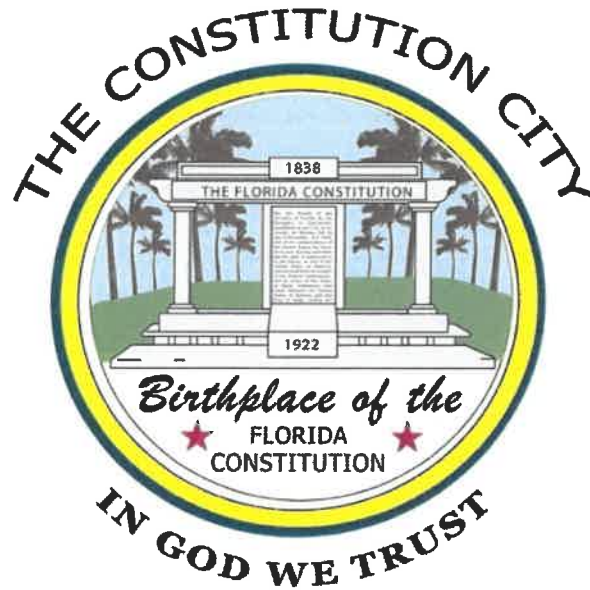


**November 15, 2022  
Regular Meeting  
12:00 Noon**



## 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 November 15, 2022**

## **Call to Order**

## **Consent Agenda**

### **Minutes**

- **Regular Commission Meeting 11/1/22** **Pages 4-7**

### **City Engineer**

- **Long Ave.**
  - **Water/Sewer**
  - **Paving**
- **Ave. C, D, & Dr. Joe Parking lot Paving**
- **First Street Paving**
- **Beacon Hill Sewer Design**
- **CEI Services for Paving Projects- Task Order**

**Pages 8-9**

### **City Attorney**

- **ESAD Sewer Purchase Agreement**
- **Clifford Sims Park Agreement**

**Pages 10-20**

**Pages 21-28**

### **Old Business**

- **City Projects**
- **Hurricane Ian- Mayor Buzzett**

**Pages 29-30**

### **New Business**

- **Reid Ave. Sidewalks**
- **Chamber Workshop- Mayor Buzzett**

### **Public Works**

- **Wastewater System Evaluation Task Order**

**Pages 31-34**

### **Surface Water Plant**

- **Update**

### **Wastewater Plant**

- **Update**

### **Finance Director**

- **FEMA- Update**

**Code Enforcement**

- Update

**Police Department**

- Update

**City Clerk**

- Grants Update
- Christmas Parade 12/10/22 at 6:00

**Pages 35-36**

**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, November 1, 2022, at Noon.**

The following were present: Mayor Buzzett, Commissioners Ashbrook, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Hoffman was absent due to the illness of his mother.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to approve the Minutes of the Regular Meeting of October 18, 2022. All in favor; Motion carried 4-0.

**Introduction of Miss Port St. Joe**

Mrs. Amy Connolly, of the Miss Port St. Joe Organization, introduced Miss Emma Grace Burke as the 2023 Miss Port St. Joe. Miss Burke thanked the Commission for having her today, shared her ideas of the upcoming year, and offered to help with any City project.

**City Engineer – Josh Baxley**

*Long Avenue Water / Sewer / and Paving RFP 2022-15*

Lateral lining is underway, the contractor is working down Long Avenue and expects to be complete in approximately two weeks.

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to approve RFP 2022-15 with North Florida Construction in the amount of \$952,428.00 for the Base Bid and Alternates. All in Favor; Motion carried 4-0.

*Avenues C, D, and Dr. Joe Parking Lot Paving, RFP 2022-16*

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve RFP 2022-15 the Base Bid of American Sand in the amount of \$449,499.70 and to ask if they will meet the Alternate Bid of North Florida Construction in the amount of \$145,257. If they will, the entire packet will be awarded to American Sand. If they are unable to meet the quote, Alternate I Phase of the project will be rebid. All in favor; Motion carried 4-0.

*First Street Paving –*

This project is under construction.

