

**June 7, 2022
Regular Meeting
12:00 Noon**



City of Port St. Joe

Rex Buzzett, Mayor-Commissioner
Eric Langston, Commissioner, Group I
David Ashbrook, Commissioner, Group II
Brett Lowry, Commissioner, Group III
Scott Hoffman, Commissioner, Group IV

[All persons are invited to attend these meetings. Any person who decides to appeal any decision made by the Commission with respect to any matter considered at said meeting will need a record of the proceedings, and for such purpose 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 to be based. The Board of City Commission of the City of Port St. Joe, Florida will not provide a verbatim record of this meeting.]

BOARD OF CITY COMMISSION

Regular Public Meeting

12:00 Noon

Tuesday June 7, 2022

Call to Order

Consent Agenda

Minutes

- Regular Meeting 5/17/22

Pages 4-7

City Engineer

- Long Ave. Water/Sewer Project
- First Street Paving- RFP 2022-01
- Clifford Sims Park Plan
- Boat Ramp Access Road – RFP 2022-05

City Attorney

- ESAD Sewer- Update
- Resolution 2022-05 SRF Funding Request Downtown Water Lines
- Boy Scout Bldg. Lease Agreement

Pages 8-9

Old Business

- Garden Club- Landscaping Update
- City Projects
- PSJRA Director- Comm. Ashbrook

Pages 10-11

Pages 12-16

New Business

- Fish Grinder- Comm. Hoffman
- City/County Field of Dreams Workshop- Mayor Buzzett

Pages 17-21

Public Works

- Septic to Sewer Grant- Update
- Pump & Process Grinder Pump Contract

Pages 22-27

Surface Water Plant

- Update

Wastewater Plant

- Update

Finance Director

- FEMA- Update
- 2022-23 Budget- Update

- **Summer Recreation Programs**

Code Enforcement

- **Update**

Police Department

- **Update**

City Clerk

- **Grants**

Pages 28-29

Citizens to be Heard

Discussion Items by Commissioners

Motion to Adjourn

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT
2775 GARRISON AVENUE, May 17, 2022, at Noon.**

The following were present: Commissioners Ashbrook, Hoffman, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Mayor Buzzett was absent and the meeting was chaired by Mayor pro tem David Ashbrook.

CONSENT AGENDA

Minutes

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to approve the Minutes of the Regular Meeting of April 19, 2022, and the Special Meeting of April 22, 2022. All in favor; Motion carried 4-0.

City Engineer – Josh Baxley

Long Avenue Water / Sewer Project

This project is currently in process.

RFP 2022-01 First Street Paving, Request to Re-bid:

Bids are due on June 6, 2022.

Clifford Sims Park Plan, RFP 2022-02

This project is waiting on a review by FEMA.

Boat Ramp Access Road Design

Bids are due on June 3, 2022.

Mr. Baxley shared that the Long Avenue Resurfacing Plans are at 90% and are being reviewed by Dewberry and City Staff.

City Attorney –

ESAD Sewer Update

Attorney McCahill noted that a draft has been received from the County and he is making the necessary revisions. Mr. McCahill will get with Mayor Buzzett to review the document, and will have a final agreement for the next Commission meeting.

Resolution 2022-04 Law Enforcement Towing Fees

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to adopt Resolution 2022-04. All in favor; Motion carried 4-0,

Mr. McCahill requested that an item under New Business, Kathleen Johnson – 1405 Constitution Drive, be move up on the Agenda.

Attorney Pat Floyd, who is representing Ms. Johnson, spoke on behalf of Ms. Johnson.

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to follow the guidance of Attorney McCahill, and lift the Stop Work Order. A Certificate of Occupancy will not be given for the Carriage House until the main structure is completed. All in favor; Motion carried 4-0.

Old Business

City Projects

Mr. Anderson noted that for the next two weeks, work would be done to spruce up town for the Memorial Day Holiday.

Commissioner Ashbrook noted that dirt and debris are still being left on Langston Drive and Avenue A, and asked that this be addressed again.

Commissioner Langston asked the status of the paving plans to be done on Avenues C, and D.

Kathleen Johnson - 1405 Constitution Drive – Moved to Old Business, previously discussed.

Sports Complex Workshop of June 2, 2022, at 5 P.M.

