendix A, the undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- X. **Buy America:** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award per 2 CFR part 200.322.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Furthermore Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**ASPIRATION GOAL FORM
FOR "DBE" AND "NON-DBE SMALL BUSINESS" FIRMS**

This form is not applicable for BDI reserved contracts and contracts that have under-utilization goals.

Note: The Firm is required to complete the following information and submit this form in accordance with advertisement instructions.

Contract No.:	RFQ 25.26-01
Project Description:	Tennessee Ave. Sidewalk Project Construction, Engineering and Inspection Services
Firm Name:	Panhandle Engineering, Inc

This Firm is is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

This Firm is is not a Small Business.

Expected percentage of contract fees to be utilized by DBE(s): _____%. (Please add together fees for DBE prime (if applicable) and DBE subs).

Firms listed in the table below should appear in the Department's listing of DBE's at:

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

The proposed DBE contractors/consultants are as follows:

DBE Prime (If applicable)	Type of Work	Percentage
		%
		%
		%
DBE Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

Please note, the winning firm is required to enter DBE Participation in the Equal Opportunity Compliance (EOC) System subsequent to contract award.

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____%. (Please add together fees for Non-DBE Small Business prime (if applicable) and Non-DBE Small Business subs).

Professional Services firms listed below should appear on the Department's listing of all Non-DBE Small Businesses at: <http://www2.dot.state.fl.us/procurement/professionalservices/lppc/sbeonly.htm>. Road and bridge construction firms and other non-professional services firms should appear on the Department's listing at:

<http://www2.dot.state.fl.us/sasweb/cgi-bin/broker.exe? service=default& program=inetprog.db2.smbusform.scl>

The proposed Non-DBE Small Business contractors/consultants are as follows:

Non-DBE Small Business Prime (If applicable)	Type of Work	Percentage
		%
		%
		%

Non-DBE Small Business Subcontractor/Subconsultant	Type of Work	Percentage
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%
		%

By: Chris Forehand

Title: President

Date: 12/11/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
07/24
Page 1 of 2

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.54% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is: <https://www.fdot.gov/equalopportunity/eoc.shtml>.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE BID PACKAGE INFORMATION

275-030-11
EQUAL OPPORTUNITY OFFICE
07/24
Page 1 of 2

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chairperson in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Panhandle Engineering, Inc.

By: Chris Forehand

Date: December 11, 2025

Title: President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general consultant). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Panhandle Engineering, Inc.

By: Chris Forehand Date: December 11, 2025

Authorized Signature: 

Title: President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
 PROCUREMENT
 02/16

Is this form applicable to your firm?
 YES NO
 If *no*, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: <u>Panhandle Engineering, Inc.</u> <u>600 Ohio Ave.</u> <u>Lynn Haven, FL 32444</u> Congressional District, if known: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____	
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____ <div style="text-align: center;">  </div>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Chris Forehand</u> Title: <u>President</u> Telephone No.: <u>850.596.1235</u> Date (mm/dd/yyyy): <u>12/11/2025</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

Prime Consultant: Panhandle Engineering, Inc.

Address/Phone Number: 600 Ohio Ave. Lynn Haven, FL 32444, 850-763-5200

Procurement Number: RFQ 25.26-01

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

5. Year Firm Established: _____

6. DBE
 Non-DBE

7. Annual Gross Receipts
 Less than \$1 million
 Between \$1 - \$5 million
 Between \$5 - \$10 million
 Between \$10 - \$15 million
 More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Panhandle Engineering, Inc.

Name of Consultant

By: Chris Forehand



December 11, 2025

Date

Contract No: 25.26-01
Financial Project No(s): _____
Project Description: Tennessee Ave. Sidewalk Project CEI Services

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;

1. all persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. all persons, including subcontractors, assigned by the Vendor/Consultant to perform work pursuant to the contract with the Department.

Company/Firm: Panhandle Engineering, Inc.
Authorized Signature: _____
Title: President
Date: December 11, 2025

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program as stated above?

YES

NO

NAME OF BUSINESS: Panhandle Engineering, inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC RECORDS PROVISIONS FOR PURCHASE ORDERS
(CONTRACTUAL SERVICES)**

375-030-96
PROCUREMENT
OGC – 07/16
Page 1 of 1

Purchase Requisition No.: _____

WHEREAS, the Parties have agreed to the terms and conditions set forth herein.

The Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Consultant/Contractor/Vendor shall:

- (1) Keep and maintain public records required by the Department to provide goods and perform services.
- (2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Consultant/Contractor/Vendor does not transfer the records to the Department.
- (4) Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Consultant/Contractor/Vendor or keep and maintain public records required by the Department to perform the service. If the Consultant/Contractor/Vendor transfers all public records to the Department upon completion of the Agreement, the Consultant/Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, the Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by the Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE INTERIM CITY MANAGER, AT 850-265-2121, CLIGHTFOOT@CITYOFLYNNHAVEN.COM, 825 OHIO AVENUE, LYNN HAVEN, FL 32444-2353.

ANTI-COLLUSION STATEMENT

RFQ Number: RFQ 25.26-01

RFQ Title: Tennessee Ave. Sidewalk Project Construction Engineering and Inspection Services

The Bidder/Proposer by affixing his/her signature to this form agrees to the following: "Bidder/Proposer certifies that his/her Bid/Proposal is made without previous understanding, agreement, or connection with any person, firm, or corporation making a Bid/Proposal for the same items and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

Vendor acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine Laws.

Company Name: Panhandle Engineering, Inc.

Street Address: 600 Ohio Avenue

City, State & Zip Code: Lynn Haven, FL 32444

Telephone Number: 850.763.5200 Fax Number: _____

Point of Contact Name: Chris Forehand

Point of Contact Title: President

Point of Contact Email Address: cbf@panhandleengineering.com

Point of Contact Telephone Number: 850.596.1235

Printed Name and Title of Authorized Representative



Signature of Authorized Representative

December 11, 2025

Date

This Anti-Collusion Statement must be completed and signed and submitted with your Bid/Proposal.

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DISPUTES DISCLOSURE FORM

RFQ Number: RFQ 25.26-01

RFQ Title: Tennessee Ave. Sidewalk Project Construction Engineering and Inspection Services

Answer the following questions by placing an "X" after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?
YES _____ NO X

Has your firm, or any member of your firm, been declared in default, terminated, or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?
YES _____ NO X

Has your firm filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?
YES _____ NO X

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this project.