*Beacon Hill Sewer Design –*

The Lift Station Permit was received on October 24, 2022. Dewberry is currently preparing the bid package for submittal to the City for delivery by November 10, 2022.

*Roof Inspections Task Order –*

A Motion was made by Commissioner Lowry, second by Commissioner Ashbrook, to approve a Task Order with Dewberry Engineers for Building Structural Inspections of the Washington Gym,

the City Fire Station, and the outbuildings (WIG Building, Work Force Center, and Museum) near the Washington Gym in the amount of \$15,900. All in favor; Motion carried 4-0.

### **City Attorney –**

#### *ESAD Sewer, Purchase Agreement and Memorandum of Understanding Update*

Attorney McCahill shared that Mr. Seifert did not sign the agreement by October 31, 2022.

Mr. McCahill feels that they are close on an agreement and asked that the Motion of October 18, 2022, in Section 3 - Time for Acceptance, Effective Date, Computation of Time – to insert the date of October 31, 2022, be rescinded.

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to rescind the Motion of October 18, 2022, in Section 3- Time for Acceptance, Effective Date, Computation of Time – to insert the date of October 31, 2022. All in favor; Motion carried 4-0.

#### *Clifford Sims Park Agreement*

This was Tabled due to the absence of Commissioner Hoffman.

Mr. McCahill shared that the agreement has been received from the St. Joe Company for their contribution of \$5,000 per year for 5 years to help with the upkeep of the park area.

Mr. McCahill has not received the requested opinion from the Florida Attorney General concerning the issue of traversing the water in the marina.

### **Old Business**

#### *City Projects*

Mr. Anderson shared that projects are moving along.

#### *Hurricane Ian – Mayor Buzzett*

Mayor Buzzett shared that people in South and Central Florida are suffering, there is still the opportunity to send monetary contributions to help them, and to please continue praying for those impacted by Hurricane Ian. He noted that contributions will be given to Samaritan's Purse and a representative of that organization will come for the presentation. Approximately \$25,000 had been raised thus far for the hurricane victims.

### **New Business –**

#### *Reid Avenue Sidewalks*

Mr. Anderson noted that it would cost approximately \$4,560 for sidewalk improvements near Bay Breeze Antiques and that the intersections could use some help as well. He asked that the Commissioners look at the Intersections and get back with him on their thoughts.

#### *Vulnerability Assessment Grant Sub-Contract*

A Motion was made by Commissioner Ashbrook, second by Commissioner Langston, to approve the Vulnerability Assessment Grant Sub-Contract with the University of Florida in the amount of \$218,895. All in favor; Motion carried 4-0.

## **Public Works –**

### *Wastewater System Evaluation Task Order*

Mr. Grantland stated this was based on the ESAD purchase and did not require any action at this time.

## **Surface Water Plant –**

A Motion was made by Commissioner Ashbrook, second by Commissioner Lowry, to award the Re-Bid of RFP 2022-13 Sodium Hypochlorite to Odyssey in the amount of \$1.45 per gallon. All in favor; Motion carried 4-0.

## **Wastewater Plant – Kevin Pettis**

Mr. Pettis shared that the plant did well on the audit, he is still working on the permit modification because of a survey glitch, discharging will begin this month, there is 1 and 1/2' of free board in the pond, and they are happy with the welding work that was done last month.

## **Finance Director – Mike Lacour**

### *FEMA Update*

Mr. Lacour noted that FEMA has requested more detailed information on the bid and the project is moving through the chain. Currently, the observation deck at Clifford Sims Park is in Step 6 of 8.

## **Code Enforcement –**

Mr. Anderson shared that hearings were held last week, we are waiting on Orders from the hearings, and the county will assist with the demolition of two homes.

## **Police Department – Chief Richards**

Chief Richards reported that the Ghosts on the Coast event was a great success, there was a huge turn out and everything went well.

## **City Clerk – Charlotte Pierce**

Clerk Pierce reported that City Staff continues to work with our grant writers on funding possibilities, and reminded the Commissioners of the Christmas Parade on Saturday, December 10, 2022. Mayor Buzzett stated that last week he read a statement and wanted to make sure that Chester Davis understood that it was not directed to him.