Mr. Anderson reminded the Commission of the Workshop, and the request that had been received from Sherry Herring, Gulf County Budget Director, asking that all Budget request for FY 2022-2023 be in to her by June 1, 2022.

Commissioner Hoffman requested that a Field of Dreams Budget Request be submitted for \$1,000,000 match for construction and to include an annual allotment of \$250,000 (equivalent of 1% of bed tax collected in the City), Maintenance Agreement, and one or two people to help as workers at the facility.

Commissioner Langston suggested that transportation be provided for children that did not have the means of getting to the Field of Dreams.

RFP 2022-04 Lighthouse Painting (Handout)

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to award RFP 2022-04 to Razorback LLC with a Base Bid of \$211,000.00, Alternate 1 Bid of \$66,000.00, and Alternate 2 Bid of \$31,000.00 for a total of \$308,000.00. All in favor; Motion carried 4-0. Funding for the project comes from insurance and FEMA from Hurricane Michael.

New Business –

CDBG-DR

Juneteenth Flags – Commissioner Langston

A Motion was made by Commissioner Langston, second by Commissioner Lowry, to purchase 8 flags for a total of \$850 to be used on Langston Drive and MLK Boulevard. All in favor; Motion carried 4-0.

Digital Sign at Boat Ramp – Commissioner Hoffman

A Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to purchase a digital sign for not more than \$20,000 for the boat ramp using funds from the designated account for the boat ramp. All in favor; Motion carried 4-0.

Mayor pro tem Ashbrook requested that the STANTEC Contract for the CRA be on the next Agenda.

FLC Annual Conference, Voting Delegate

Consensus of the Commission was for Mayor pro tem Ashbrook to continue serving as the Voting Delegate to the FLC Annual Conference.

Mr. Anderson noted that the Washington Gym Restrooms look good and the City is working with a contractor on the covered walkway.

Public Works – John Grantland

Septic to Sewer Grant Update

Mr. Grantland shared there are 175 connections available to customers currently on City sewer. Mike Lacour is the Point of Contact for anyone wishing to take advantage of this opportunity.

Surface Water Plant –

Larry McClamma was out and Mr. Anderson shared that everything is going well at the plant.

Wastewater Plant – Kevin Pettis

There is 3' of free board in the pond, and the Consent Order has been extended.

Finance Director – Mike Lacour

FEMA Update

Maddox Park Gazebo – The project has been in Step 4 of 8 for 59 days. Mr. Lacour shared that his FDEM Contact person has requested that the project be expedited through their workflow and that management will review and advance the request today.

Clifford Sims Park – Mr. Lacour is revising the submission for this project and is trying to expedite this project also.

Mr. Lacour shared there is \$34,000 remaining in the Buck Griffin Lake Project that can be expended on existing structures or equipment. It was suggested that the roofs on two of the Pavilions at Dooder Parker Park be repaired and convert a wooden bridge to an aluminum bridge at Buck Griffin Lake. Mr. Anderson, Mr. Grantland, and Mr. Lacour will work with this project.

2022-23 Budget Update

Staff is working internally on the Budget and Mr. Lacour requested that Commissioners and Department Heads get with him on their budget concerns.

Code Enforcement –

Staff has been working with the Boykin Family on two structures that were destroyed by fire. The County has agreed to demo the structures. Attorney McCahill will be drafting a memo for the family to sign and allow the City to Lien the property if the family is unable to pay for the charges.

Police Department – Chief Richards

Chief Richards shared that he has one officer leaving the force today due to the inability to secure affordable housing here.

City Clerk – Charlotte Pierce

Grants Update

Clerk Pierce shared that Staff continues to meet with our Grant Writers, the Ferguson Group, on funding opportunities for the City.

Ghosts on the Coast

Consensus of the Commission was to allow the Gulf County Chamber of Commerce provide Ghosts on the Coast.

Christmas Parade

Clerk Pierce shared the Christmas Parade will be on Saturday, December 10, 2022, and will begin at 6 P.M.

Citizens to be Heard –

George Thompson, Gary Howze, II, and Donna Thompson shared their concerns about the Pole Barn being constructed at 916 Twentieth Street.

Chester Davis shared his observations in the community, issues at Gateway, animal control, speeding issues, and lack of cleanliness in North Port St. Joe. He invited the Commission to a recognition ceremony for Pioneer Bay on May 23, 2022.