Panhandle Engineering, Inc.
Company Name

Chris Forehand, President
Printed Name and Title of Authorized Representative


Signature of Authorized Representative

December 11, 2025
Date

This Disputes Disclosure Form must be completed and signed and submitted with your Bid/Proposal.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

Project Description(s): _____

Financial Project Number(s): _____

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Vendor Eligibility Check Prior to Contract Award

375-030-91
PROCUREMENT
06/22

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

Procurement Office or Contracting Awarding Office:

Printed Name

Signature

Date: _____



EXHIBIT 1

LYNN HAVEN TENNESSEE AVE. – LAP SIDEWALK PROJECT SCOPE OF SERVICES PROJECT NO. 1500.106

This task order is for the purpose of Panhandle Engineering, Inc. (*PE*) as the ENGINEER to provide professional CEI services for the referenced project to the City of Lynn Haven. Contract duration is 180 days. The scope includes a proposed sidewalk including ADA ramps, detectable warnings, driveway crossings, signage, maintenance of traffic and work within an existing constrained right of way.

SCOPE OF WORK

The responsibilities of *PE* are as follows:

Construction Engineering Inspection (CEI) Personnel

- Provide qualified inspection services by a qualified field technician with extensive experience with public roadway construction. The inspector shall be FDOT Certified in the appropriate categories for this type of project.
- Provide a resident compliance specialist (RCS) to comply with all local agency participation (LAP) requirements
- Provide a Sr. Project Manager to oversee all work
- Provide a Sr. Professional Engineer to manage all CEI
- Provide a Project Engineer to assist with all CEI and the RCS scope
- Provide an Administrative/Accountant to assist with all administrative, accounting and records management of the project.

Defined CEI Scope

- Attend the Pre-Construction Conference and chair
- Attend Monthly Progress meetings and chair
- Provide agendas for all meetings
- Assist the City to help ensure that any and all reporting required by the City in the Contract is correctly completed and submitted timely within all funding requirements by FDOT.
- Review MOT Plans and Pedestrian Routing
- Provide Daily Inspection Reports of Activities to City Staff and provide real time access to Raken Software Reports.
- Review all Shop Drawings and Schedule
- Issue Field Orders
- Provide materials verification
- Daily Documentation
- Revise Plans as needed for changes made in field for tracking.
- Review Test Reports
- Review As-Builts
- Make recommendations for payment on a monthly basis
- Provide Punch Lists
- Provide Professional Engineer Site Visits as needed to resolve issues in the field
- Coordinate with Engineer of Record as needed
- Draft change orders and present to client and FDOT if needed

Progress Payments Scope

- Document and check quantities for work completed for all Monthly Progress Payments from the contractor and recommend payment to the City Project Manager.
- Track City issued Purchase Orders for Tax Savings if applicable.

Progress Meetings Scope

- Prepare Agendas
- Chair Monthly Progress Meetings with Contractors, City Staff and FDOT.

Resident Compliance Specialist (RCS) Scope

PE shall provide a qualified Resident Compliance Specialist (RCS) responsible for FDOT LAP compliance, ADA compliance oversight, and documentation control. The RCS will operate independently from daily inspection staff and will focus on risk management, compliance verification, and audit readiness throughout the project.

- Risk Management
- Compliance
- Verification
- Audit Readiness
- RCS responsibilities include:
- Verification of compliance with FDOT LAP procedures and documentation requirements.
- Oversight of ADA compliance for sidewalk grades, cross slopes, curb ramps, driveway crossings, and landings.
- Review of inspection reports, test results, certifications, and contractor submittals for completeness.
- Coordination with FDOT and the City regarding compliance issues and corrective actions.
- Assistance with preparation of LAP audits and final closeout documentation.

Inspection of Work Scope

- Provide inspection services for conformance to Plans and Specifications for the project. Observe, measure, and record all quantities for payment.
- Notify the Construction Contractor of deficiencies or problems immediately.
- Inspect daily erosion control items for conformance to the plans as well as effectiveness in the field and notify the contractor of deficiencies.
- Prepare to justify any and all pay quantities in the case of questions by the city.
- Prepare an accurate daily diary/report signed by the inspector consisting of:
 - A record of the contractors on the project
 - Their personnel (number and classification)
 - Equipment (number and type or size)
 - Location and work performed by each contractor or subcontractor
 - Events of note on the project
 - Accidents on the project and any details surrounding the accident such as police report number, injuries, causes, time, etc. Obtain a copy of the police report for the project records whenever possible
 - Weather, estimated amount of precipitation and average temperature. A total rain day schedule should be kept
 - Any other details that may be important later in the project life
 - Take photos to document progress (photos shall be dated or time stamped digitally) by using the solocator application.
 - Assist with resident complaints as they relate to construction activities.

Final Records

- **PE** shall submit a compilation of project records to the City after project completion. These include:
 - Redline inspection plans with any changes
 - Inspection reports, photos and copies of other documentation on a weekly basis.
- **PE** shall provide a copy of all records in digital format with Raken software.

FEES

See attached Estimate of Hours utilizing the FDOT LAP Spreadsheet.

Lump Sum Total \$ 162,213.78

IN WITNESS WHEREOF, the parties hereto have caused this Task Order to be executed by their undersigned officials as duly authorized.

Panhandle Engineering, Inc.

Address for Correspondence

600 Ohio Avenue
Lynn Haven, Florida 32444



By: _____

Names and Title: Christopher B. Forehand, P.E., President

Date: 2/10/26

City of Lynn Haven

825 Ohio Ave,
Lynn Haven, FL 32444

By: _____

Name and Title: Chris Lightfoot, Interim City Manager

Date: _____



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

11

Department: Public Works - Stormwater

Prepared by: Cory Bracy

Agenda Title: Ditch Digging Services

Staff Recommends: To approve the resolution awarding the agreement for Ditch Digging Services to Chapel Branch and Lagniappe for as-needed services.

I. Report in Brief:

The Stormwater Department has a requirement for ditch digging services to support the maintenance and functionality of the City's drainage system. Approval is requested to award the agreement to Chapel Branch & Lagniappe for services on an as-needed basis. Services will be performed at a unit cost of \$2.50 per linear foot and utilized as required. Total expenditures under this agreement shall not exceed the City's approved budget for ditch digging services in the amount of \$250,000.

Background:

The Invitation to Bid (ITB) was advertised on the Bay County Column publication as well as the City of Lynn Haven website on January 9, 2026 seeking qualified contractors to provide ditch digging services to assist with maintenance of the City's stormwater drainage system. The solicitation requested unit pricing per linear foot for excavation and removal of spoil material and debris, with services to be provided on an as-needed basis. Responses were due on January 30, 2026. A total of ten (10) bids were received. Upon review, B&L Utilities of NW FL submitted the apparent low bid at \$1.47 per linear foot; however, the bid was deemed non-responsive for failure to provide required proof of insurance documentation as mandated in the ITB. As compliance with all submission requirements is necessary to be considered responsive, the bid could not be further evaluated. The next apparent low bidder, Chapel Branch & Lagniappe, submitted a bid of \$2.50 per linear foot. Staff has determined that Chapel Branch & Lagniappe submitted a responsive bid and is a responsible contractor capable of performing the required services.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$250,000.00

Project #: N/A

III. Advertised: Yes **Date:** 01/09/2025 **Where:** COLH Website, Bay County Colum

Background Cont.:

Accordingly, staff recommends award of the service agreement to Chapel Branch & Lagniappe for ditch digging services on an as-needed basis, with total expenditures not to exceed the City's approved budgeted amount of \$250,000.00. Funding is included in the current fiscal year budget, and future expenditures will be subject to annual appropriation.