## **Citizens to be Heard –**

*Chester Davis* asked about a signed contract with Stantec for a CRA Director. PSJRA Chairman Eric Langston stated that the contract has not been received, but he expects to have it this week.

Mr. Davis read a prepared statement concerning the NPSJ PAC. A copy of the prepared statement was not provided to the clerk.

*Candy Nesemeier* asked Commissioner Lowry if he had been able to learn more about the Nopetro Project. Commissioner Lowry responded that what he had learned was provided by Gulf County EDC Director Jim McKnight.

*Marvin Davis* mentioned that during heavy rains there are issues with the Washington Gym grounds. John Grantland noted there are funds in the current budget for improvements in the gazebo area.

Mr. Davis also asked about Gateway Apartments. Commissioner Langston responded that he has met with property staff, there are still unoccupied hurricane damaged units, and there are vacant units that are not being filled.

#### **Discussion Items by Commissioners**

*Commissioner Langston* shared that the PSJRA Contract with Stantec will be forthcoming, letters have been sent to churches in North Port St. Joe asking they place a member from their church on the Citizens Advisory Board, and invitations have been extended to community groups to have a representative from their organization. He encouraged people to get involved and noted the next PSJRA Meeting will be held on Tuesday, November 15, 2022, at 11:00 A.M., prior to the City Commission Meeting.

*Commissioner Ashbrook* cautioned the Commissioners when dealing with the new workforce housing project representatives to remember the current Gateway Apartments were projected to be town homes and are now apartments only.

*Commissioner Lowry* reminded everyone that we will not know the full global impact of the LNG Project until it is brought to the City for a Development Order.

*Mayor Buzzett* shared that he and Mr. Anderson met with Representative Jason Shoaf last week to discuss the easement challenges that Oikos are encountering with Duke Energy. He noted that Oikos is doing a great job.

*Marvin Davis* asked if there have been any updates on the proposed housing project on Highway 71. Mayor Buzzett responded that he had not heard anything and that it was not a City project.

#### **Motion to Adjourn –**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 1:00 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
Rex Buzzett, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Charlotte M. Pierce, City Clerk

\_\_\_\_\_  
Date



Dewberry Engineers Inc. | 850.227.7200  
324 Marina Drive | 850.227.7215 fax  
Port Saint Joe, FL 32456 | www.dewberry.com

October 31, 2022

Mr. Jim Anderson, City Manager  
City of Port St. Joe  
305 Cecil G. Costin Sr. Blvd.  
Port St. Joe, FL 32456

RE: Long Avenue and C, D and Williams Ave. Parking- Resurfacing  
Professional Services Proposal - CEI

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for construction engineering and inspection (CEI) services. It is our understanding that the City will receive bids for the subject projects on October 28, 2022. The following list defines the services that will be provided to complete the projects:

**A. CONSTRUCTION ENGINEERING AND INSPECTION**

- Schedule and attend the preconstruction meeting
- Provide periodic inspection services during construction
- Witness and verify all material testing for compliance
- Provide weekly and monthly project progress reports
- Respond to all RAI(s) during the construction phase
- Review contractor pay requests and submittals
- Prepare contract close out documents

We propose to perform the services described above for an hourly fee not to exceed **\$95,000.00**. Please see the attached standard hourly billing rates.

Services not included in this proposal are as follows:

1. As built survey.
2. Construction stakeout.
3. Weekend/holiday overtime hours.
4. Resident inspection services.

We appreciate the opportunity to provide engineering services for the City of Port St. Joe. If this proposal is acceptable, please sign in the space provided below. Should you have questions or need additional information, please give me a call at 850.693.2181