Marvin Davis shared his concerns about the lack of affordable housing in Port St. Joe.

Crystal Rhodes and Linda Willis voiced their concerns about speeding on Garrison Avenue. Chief Richards responded that enforcement has increased in hopes of resolving this issue.

Discussion Items by Commissioners

Commissioner Langston thanked the NJROTC for their help in cleaning up the area of Nort Port St. Joe. He also suggested that each church in Nort Port St. Joe adopt a street and be responsible for keeping it clean. Commissioner Langston was complimentary of the work being done for the Washington Gym Bathrooms.

Commissioner Lowry thanked City Staff for cleaning the Right of Ways and trimming the Palm trees.

Commissioner Hoffman did not have anything additional to discuss.

Mayor pro tem Ashbrook did not have any other issues to share with the Commission.

Motion to Adjourn –

There was no other business to come before the Commission and a Motion was made by Commissioner Hoffman, second by Commissioner Lowry, to adjourn the meeting at 1:45 P.M.

Approved this _____ day of _____ 2022.

David Ashbrook, Mayor pro tem

Date

Charlotte M. Pierce, City Clerk

Date

RESOLUTION 2022-05

"A RESOLUTION OF THE CITY OF PORT ST. JOE, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE."

WHEREAS, Florida Statutes provide for loans to local water utilities to finance the construction of water facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. 23016 as eligible for available funding; and

WHEREAS; THE CITY OF PORT ST. JOE intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. THE CITY OF PORT ST. JOE is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are water revenues. THE CITY OF PORT ST. JOE has liens on water revenues.

SECTION IV, The Mayor is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will be binding obligation in accordance with its terms when signed by both parties, The Mayor is authorized to represent the company in carrying out the company's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is THE CITY OF PORT ST. JOE.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this _____ day of June, 2022.

ATTEST

Charlotte M. Pierce, City Clerk

Rex Buzzett, Mayor

Current City Projects 6/7/22

- Washington Gym Bathroom- City/County Match- Complete
- Tree/Stump removal from Parks- Ongoing
- Maddox Park Drainage- Need more info. from engineer to bid and direction from the Board
- Clifford Sims Park Repairs- The Bids have been sent to FEMA/FDEM for approval
- Maddox Park Gazebo- Project has been rebid, waiting on FEMA/FDEM Approval
- Centennial Bldg. Rehab- Grant Approved
- Lighthouse Complex Rehab- Grant Approved
- Lighthouse Painting- Bid Awarded
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on compliance to begin.
- City Hall Complex- Working on USDA Grant/Loan Docs
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- 6/7/22 Agenda
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- Out for Bid
- Ave. C, D, & Dr. Joe Parking Lot Paving- Under Design
- Dooder Parker Park- Outdoor Exercise Equipment & Disc Golf Improvements- Equipt. has been received, waiting on concrete pads to be poured
- Washington Gym Complex- Outdoor Exercise Equipment & Disc Golf Course- Equipt. Has been received, waiting on concrete Pads to be Poured
- Haven Road & Sea Grass Circle Sewer- Working on Design
- New Boat Ramp Access Road- 6/7/22 Agenda
- Washington Gym Sidewalk Cover- Under Construction
- Road Striping- Complete

- Beacon Hill Sewer- Task order signed for design by Dewberry, Working on an interlocal agreement for the Lift Station location & ESAD Sewer Purchase
- Irrigation Repairs on Reid Ave. – Complete



Stantec Consulting Services Inc.

901 Ponce de Leon Boulevard, Suite 900, Coral Gables FL 33134-3070

January 25, 2022

File: PSJ-CRA

Attention: Mr. Jim Anderson

City Manager

City of Port St. Joe

305 Cecil G. Costin Sr. Blvd.

Port St. Joe, FL 32456

Dear Jim,

Reference: Port St. Joe Community Redevelopment Agency – Support Services, DRAFT

Stantec Consulting Services Inc. (Stantec) is pleased to submit this proposal to provide support services as needed to the Port St. Joe Community Redevelopment Agency (CRA). A general understanding and scope of work is provided below.

After you've had an opportunity to review the proposed scope and fee scenarios, we would welcome the opportunity to discuss in further detail and adjust as may be necessary to meet your current needs.