IV. Alternatives:

None.

V. Attachments:

Resolution 2026-02-520, Service Agreement, Sample Task Order, Bid Tabulation

RESOLUTION 2026-02-520

**A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA,
APPROVING AN AGREEMENT WITH CHAPEL BRANCH AND
LAGNIAPPE RELATING TO THE PROVISION OF DITCH DIGGING
SERVICES TO THE CITY.**

WHEREAS, the City competitively advertised for swale and ditch digging and grading services; and

WHEREAS, the City received 10 timely responses, not all of which were fully responsive to the City's request; and

WHEREAS, Staff recommends the City award the bid to Chapel Branch and Lagniappe, the lowest responsive and responsible bidder.

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 Chapel Branch and Lagniappe relating to the provision of ditch digging services to the City, 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 February 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Dr. Dave Lowery, Mayor

ATTEST:

Chis Lightfoot, Interim City Manager

**AGREEMENT FOR CONTRACTOR SERVICES CITY OF LYNN HAVEN
DITCH DIGGING SERVICES BID NUMBER 25.26-09**

This Agreement made as of this ___ day of February, 2026, by and between the **City of Lynn Haven, Florida** - (the "CITY"), and **CHAPEL BRANCH AND LAGNIAPPE**, authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is 1556 Brickyard Road, Chipley, FL 32428.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

- A. City retains Contractor to diligently, competently, and timely perform such Ditch Digging and related services as the City may request, as City may authorized said services in individual tasks requested from time to time by the City, as more particularly described in the Scope of Work in City Bid package for the **Ditch Digging Services -Bid Number 25.26-09**.
- B. Tasks requested shall be issued in substantially the form set forth in Exhibit A, attached and incorporated herein (the "Task Order"). Each Task Order shall be numbered and, upon its execution by both City and Contractor, shall be deemed to be incorporated into this Agreement. If a term in this Agreement conflicts with a term in a Task Order, the term in the Task Order shall control to the extent of the conflict, but only for that Task Order.
- C. Notwithstanding anything herein to the contrary, City is not required under this Agreement to authorize Contractor to perform any services, and nothing herein shall be construed as entitling Contractor to any work under this Agreement, except and to the extent such work is specifically authorized hereafter by City in a properly executed Task Order.

ARTICLE 2 – SCHEDULE AND TERM

- A. The time schedule for Contractor's performance of the required services under any particular Task Order shall be set forth in that Task Order. The services to be rendered by Contractor as to any particular Task Order shall commence upon execution of that Taks Order and Contractor's receipt of written notice to proceed with such services from the City Manager or his designee. Contractor agrees to abide by the schedule for performance of the contracted services as set forth in the applicable Task Order. City may require specification of liquidated delay damages in a Task order. Failure to specify liquidated delay damages in a Task Order shall not relieve Contractor of liability for delays or other damages as provided by law.
- B. Unless terminated sooner pursuant to the provision of Article 4, and subject to the availability of appropriated funds, this Agreement shall take effect immediately upon execution of the Agreement by both parties, and shall thereafter continue for a term of 1 year or the completion of all outstanding Task Orders, whichever is

later; provided, however, the term of this Agreement shall be renewable by the City, at its sole discretion, for up to two (2) additional one-year periods. Any renewal shall be exercised by the City by providing written notice to the Contractor at least sixty (60) days prior to the expiration of the then-current term. All renewal terms are subject to the annual appropriation and availability of funds as approved by the City Commission. In the event sufficient funds are not appropriated for any renewal term, the City may terminate this Agreement without penalty upon written notice to the Contractor.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed pursuant to the following schedule, which includes all direct charges, indirect charges and reimbursable expenses, if any:

Ditch digging with CONTRACTOR providing excavation equipment and operator with CONTRACTOR hauling material with CONTRACTOR dump truck and driver - \$2.50 per linear foot.

The proposed fee shall be assumed to include all compensation that the City will owe Contractor for the subject services, including all reimbursable expenses, materials, labor and equipment necessary to perform such services.

The CONTRACTOR will bill the CITY monthly.

- B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the FINANCE DEPARTMENT, indicating that services have been rendered in conformity with the Agreement, and then processed for payment. The invoice must specify the work performed. Invoices are due by the 23rd of each month.
- C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.
- D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

- A. The City may terminate the contract resulting from this bid for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U.S. Mail – Certified Mail – Return Receipt Requested. Upon termination, the Contractor shall promptly deliver to the City all data, drawings, report specifications, summaries and other such information, as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process.
 - 1. Termination for Convenience. The City may terminate the contract resulting from this bid at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.
 - 2. Termination of Cause. If the Contractor fails to comply with any of the terms and conditions of the contract resulting from this bid, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare the contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by the City by reason or the Contractor's failure to comply with the contract.
- B. Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the contractor and the City may withhold any payments to the Contractor for the purpose

of setoff until such time the amount of damages due to the City from the Contractor is determined.

- C. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:
1. Stop work on the date and to the extent specified.
 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 3. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - 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 6 - 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 7 - 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 8 - INSURANCE & BONDS

- 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 automobile liability insurance in the amount of \$1,000,000 and \$2,000,000 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 the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. 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.

- C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Commission or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of \$200 per day for all work awarded but not performed under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

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 11 - 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 12 – COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In the performance of its services hereunder, Contractor and all of its work product shall comply with all Federal, State, and local laws, rules, regulations and ordinances applicable to the work or payment for work thereof. Contractor shall not discriminate on the grounds of race, color, religion, sex, or national origin in its performance of work under this Agreement.

ARTICLE 13--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. 2115, BY EMAIL AT

PUBLICRECORDSREQUEST@CITYOFFLYNNHAVEN.COM, OR VIA MAIL, AT 825 OHIO AVENUE, LYNN HAVEN, FL 32444.

ARTICLE 14 - 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 15 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written approval of the City.

ARTICLE 16 - 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 17 - 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 18 - 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 19 - 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 20 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 21 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 22 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

- A. Legal Advertisement for Invitation to Bid,
- B. Bid Package,
- C. Bid Forms:
 - Bid Form
 - Drug-Free Workplace Form
 - Public Entity Crime Statement
 - Anti-Collusion Statement
 - Conflict of Interest Statement
- D. Performance & Payments Bonds (if required),
- E. Change Orders (if any),
- F. Notice of Award
- G. Notice to Proceed
- H. Engineered Drawings, if required,

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 23 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Bay County and the City of Lynn Haven will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and 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 24 - 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

Attn: City Manager
825 Ohio Avenue
Lynn Haven, Florida 32444
Email Address: TBD

With a copy to: 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:

CHAPEL BRANCH AND LAGNIAPPE
CARY LIPFORD
1556 Brickyard Road, Chipley, FL 32428
850-691-6578

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 OF LYNN HAVEN, FLORIDA

Attest:

Chris Lightfoot
City Manager/Clerk

Dave Lowery, Mayor

Contractor Witnesses:
(Two Required)

Contractor: CHAPEL BRANCH & LAGNIAPPE

Witness: _____

By:
Its:

Witness: _____

APPROVED AS TO FORM FOR THE RELIANCE OF THE
CITY OF LYNN HAVEN ONLY:

CITY ATTORNEY

COMBINED TASK ORDER AND
NOTICE TO PROCEED

TASK ORDER NO. _____

DATE:

Reference is made to that certain AGREEMENT BETWEEN CITY OF LYNN HAVEN AND CHAPEL BRANCH AND LAGNIAPPE (the "Contractor") RELATING TO DITCH DIGGING SERVICES dated February, 2026, (the "Agreement"), the terms, conditions, and definitions of which are incorporated herein as if set forth in full. Neither party is in breach of the Agreement.

Pursuant to the Agreement, Contractor agrees to perform the following specific tasks related to **Ditch Digging Services—Bid Number 25.26-09:**

[]

Work shall be completed within _____ [calendar/business] days. Liquidated delay damages, if any, are set at the rate of \$_____ per day. There are no additional rights and obligations related to this Task Order other than as specified in the Agreement.

Upon execution of this task order by both Contractor and City, Contractor is directed to proceed.

IN WITNESS WHEREOF the parties have caused these presents to be executed in their names on the date shown.

Witness:

CHAPEL BRANCH AND LAGNIAPPE

By: _____ Date:
Its:

ATTEST:

CITY OF LYNN HAVEN

_____ City Manager-Clerk

By: _____ Date:
Mayor



IFB NUMBER 25,26-09

Bid Opening Name: Ditch Digging Services

BID OPENING Friday, January 30, 2026 at 2:00 P.M. CDT

Bid Tabulation

Respondent Name	Date/Time Bid Received	Price (per linear foot)	Paper (P) or OpenBids (OB)	Addendum Acknowledgment	Bid/Proposal Form	Drug-Free Workplace	Public Entity	Crimes Statement	Anti-Collusion Statement	Conflict of Interest Statement	Cert. regarding Suspension, etc.	Use of Coercion and Foreign Countries	Proof of Insurance	Responsive Bid - Minimum Requirements Provided
B&L Utilities of NW FL	1/30 @ 01:39pm	\$ 1.47	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N*
Chapel Branch & Lagniappe	1/30 @ 08:45am	\$ 2.50	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Mainline Construction LLC	1/30 @ 01:50pm	\$ 5.95	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
King Tractor Services Inc.	1/22 @ 11:53am	\$ 3.00	P	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Higher Ground Land Service	1/13 @ 10:50am	None provided	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N**
Strobo Contracting, LLC	1/19 @ 11:27am	\$ 6.95	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
PSG Concreting & Excavation	1/22 @ 12:21pm	\$ 2.82	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Demolition Pros	1/25 @ 10:54am	\$ 6.95	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Cates Fencing Inc.	1/26 @ 10:19am	\$165,000 Lump Sum	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	N***
Gulf Coast Utility Contractors	1/30 @ 01:29pm	\$ 27.50	OB	Y	Y	Y	Y	Y	Y	Y	Y	Y	N	N*

* No documentation of proof of insurance provided.

** No documentation provided by vendor

*** Non-conforming unit pricing, vendor deemed non-responsive



Department: Public Works- Sewer

Prepared By: Chris Lightfoot

Agenda Title: Approve Resolution for Wastewater Treatment Plant Staffing.

Requested Action: Approve Resolution for the Service Agreement with Yates Plumbing and Utility Service Inc. for Wastewater Treatment Plant Staffing.

I. Report in Brief:

The City is required to staff its wastewater treatment facility 16 hours per day, 7 days a week, with a minimum of one C-Licensed Operator per the Florida Department of Environmental Protection. Due to ongoing staffing shortages over the past two years, the city has been unable to consistently fill these key licensed positions.

Background:

With assistance from the Florida Rural Water Association, staff contacted multiple companies offering licensed operator staffing. Of the responses received, Yates Plumbing and Utility Service Inc. and US Water provided quotes. Yates was determined to be the most budget-appropriate option. Staff have been utilizing Yates for several months and will continue to do so until permanent staffing solutions are in place. The positions remain posted on the City's website.

In October the Commisison approved a Resolution to pay Yates for this service, those funds have been exhausted and we are needing addiitonal funding to pay for this servoce for the remaining Fiscal Year. It is projected out that it will cost approximately \$110,000 to complete the Fiscal Year.

Recommendation:

Approve the Service Agreement with Yates Plumbing and Utility Service Inc. to ensure continued compliance and operational stability at the wastewater treatment facility.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$52,000

Project #: N/A

III. Advertised: N/A

Date: N/A

How/Means: N/A

IV. Alternatives:

If not approved, the city will be out of compliance for the staffing of the wastewater treatment plant.

V. Attachments:

Resolution 2026-02-521

RESOLUTION NO. 2026-02-521
A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA;
APPROVING AN AGREEMENT WITH YATES PLUMBING
FOR SERVICES RELATING TO OPERATION OF THE CITY'S
WASTEWATER TREATMENT PLANT.

WHEREAS, on October 28, 2025, following a competitive solicitation, the City approved a contract with Yates Plumbing and Utility Service, Inc., to staff the City's wastewater treatment plant with licensed workers, in a not to exceed amount of \$52,000; and

WHEREAS, since that time, the City remains unable to fully staff the plant with City workers, and is approaching the budget limit set by the Commission; and

WHEREAS, staff requests additional funds be approved for this contract, so that Yates can continue to staff the WWTP for the remainder of the fiscal year.

BE IT RESOLVED by the City Commission of the City of Lynn Haven that it hereby approves the appropriation of additional funds for the Yates Plumbing and Utility Services, in an amount not to exceed One Hundred Ten Thousand Dollars (\$110,000).

THIS RESOLUTION shall be effective immediately upon passage.

PASSED AND ADOPTED this ____ day of _____, 2026,
by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Dr. Dave Lowery, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager



Department: Public Works-Sanitation

Prepared By: Chris Lightfoot

Agenda Title: Approve extension of Commercial Garbage Contract with Waste Pro.