Project Understanding:

Currently, the Port St. Joe CRA does not have dedicated staff support and seeks ongoing assistance in the overall management of the agency, and in performing and meeting its statutory requirements. It is understood there are several items that need to be completed to bring the agency into current compliance, and it is the intent of the City to further activate the CRA to facilitate future redevelopment.

Stantec has extensive experience with CRA's, their creation, plan development, ongoing operations, and in ensuring compliance with Chapter 163, Part III – Community Redevelopment in Florida Statutes. We appreciate the opportunity to continue serving the City of Port St. Joe.

We recognize the CRA generates limited tax increment revenue. Following the recommended scope of services below, we have outlined two potential fee scenarios. The greatest variable in "on-call" services are the number of hours per week / month the client seeks. In redevelopment, there is a correlation between the time spent implementing the Plan and the subsequent results however, we understand budgetary limitations. The fee scenarios identify two different levels of time committed to the CRA and are both based on a TME basis.

As a part of the Plan update and in the formation of the CRA Advisory Board, identifying community stakeholders and stakeholder organizations that may also assist in Plan implementation will help in advancing Plan implementation while minimizing cost.

Reference: Port St. Joe Community Redevelopment Agency – Support Services, DRAFT

Scope of Services:

Stantec will perform support services to the CRA, and City as may be requested and include, but not be limited to the following:

- Assist the CRA / City in preparing and posting to the CRA website annual report and budget data required per statute for budget fiscal years 2018 – 2019, 2019 – 2020, and 2020 – 2021;
- Assist the CRA / City in preparing and posting to the CRA website annual performance measures, and general website updating with other required content per statute;
- Assist the CRA / City in preparing and adopting a Plan addendum including updated tax increment revenue projections, expenditures, annual work plan for FY 2021 - 2022, updated spending allowances, and other items to satisfy statute;
- Assist the CRA / City in establishing the CRA Advisory Board, including an additional "CRA 101" and general program goals and objectives;
- Assist the CRA / City in administering the required functions of the CRA and supporting the CRA Advisory Board and CRA Commission – assumed to include virtual monthly meetings and coordinate with the City on required public notices, agendas, and meeting minutes within a specific hour range per month;
- Provide on-call services to support the CRA / City in CRA related functions as needed.

Deliverable:

Deliverables will be provided as required based on the specific task. Stantec will perform all work requested on a TME basis and will not exceed the approved contract fee without prior authorization. A detailed fee estimate may be requested and provided prior to initiation of any task requested of Stantec. It is assumed all meetings will be conducted virtually unless specifically stated below or requested by the CRA and/or City.

Reference: Port St. Joe Community Redevelopment Agency – Support Services, DRAFT

Fee Scenario #1:

Task	Fee Type	Fee
100 – Prepare Annual Reports & Budgets (Fiscal Years 2018-2019, 2019-2020, 2020-2021)	T/M	\$2,600
200 – Redevelopment Plan Update	T/M	\$7,600
300 – Advisory Board formation assistance, goal setting, and work plans <ul style="list-style-type: none"> Assumes one in-person full day kick-off and work session 	T/M	\$4,500
400 – Advisory Board ongoing meetings, City Commission meetings, and others as required to facilitate CRA actions (virtual) <ul style="list-style-type: none"> Assumes one (1) monthly CRA Advisory Board meeting with two (2) hours support per month for 12 months Assumes one (1) quarterly update to the City Commission Assumes monthly assistance with agendas and notices 	T/M	\$8,600
500 – General support services as requested <ul style="list-style-type: none"> Assumes one (1) full workday per month or 96 hours per 12-month period 	T/M	\$18,000
Subtotal	T/M	\$41,300
Reimbursable Expense	T/M	\$2,500
Total:	T/M	\$43,800

Reference: Port St. Joe Community Redevelopment Agency – Support Services, DRAFT

Fee Scenario #2:

Task	Fee Type	Fee
100 – Prepare Annual Reports & Budgets (Fiscal Years 2018-2019, 2019-2020, 2020-2021)	T/M	\$2,600
200 – Redevelopment Plan Update	T/M	\$7,600
300 – Advisory Board formation assistance, goal setting, and work plans <ul style="list-style-type: none">Assumes one in-person full day kick-off and work session	T/M	\$4,500
400 – Advisory Board ongoing meetings, City Commission meetings, and others as required to facilitate CRA actions (virtual) <ul style="list-style-type: none">Assumes one (1) monthly CRA Advisory Board meeting with four (4) hours support per month for 12 monthsAssumes one (1) monthly update to the City CommissionAssumes monthly assistance with agendas and notices	T/M	\$15,500
500 – General support services as requested <ul style="list-style-type: none">Assumes two (2) full workdays per month or 192 hours per 12-month period	T/M	\$36,000
Subtotal	T/M	\$66,200
Reimbursable Expense	T/M	\$2,500
Total:	T/M	\$68,700

January 25, 2022
Mr. Jim Anderson
Page 5 of 5

Reference: Port St. Joe Community Redevelopment Agency – Support Services, DRAFT

The above-referenced scope of services will be charged on a time and materials basis not to exceed \$xxx without your prior approval. Labor and non-labor charges (mileage, reproduction, per-diem, etc.) will be charged according to our standard rate schedule and are included in the cost estimates below.

Regards,

Stantec Consulting Services Inc.

Jared Beck, AICP
Senior Associate, Senior Planner
Phone: 239 821 2765
Jared.Beck@Stantec.com

By signing this proposal, the Port St. Joe Community Redevelopment Agency authorizes Stantec to proceed with the services herein described and the Client acknowledges that it has read and agrees to be bound by the attached Professional Services Terms and Conditions.

This proposal is accepted and agreed on the 25 day of January, 2021.

Per: Port St. Joe CRA

Print Name & Title

Signature

Attachment: Terms and Conditions

c. Ray Greer
Miles Ballogg

PROJECT NAME: Fish Cleaning Station**Company:** City of Port St. Joe**Anticipated Ship To:** Port of St. Joe, FL**Quote Date:** May 20, 2022**Sales Manager:** Elizabeth Quigley**Shop Drawings:** 6 Weeks**Ship Equipment Lead Time:** 16 Weeks**Terms, OAC:** NET 30**Pricing:** Valid for 30 days**Shipping & Handling:** Included

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to the terms and conditions listed on the JWC Environmental "Terms and Conditions" page and any comments and exceptions listed below.

Intended Service: Grinding fish waste

Scope of Supply to include:

JWC Environmental FISH CLEANING STATION

One (1) Model 3-HYDRO-0804 Monster Industrial Grinder suitable for handling 400 gpm (92 m3/hr). Scope of supply to include:

- * Grinder with 8" cutter stack using 7-tooth cam cutters in 4130 alloy steel, tungsten carbide mechanical seals with BUNA-N elastomers rated for 60 psi, green epoxy-coated gray iron end housings & side rails with 4" dia. pipe flanges, 29:1 speed reducer and 5 hp TEFC 208-230/460v/3ph/60Hz electric motor

One (1) Fish cleaning table and enclosure. Scope of supply to include:

- * Table, 84" long X 43" wide X 38" tall fabricated in 304 stainless steel with hinged access doors
- * Sink fabricated in 304 stainless steel with swirl spray nozzles for rinsing
- * Two (2) Polyethylene cutting boards 84" long
- * Two (2) spray wash wands with easy reach cord
- * Safety inlet hood

One (1) PC2200 motor controller in a NEMA 4X FRP enclosure accepting 208V, 230v or 460V/3ph/60Hz or 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC

One (1) Day start up and training

Four (4) Operation and Maintenance manuals

Comments and Exceptions:

- Standard one-year warranty is included— Please reference attached standard JWC Terms and Conditions of Purchase.

Unless specifically stated above, this quotation does not include installation, any taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, spare parts, or special tools.

Price:**\$83,859**

**JWC ENVIRONMENTAL
TERMS AND CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 ½% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America.

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination.

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY



Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME.

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or



under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS

The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATIONS, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN, THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN.





370 W. Burgess Rd. – Pensacola, Florida – 32503
Office (850) 432-0334 / Butch Branton Cell (850) 393-7686

June 01, 2022

John Grantland - Director of Public Works
The City of Port St. Joe
1002 10th Street
Port St. Joe, Florida 32456

Re: Residential Simplex Sewage Grinder Lift Station Packages
Price Increase Request

John,

Since Covid/Supply Chain/Fuel Cost issues started we have had several price increases passed on to us from our suppliers from which we purchase all the components that make up your Simplex Sewage Grinder Packages. It has reached a point that we must request permission to increase your cost per unit to offset these increases.