Requested Action: Approve the (3) year extension of the Commercial Garbage Contract with Waste Pro.

I. Report in Brief:

On June 27, 2023 the City of Lynn Haven and Waste Pro entered into a (3) year agreement for commercial garbage pickup based on the results of RFP 22.23-14, Waste Pro delivered a letter to the city within the required timeframe per contract language.

Waste Pro's contract is set to expire on July 31, 2026, and includes one (1) three year renewal option. City staff recommends exercising this option and executing an extension through July 31, 2029.

Background:

Waste Pro has consistently delivered excellent service to our commercial customers, along with outstanding customer support and communication with City staff. The strong working relationship between Waste Pro and the City has contributed to reliable, high quality service for our commercial garbage customers and extending this service is in the best interest of both parties.

The Procurement Manual authorizes the City Manager to renew contracts if the cumulative total of the renewal doesn't exceed \$35,000. Historically, the City has paid Waste Pro approximately \$700,000 per year for this service.

Recommendation:

Approve the three year contract extension with Waste Pro.



CITY OF LYNN HAVEN, FLORIDA

Commission Agenda Report

II. Budgeted Amount: \$720,000

Project #: N/A

III. Advertised: N/A

Date: N/A

How/Means: N/A

IV. Alternatives:

If not approved, the Commercial Garbage contract will have to be advertised by RFP and a new vendor selected based on the rankings of the RFP.

V. Attachments:

Resolution 2026-02-522, Waste Pro contract, and extension letter request.

RESOLUTION 2026-02-522

**A RESOLUTION OF THE CITY OF LYNN HAVEN, FLORIDA,
APPROVING A THREE-YEAR EXTENSION OF THE CITY'S
AGREEMENT WITH WASTE PRO FOR COMMERCIAL GARBAGE
PICKUP SERVICES.**

WHEREAS, on June 27, 2023, the City entered into a three-year agreement with Waste Pro for commercial garbage pickup, following a competitively advertised solicitation for those services, which Agreement is attached as Exhibit A; and

WHEREAS, Waste Pro's contract is set to expire on July 31, 2026, but provides for a one-time, three-year renewal at the Contractor's option with the City's consent, and Waste Pro has timely exercised the option to renew, which notice is attached as Exhibit B; and

WHEREAS, City staff recommends the City consent to the renewal.

NOW THEREFORE, BE IT RESOLVED THAT the City Commission of the City of Lynn Haven hereby consents to the three-year extension of the City's Agreement with Waste Pro for commercial garbage services, as provided in Section 2 of that Agreement.

PASSED AND ADOPTED this ____ day of _____, 2026, by the LYNN HAVEN CITY COMMISSION meeting in regular session.

CITY OF LYNN HAVEN, FLORIDA

Dr. Dave Lowery, Mayor

ATTEST:

Chris Lightfoot, Interim City Manager



January , 28, 2026
Chris Lightfoot
City of Lynn Haven
901C Ohio Avenue Lynn Haven, FL, 32444

RE: Commercial Solid Waste Collection Services Agreement RFP 22.23-14

Dear Chris,

On behalf of Waste Pro. We would like to thank you for the opportunity the City of Lynn Haven has entrusted us in serving the business community these last few years. The relationship built over this time has grown and we look forward to continuing for years to come.

As per the below Contract language

2. TERM AND TERMINATION: The term of this Agreement shall be for a period of three (3) years commencing on August 1, 2023, and terminating on July 31, 2026. If Contractor is not in default of the terms of this Agreement, and the City consents, the Contractor has the option of one (1) three-year renewal. The option period, if exercised, shall be by Contractor's delivery to the City not less than six (6) months prior to the expiration of the Agreement, Contractor's written notice of intent to renew.

Waste Pro presents this letter expressing our intent and desire to renew the above-mentioned contract.

Thank you again for the opportunity to serve the business community of Lynn Haven. We look forward to continuing our relationship for years to come. Please let me know if I can be of assistance or should you have any additional questions.

Sincerely,

Loyd Childree
Director of Governmental Affairs
Waste Pro of Florida, Inc.
lchildree@wasteprousa.com
cell: (850) 544-2226

**COMMERICAL SOLID WASTE COLLECTION
SERVICE AGREEMENT
RFP 22.23-14**

THIS AGREEMENT FOR EXCLUSIVE COLLECTION AND DISPOSAL OF COMMERCIAL SOLID WASTE ("Agreement") is entered into this 27th day of JUNE, 2023, by and between the CITY OF LYNN HAVEN, FLORIDA, a Florida municipal corporation ("City") and WASTE PRO OF FLORIDA, INC. ("Contractor").

WHEREAS, the City sought proposals from entities who could provide high quality commercial solid waste collection and disposal services, and advertised for proposals in RFP No. 22/23-14, with a bid opening on May 31, 2023, (the "RFP"); and

WHEREAS, the Contractor submitted a proposal to the City under the RFP; and

WHEREAS, the City selected the Contractor's proposal under the RFP; and

NOW, THEREFORE, for an in consideration of the mutual covenants and agreements contained herein, the parties agree as follow:

1. **EXCLUSIVE SERVICES:** The City hereby grants to the Contractor the exclusive right to collect commercial solid waste, as hereinafter defined, and grants the concomitant obligation to collect commercial solid waste, as hereinafter defined, and grants the concomitant obligation to provide solid waste collection services within municipal boundaries, subject to the conditions set forth in the Agreement. This grant does not include construction dumpsters, trash compactors, 90-gallon containers provided by the City, and other containers the parties agree are exempt. This grant shall remain in full force and effect throughout the term of the Agreement.
2. **TERM AND TERMINATION:** The term of this Agreement shall be for a period of three (3) years commencing on August 1, 2023, and terminating on July 31, 2026. If Contractor is not in default of the terms of this Agreement, and the City consents, the Contractor has the option of one (1) three-year renewal. The option period, if exercised, shall be by Contractor's delivery to the City not less than six (6) months prior to the expiration of the Agreement, Contractor's written notice of intent to renew.
3. **DEFINITIONS:**
 - a. **Solid Waste** – The phrase "solid waste" shall be a general term that includes the specific terms: garbage, trash, rubbish, and household junk, as defined herein.
 - b. **Garbage** – The term "Garbage" shall mean every form of refuse accumulation of animal, fruit, or vegetable matter which attends preparation, use, cooking and dealing in or storage of edibles, and any other matter of any nature whatsoever, which is subject to decay, putrefaction, and the generation of noxious or offensive gases or odors, or which, during or after decay, will or may serve as breeding or feeding materials for flies or other germ carrying insects, or vermin.
 - c. **Trash** – The word "trash" shall mean all accumulation of leaves, grass, or shrubbery cuttings or other refuse attending the care of lawns, shrubbery, vines and trees.
 - d. **Rubbish** – The word "rubbish" shall mean refuse, accumulation of paper, rags or wooden or paper boxes or containers, sweepings, and all other accumulations of a nature other than garbage, which are usual to housekeeping and to the operation of homes, residences and businesses; and any bottles, can or other containers which, due to their ability to retain water, will or may serve as breeding places for mosquitoes or other water breeding insects.

e. **Household Junk** – The phrase “household junk” shall mean any unused or abandoned tangible items such as furniture, stoves, hot water heaters, refrigerators, or similar property not having a useful purpose to the owner. For the purpose of this agreement, the term “household junk” shall not include abandoned or junk automobiles and part thereof; materials that accumulate as a result of building or building alterations, such as brick, block, stone, sand, siding or roofing; or that trash generated as a result of clearing vacant lots.

f. **Roadway** – The word “roadway is defined as that portion of the street right-of-way paralleling any public thoroughfare between the curb lines and abutting property line. If ditching bisects the property and the thoroughfare, the term “roadway” includes the roadside of the ditch.

g. **Commercial Establishment** – The phrase “commercial establishment” shall mean any public or private place, building, or enterprise devoted in whole or in part to business purposes whether for profit or not-for-profit; except where such place, building, or enterprise constitutes a single family residence or multiple dwelling of four (4) units or less. Condominiums, patio homes and similar facilities where the individual units are privately owned and used for residential purpose are not commercial establishments within this definition unless bulk collection is used.

h. **Commercial Container** – The phrase “commercial container” shall mean any portable, non-absorbent, enclosed container with a close fitting cover, or doors, approved by the City which is used to store large volumes of refuse. A commercial container must be capable of being serviced by front loading mechanical equipment.

i. **Commercial Rubbish and Trash** – The phrase “commercial rubbish and trash” shall mean combustibles such as paper, wood and yard trimmings, and non-combustibles such as metal, plastic, glass, stone and dirt.

j. **Commercial Solid Waste** – The phrase “commercial solid waste” shall mean garbage, rubbish and trash resulting from the normal activities of commercial establishments.

4. **GEOGRAPHIC LIMITS:** The service rights and obligations under this Agreement include all commercial establishments within the city limits of the City with the exception of certain small commercial accounts that use garbage cans and are serviced by the City. City and Contractor agree that the limits of the service area are subject to expansion or reduction by annexation and contraction of municipal boundaries and that Contractor has no vested right in any specific area.

5. **CONTAINERS/DISPOSAL:** The Contractor shall provide and maintain ownership of all commercial containers supplied to customers. The commercial container must be slant top, front load containers with plastic lids and plugs. Rear load containers are not permitted. All containers shall be kept in good operating condition and always painted either black, blue or green. Contractor shall dispose of all solid waste collected pursuant to this Agreement at a disposal facility fully permitted for such waste. The choice of such disposal facility shall be that of Contractor.

6. **ASSIGNMENT:** This Agreement is not assignable by Contractor except with express written approval of the City, which approval shall not be unreasonably withheld, but which shall be reflected by a written agreement entered into with the City.

7. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the conditions of the Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship of status. Nothing in the Agreement shall be, in any way, be construed to constitute the Contractor or any of his agents or employees as the agent, employee or representative of the City.

8. **BANKRUPTCY OR INSOLVENCY:** If Contractor becomes insolvent or if the Contractor files a petition of voluntary or involuntary bankruptcy, this Agreement shall automatically terminate no later than the date of the filing of the bankruptcy petition.

9. **TERMINATION.** This Agreement may be terminated for Convenience or Cause. In either case, all notices of termination shall be hand delivered or sent via U. S. Mail - Certified Mail Return Receipt Requested.

a. **Termination for Convenience:** The City may terminate this Agreement at any time for any reason by giving at least thirty (30) days written notice of termination. The City shall pay for all eligible work performed to the date of termination upon receipt of a valid invoice.

b. **Termination for Cause:** If the Contractor fails to comply with any of the terms and conditions of this Agreement, the City may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the City may, with no further notice, declare this Agreement to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the City by reason of the Contractor's failure to comply with this Agreement.

1. Notwithstanding the above, the Contractor is not relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the City from the Contractor is determined.

2. Failure of the Contractor to comply with these provisions shall constitute grounds for the City to immediately terminate this Agreement for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the City notifies the Contractor of such non-compliance.

10. **RATES AND BILLING:** The rates for Contractor's services are set forth in Exhibit 1 attached hereto and made a part hereof. There shall be no additional charges for items such as lock bars requested by the customer or over yardage services.

a. **Adjustments to Rates:** The rates shall be adjusted as follows:

i. *CPI:* Commencing on October 1, 2024, and each year thereafter on October 1st, the rates shall be adjusted utilizing the indexing procedures provided for herein. Rates effective on October 1st of each year shall be for dumpsters serviced on or after the 1st of October and not for any dumpsters serviced in previous months. The rates shall be adjusted on the basis of one hundred (100% percent of any increase in the cost of living as reported in the Consumer Price Index for all urban consumers (U.S. City average - 1967 = 100, all items, Bureau of Labor Statistics of the United States Department of Labor), (the "Index"). The new rates shall be calculated multiplying the existing rates by a fraction, the numerator of which shall be the index for the month of April prior to the respective anniversary date and the denominator of which shall be the index for the month of April, in the previous year. If the Index becomes unavailable, a reasonable substitute, as prepared by the United States Department of Labor or comparable federal agency shall be used. Contractor shall provide the City with prior written notice no later than June 1st of each year of any rate adjustment due to the change in the index with a detailed calculation of how the new rates were determined together with documentation evidencing the adjustment.

ii. *Unusual Cost:* The Contractor may petition the City to adjust Contractor's rates based upon unusual and unanticipated increases in the cost of doing business due to a change in law or regulation ("Change in Law"). Any such request shall be supported by full documentation

establishing the increase in operating costs and the reasons therefor. The City shall be entitled to audit the Contractor's financial and operational records directly related to the Contractor's request in order to verify the increase in costs and the reasons therefor. The City shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the City. The City shall make a reasonable determination based upon the documentation provided in reaching its decision and shall not unreasonably deny relief hereunder.

iii. *Disposal Costs*: The Contractor may use any permitted solid waste management facility for disposal of the City's waste. In the event the disposal site should increase tipping fees or the Contractor elects to utilize another disposal site, the City and Contractor may renegotiate appropriately the rates in Exhibit 1.

b. **Billing**: Contractor will bill the City on the 1st of the month for services performed during the previous month. The City shall pay the Contractor in full within 30 days of receipt of the bill regardless of whether or not the City collects such monies from the customers serviced. The Contractor shall provide a designated representative that is readily available by phone and/or e-mail to handle all invoicing concerns, questions and adjustments. Invoice adjustments are to be credited on the next monthly billing statement.