We have had an overall material price increase of \$255.00 for each simplex grinder package. We are requesting that the price per unit increase from current \$2,437.00 to \$2,693.00, approximately 10%, to reflect this increase?

We would appreciate your consideration and and would be happy to meet and discuss. Please do not hesitate to call me if I can answer any questions.

BB

Respectfully,
F.D. "Butch" Branton
For Pump and Process Equipment, Inc.
850.393.7686, Cell
butch@pumpandprocess.net



BID

This proposal of Pump and Process Equipment Inc.

(hereinafter called "BIDDER"), organized and existing under the laws of the State of Florida

doing business as a corporation ("a corporation", "a partnership" or
"an individual") hereby submitted to City of Port St. Joe (hereinafter called "OWNER")

In compliance with you Advertisement for Bids, BIDDER hereby proposes to supply all parts and
materials as described in the City of Port St. Joe – Simplex Grinder Station Bid 2020 in strict
accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated
below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto
certifies as to its own organization, that this BID has been arrived at independently, without
consultation, communication or agreement as to any matter relating to this BID with and other BIDDER
or with any competitor.

BIDDER hereby agrees to provide the grinder pumps at Bid Schedule Prices from the date to be specified
in the Agreement and continue to do so for a period of three years thereafter in accordance with the
executed Agreement.

BIDDER acknowledges receipt of the following ADDENDUM

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

BID SCHEDULE

This is a lump sum bid. It is the Contractor's responsibility to carefully review the specifications and to visit the project to determine what is needed to do the whole project, and to reflect this in the LUMP SUM BID.

1. Grinder Pump Station (10 GPM @ 90' TDH) \$ 2,389.00 /each
Model Number OGVH2022AUF
Brand/ Manufacturer Barnes
Manufacture Warranty 5 Year 100% Parts and Labor at no additional cost
Product Delivery Time Orders of 5 units or less, 2-3 days. Orders of greater than 5 units, 2 weeks.
2. Grinder Pump Station (7 GPM @ 180' TDH) \$ 2,389.00 /each
Model Number OGP2022AUF
Brand/ Manufacturer Barnes
Manufacture Warranty 5 Year 100% Parts and Labor at no additional cost
Product Delivery Time Orders of 5 units or less, 2-3 days. Orders of greater than 5 units, 2 weeks.

All prices shall **NOT** include taxes.

Respectfully Submitted:

Butch Branton
Signature

Sales Engineer

Title

12/3/20

Date

Pump and Process Equipment Inc.

Company Name

370 W. Burgess Rd., Pensacola, FL 32503

Address

850/432-0334

Phone Number

SEAL:

(If Bid by Corporation)

AGREEMENT

THIS AGREEMENT, made this 16th day of December, 2020, by and between, CITY OF PORT ST. JOE hereinafter called "OWNER" and Pump and Process Equipment Inc. doing business as Pump and Process Equipment Inc., hereinafter called "CONTRACTOR". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will supply the items required by the CONTRACT DOCUMENTS on an as needed basis within 30 calendar days after the date of the NOTICE TO PROCEED and will continue to supply them on an as needed basis for the price stated in the bid for two years thereafter.
2. The CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sums as listed below:

- | | |
|--|--------------------------|
| A. Grinder Pump Station (10 GPM @ 90' TDH) | \$ <u>2,389.00</u> /each |
| B. Grinder Pump Station (7 GPM @ 180' TDH) | \$ <u>2,389.00</u> /each |

3. The term "CONTRACT DOCUMENTS" means and includes the following:
 - (A) ADVERTISEMENT FOR BIDS
 - (B) INFORMATION FOR BIDDERS
 - (C) BID
 - (D) AGREEMENT
 - (E) NOTICE OF AWARD
 - (F) MEASUREMENT AND PAYMENT
 - (G) LOW PRESSURE GRINDER PUMP STATION
4. The OWNER will pay to the CONTRACTOR in the manner that is standard policy in regards to the City's purchasing policies.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement shall be for a five (5) year period with pricing guaranteed for one year from the date of Contract execution with no more than a 2.5% increase each additional year for the remainder of the Agreement and may be extended by mutual agreement for one year periods with regards to price changes that may occur or re-bid in its entirety.