11. **PERFORMANCE BOND/INSURANCE:**

Simultaneously, with delivery of the executed contract, the Contractor shall furnish a surety bond as security for faithful performance of this contract. The surety on such bond shall be duly authorized by a surety company satisfactory to the City and be in the amount of \$200,000.00.

The Contractor shall provide and maintain in force the following insurance coverage with an insurance carrier licensed to do business in the State of Florida. All policies (except Workers Compensation and Employers Liability) shall name the City as additional insured and shall contain a clause that the Insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days' notice in writing.

a. **Workers' Compensation Insurance Coverage:**

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

If requested by the City, Contractor shall provide to City an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

b. **Commercial General Liability Coverage**

Bodily Injury, Property Damage & Personal Injury Liability	\$1,000,000 Combined Single Limit Each Occurrence, and \$2,000,000 Aggregate Limit
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c. **Business Automobile Liability Coverage**

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit Each Accident
	\$5,000,000 Aggregate Limit

12. **INDEMNIFICATION:** To the maximum extent permitted by Florida law, the Contractor shall indemnify and hold harmless the City and its officers and employees from any and all liabilities, claims,

damages, penalties, demands, judgements, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement or any of the Contract Documents.

13. **COMPLIANCE WITH THE LAWS:** Contractor shall conduct operations under this agreement in compliance with all applicable local, state and federal laws.

14. **SEVERABILITY:** If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Agreement; except that where the City finds that the invalidated provision is essential to the franchise as a whole, the City may terminate said franchise.

15. **SPILLAGE AND LITTER:** Contractor shall not litter and shall make every effort to avoid spillage in the hauling of solid waste materials once collected. In the event of spillage by the Contractor or in the event of accidental spillage prior to collection by the Contractor, other than spillage by the commercial customers, the Contractor shall promptly clean up such litter from such spillage. Contractor shall maintain his equipment in such a manner as to prevent spillage and leakage. Should accidental spillage occur, Contractor shall clean up same.

16. **VEHICLES AND LICENSING OF OPERATORS:** All vehicles used by the Contractor to transport solid waste materials shall be front loading vehicles of the enclosed type and of leak proof construction and shall meet the requirements for such vehicles established by the respective health authorities of the State of Florida. All vehicles operated by the Contractor within the City shall be operated by persons duly licensed under the laws of Florida to operate such vehicles.

17. **COMPLAINTS:** The City is designated to receive all service complaints. It will provide notification to the Contractor promptly of a complaint. In case of complaints about missed scheduled collections, the contractor shall promptly investigate and, if verified, shall arrange for the collection within 24 hours of receipt of the complaint. All other complaints shall be resolved within forty-eight (48) hours after notification by the City. The Contractor shall prepare a form or maintain a register, approved by the City, in its local office of all complaints and the disposition of each. Such records shall be available for City inspection at all times during regular business hours. The form shall indicate the day and hour on which the complaint was received, and the day and hour on which it was resolved.

18. **CUSTOMER REQUESTS:** The City is designated to receive all service requests by the customer. Any customer who contacts the Contractor directly shall be immediately directed to the City of Lynn Haven's Sanitation Department at 1308 Illinois Avenue, telephone (850)-265-5989. Contractor shall respond to new service requests, changes in size of dumpster, extra pickups, or replacement of damaged dumpsters within 48 hours after receipt of the request.

19. **HOLIDAYS:** The following shall be holidays for the Contractor: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If the customer's normal collection day falls on a holiday, then the customer's commercial waste will be picked up one day later than the normal collection day.

20. **PERMITS AND LICENSES:** The Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect.

21. **REIMBURSEMENT FOR DAMAGE TO STREETS OR OTHER CITY PROPERTY:**
The Contractor shall be responsible for any damage by its vehicles or employees to City or private property, including but not limited to damage to City and private streets from the Contractor's equipment or leakage of fuel or chemicals onto City pavement or grounds or private streets or grounds.

22. **POINT OF CONTACT:** All dealings, contacts, notices, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager, City of Lynn Haven, Florida, and

By the Contractor to the City at:	By the City at:
Waste Pro of Florida, Inc.	City of Lynn Haven
12310 Panama City Beach Pwy	901C Ohio Avenue
Panama City Beach, FL 32407	Lynn Haven, FL, 32444
Attention: E. Ralph Mills, V.P.	Attention: City Manager

22. **NOTICE:** A letter addressed and sent certified mail, return receipt requested, to either party at its business address shall be sufficient notice whenever required for any purpose in the Agreement. Notice may also be delivered by hand and if so delivered, a receipt thereof signed by an authorized agent of the City or Contractor shall be evidence of delivery.

23. **NONDISCRIMINATION PROVISION:** The Contractor agrees that it has adopted and will maintain and enforce a policy of nondiscrimination on the basis of race, color, religion, sex, age, handicap, disability, national origin, or genetics. Said nondiscrimination policy shall apply to employment practices of the Contractor and the provision of services. The Contractor agrees that on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms, and other pertinent data and records by City for the purposes of investigation to ascertain compliance with the non-discrimination provisions of this franchise.

24. **CONTRACT DOCUMENTS:** With regards to the Services, the RFP No. 22/23-14 and all attachments and addendums to it, along with the Contractor's response to the Request for Proposals are hereby made an integrated part of this Agreement. Where a specific conflict exists between a term or condition in this Agreement, the RFP and/or Consultant's response, this Agreement shall prevail first, the initial RFP and attachments are next, and the Consultant's proposal form and attachments are final priority.

25. **PUBLIC RECORDS:** To the extent required by law Consultant shall comply with the Florida Public Records law expressed in Chapter 119, Florida Statutes, specifically including to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 disclosure requirements are not disclosed except as authorized by law for the duration of the term and following completion of the Agreement if the Consultant does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City, all public records in possession of the Consultant or keep and maintain public records required by the City to perform the Services. If the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored

electronically must be provided to the City upon request from the City's custodian of public records in a format that is compatible with information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS, THE CITY MANAGER, AT 850-265-2121, citymanager@cityoflynnhaven.com, 901C Ohio Avenue, Lynn Haven, FL, 32444.

26. **ILLEGAL ALIEN LABOR:** Contractor shall comply with all provisions of the Federal Immigration and Contract Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an agreement with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. The Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. The Contractor shall pay all costs incurred to initiate and sustain the verification programs.

27. **APPROPRIATIONS CLAUSE:** If the contract extends beyond the current fiscal year, which ends on September 30th, the contract shall be contingent upon the availability of funds appropriated for such purposes in the City's annual budget for the next succeeding fiscal year.

28. **FORCE MAJEURE:** If either party is prevented from or delayed in performing its duties under this Agreement by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or provincial government ("Force Majeure"), then the affected party shall be excused from performance hereunder during the period of such disability. The party claiming Force Majeure shall promptly notify the other party when it learns of the existence of a Force Majeure condition and when the Force Majeure condition has terminated. Notwithstanding anything in this Agreement to the contrary, the term "Force Majeure" does not include and party shall not be excused from performance under this Agreement for events relating to increased costs, including, without limitation, increased costs of fuel, labor, insurance or other expenses of performing the services hereunder.

29. **MODIFICATION:** This Agreement constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties thereto.

30. **LAWS TO GOVERN:** The exclusive Agreement shall be governed by the laws of the State of Florida both as to interpretation and performance. Venue for any litigation related to this Agreement shall be in the Circuit Court of Bay County, Florida.

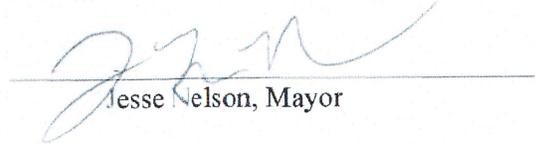
IN WITNESS WHEREOF, the parties have executed this Agreement this 27th day of JUNE, 2023.

Attest :



Vickie Gainer, City Manager

CITY OF LYNN HAVEN, FLORIDA



Jesse Nelson, Mayor

APPROVED AS TO FORM FOR THE RELIANCE OF THE
CITY OF LYNN HAVEN ONLY:



KEVIN D. OBOS, HAND ARENDALL HARRISON SALE
CITY ATTORNEY

WASTE PRO OF FLORIDA, INC.


By: SENIOR VICE PRESIDENT

Exhibit 1

RFP NUMBER 22/23-14
COMMERCIAL SOLID WASTE COLLECTION

Page 2 is a representation of the different sizes and number of pickups for all dumpsters being billed through the City of Lynn Haven

# Pickups Per Week	2 Cubic Yards	3 Cubic Yards	4 Cubic Yards	6 Cubic Yards	8 Cubic Yards
1	\$ 35.94	\$ 53.91	\$ 71.88	\$ 107.82	\$ 143.76
2	\$ 71.88	\$ 107.82	\$ 143.76	\$ 215.63	\$ 287.51
3	\$ 107.82	\$ 161.73	\$ 215.63	\$ 323.45	\$ 431.27
4	\$ 143.76	\$ 215.63	\$ 287.51	\$ 431.27	\$ 575.02
5	\$ 179.70	\$ 269.54	\$ 359.39	\$ 539.09	\$ 718.78
6	\$ 215.63	\$ 323.45	\$ 431.27	\$ 646.90	\$ 862.54
Cost per extra pickup when requested by business owner	\$ 24.90	\$ 37.35	\$ 49.80	\$ 74.70	\$ 99.60

City Properties Dumpsters and Roll Off Containers				
Location	Type/Size Container	Service Schedule	Cost Per Pickup	Total Cost
4800 Hwy 2321 (Bayou Preserve Park)	6 CY dumpster	1 time per week	\$	\$
825 Ohio Ave	4 CY dumpster	1 time per week	\$	\$
1308 Illinois Avenue	8 CY dumpster	2 times per week	\$	\$
1308 Illinois Avenue	30 CY roll off	As needed basis		\$ 250.00
1308 Illinois Avenue	30 CY roll off	As needed basis		\$ 250.00
1308 Illinois Avenue	30 CY roll off	As needed basis		\$ 250.00
1010 West 6 th Street	4 CY dumpster	1 time per week	\$	\$
1010 West 6 th Street	(2) 2 CY dumpster	2 times per week	\$	\$
1010 West 6 th Street	20 CY roll off	As needed basis		\$ 250.00
			GRAND TOTAL	\$

***Roll off containers "Total Cost" shall include price per pull/pickup only. Tipping fees to be charged as a separate line item based on weight at the incinerator and shall be the actual rate charged by Bay County. Weight tickets to be included with invoices. This is for roll off containers only.**

The following is a representation of the different sizes and number of pickups for all dumpsters being billed through the City of Lynn Haven

SIZE DUMPSTER & NUMBER OF PICKUPS PER WEEK	# OF DUMPSTERS	MONTHLY COST	TOTAL COSTS
2 YARD – 1 TIME	12	\$35.94	\$431.27
2 YARD – 2 TIMES	2	\$71.88	\$143.76
3 YARD – 1 TIME	9	\$53.91	\$485.18
3 YARD – 2 TIMES	4	\$107.82	\$431.27
4 YARD – 1 TIME	57	\$71.88	\$4,097.05
4 YARD – 2 TIMES	16	\$143.76	\$2,300.10
4 YARD – 3 TIMES	3	\$215.63	\$646.90
4 YARD – 4 TIMES	1	\$287.51	\$287.51
4 YARD – 5 TIMES	2	\$359.39	\$718.78
6 YARD – 1 TIME	20	\$107.82	\$2,156.34
6 YARD – 2 TIMES	17	\$215.63	\$3,665.78
6 YARD – 3 TIMES	18	\$323.45	\$5,822.12
6 YARD – 5 TIMES	6	\$539.09	\$3,234.51
8 YARD – 1 TIME	14	\$143.76	\$2,012.58
8 YARD – 2 TIMES	19	\$287.51	\$5,462.73
8 YARD – 3 TIMES	11	\$431.27	\$4,743.95
8 YARD – 4 TIMES	3	\$575.02	\$1,725.07
8 YARD – 5 TIMES	5	\$718.78	\$3,593.90
8 YARD – 6 TIMES	5	\$862.54	\$4,312.68
TOTAL NUMBER OF DUMPSTERS	224	TOTAL COSTS	\$46,271.46
Total From "City Properties – Dumpsters and Roll of Containers"			\$ 1,000.00
GRAND TOTAL			\$ 47,271.46

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Check Reconciliation (Filtered)

17A

C	Check #	Vendor Name	Amount	Check Date	Clear Date
N	403260	19668 DEWBERRY	25,429.50	02/13/2026	
N	403271	554 JIM HOUSE & ASS	11,403.00	02/13/2026	
N	403279	17278 RUPPERT LANDSCA	30,986.58	02/13/2026	
N	771882	153 GENERAL EMPLOYE	51,590.33	02/04/2026	
N	771895	30 BAY COUNTY WATE	34,444.80	02/13/2026	
N	771914	21333 ECR	10,975.65	02/13/2026	
N	771922	172 FPL - FLORIDA P	85,031.31	02/13/2026	
N	771957	30969 SUTPHEN CORPORA	1,036,122.00	02/13/2026	

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