NOTICE OF AWARD

To: Pump and Process Equipment Inc.
370 W. Burgess Road
Pensacola, FL 32503

PROJECT DESCRIPTION:

CITY OF PORT ST. JOE – SEWER GRINDER PUMP STATIONS – November 2020

NOTICE TO PROCEED

To: Pump and Process Equipment Inc. Date: 12/16/20
370 W. Burgess Road
Pensacola, FL 32503

PROJECT: CITY OF PORT ST. JOE SEWER GRINDER PUMP STATIONS

You are hereby notified to provide the materials in accordance with the Agreement dated 12/16/20, 2020 on or before _____, 2020, and you are to continue to provide the materials for five (5) years thereafter for the prices listed in the bid. The date of contract completion will be 12/16/25, 2025 and may be extended by mutual agreement for one year periods with regards to price changes that may occur or re-bid in its entirety.

City of Port St. Joe

Owner

By: Rex Buzzett

Name: Rex Buzzett

Title: Mayor

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

By _____ (Company Name)

This the _____ day of _____, 2020

Butch Branton

(Signature)

Butch Branton

(Print Name)

Sales Engineer

(Title)

Grants Updated- 6/7/22

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
FDOT/SCOP	\$397,375	Application for resurfacing of first Street from Hwy 98 to Hwy 71. Approved for 21/22 funding
FEMA PA	\$9,778,787	Damage from Hurricane Michael
FDEM	\$660,943 \$5,000	Hazard Mitigation. Elevation of (12) lift stations and switch gear for Washington Gym Generator Power. Submitted 3/6/20. 25% match.
FRDAP	\$100,000	Applied for (2) grants on 10/15/20. Washington Gym Complex and Dodder Parker Park for exercise equipment, playground Equipmt. & Disc Golf. Grants approved 7/21 Waiting on State Approval to Award Bids
FDEP/SRF	\$4,537,600	Application submitted for Construction of Long Ave. Sewer Line and Lift Station. Grant \$3,630,080 and Loan \$907,520 Combo 80/20. Approved, Notice of Award has been issued.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded, waiting on a contract. No Match.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21.
CDBG-DR	\$8,566,469	Police/Fire Station. Application not approved. Re-submitted in Round two of funding on 9/15/21. Application not approved.
CDBG-DR	\$4,987,330	Intelligent Stormwater on MLK-FAMU. Application not approved.
FDOT/SCOP	TBD	Niles Rd. from Garrison to Long Ave Re-surfacing. Approved, waiting on Grant Agreement.
National Park System/Hurricane Michael	\$83,000	Washington Gym Rehabilitation. Submitted by UF. Approved and will be administered thru the State of Florida Division of Historical Resources
Historic Resources/Hurricane Michael	\$327,707	Cape San Blas Lighthouse Complex. Approved with no match
USDA	\$4,000,000	Potential 65% loan/35% grant for new Government Complex
COVID-19 Rescue Plan	\$1,786,545	Grant Agreement signed 9/15/21.
FDEO	\$675,426.00	Commercial District Waterline Replacement. Grant Application submitted 1/2022. Grant Approved 4/8/22.
FDEP Water Protection Funds	\$965,000	System Wide Septic to Sewer for 175 connections. Grant Application approved 11/10/21. Accepting Applications for service.
FDEP Water Protection Funds	\$4,300,000	Beacon Hill Sewer. Grant Application Approved 11/9/21. Dewberry is working on the Design.
FDEP Water Protection Funds	\$1,834,401.60	Pipe Replacement under the 10 th Street Park. Grant Application submitted 7/15/21. Was not approved.

CDBG- DR Phase II	\$6,654,566	Road & Stormwater Repairs. Application submitted 9/15/21. Application not approved.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF Approved, waiting on Grant Agreement
FRDAP	\$150,000	Core Park Splash Pad, 25% City Match. Submitted 10/14/21. Was not approved.
Legislative Appropriation	\$500,000	Core Park Splash Pad, Rest Room, & Stage. Was not Approved.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial submitted 3/22