Sincerely,

Josh Baxley, P.E.  
Associate, Branch Manager

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

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



# Standard Hourly Billing Rate Schedule

w/Crew

Dewberry	Hourly Rates
<b>Professional</b>	
Principal	\$330.00
Architect I,II,III	\$100.00, \$120.00, \$135.00
Architect IV,V,VI	\$150.00, \$170.00, \$190.00
Architect VII,VIII,IX	\$210.00, \$230.00, \$255.00
Interior Designer I,II,III,IV	\$92.00, \$110.00, \$125.00, \$150.00
Engineer I,II,III	\$115.00, \$130.00, \$150.00
Engineer IV,V,VI	\$165.00, \$185.00, \$215.00
Engineer VII,VIII,IX	\$240.00, \$255.00, \$280.00
Geographer/GIS I,II,III	\$90.00, \$105.00, \$120.00
Geographer/GIS IV,V,VI	\$140.00, \$160.00, \$175.00
Geographer/GIS VII,VIII,IX	\$200.00, \$230.00, \$270.00
Professional I,II,III	\$100.00, \$120.00, \$140.00
Professional IV,V,VI	\$165.00, \$180.00, \$195.00
Professional VII,VIII,IX	\$215.00, \$240.00, \$265.00
<b>Technical</b>	
Designer I,II,III	\$110.00, \$130.00, \$150.00
Designer IV,V,VI	\$170.00, \$190.00, \$210.00
CADD Technician I,II,III,IV,V	\$80.00, \$100.00, \$120.00, \$135.00, \$165.00
Surveyor I,II,III	\$68.00, \$83.00, \$98.00
Surveyor IV,V,VI	\$112.00, \$125.00, \$140.00
Surveyor VII,VIII,IX	\$160.00, \$185.00, \$220.00
Technical I,II,III	\$85.00, \$100.00, \$120.00
Technical IV,V,VI	\$130.00, \$145.00, \$165.00
<b>Emergency Management</b>	
Emergency Management I, II, III	\$80.00, \$100.00, \$130.00
Emergency Management IV, V, VI	\$165.00, \$215.00, \$280.00
<b>Construction</b>	
Construction Professional I,II,III	\$125.00, \$150.00, \$180.00
Construction Professional IV,V,VI,VII	\$200.00, \$230.00, \$265.00, \$300.00
Inspector I,II,III	\$85.00, \$110.00, \$130.00
Inspector IV,V,VI,VII	\$150.00, \$165.00, \$190.00, \$220.00
<b>Survey Field Crews</b>	
Fully Equipped 1, 2, 3, 4 Person Crews	\$145.00, \$175.00, \$220.00, \$265.00
With Laser Scanner 1, 2 Person	\$195.00, \$225.00
<b>Administration</b>	
Admin Professional I,II,III,IV,V	\$70.00, \$90.00, \$115.00, \$145.00
Non-Labor Direct Costs	Cost + 15%

\*\* Company Confidential and Proprietary

## BUSINESS PURCHASE AGREEMENT

THIS BUSINESS PURCHASE AGREEMENT is entered into this the \_\_\_\_ day of November 2022, by and between ESAD ENTERPRISES, INC., a Florida for profit corporation, whose address is 509 4<sup>th</sup> Street, Port St. Joe, Florida 32456, hereinafter referred to as the "Seller" and the City of Port St. Joe, a Florida Municipal Corporation, whose address is 305 Cecil G. Costin Blvd., Port St. Joe, Florida 32456, hereinafter referred to as the "Buyer".

WHEREAS, the Seller owns the private solid waste sewer system known as ESAD Enterprises, Inc., which currently serves the area outlined in the attached Exhibit "A" located in Gulf County, Florida, and desires to sell that system to the Buyer, and

WHEREAS, the Buyer wishes to purchase the ESAD Enterprises, Inc. private solid waste sewer system from the Seller under the terms, conditions, and contingencies set forth below, and

NOW THEREFORE, for valuable consideration the value and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

### 1. ASSETS TO BE PURCHASED:

The Seller agrees to sell and the Buyer agrees to purchase the Business Known as ESAD Enterprises, Inc., which includes the assets attached hereto as Exhibit "B". The Assets do not include the wastewater treatment facility or the real property in which it is located owned by the Seller.

### 2. PURCHASE PRICE:

The purchase price for this transaction is the amount of \$900,000.00 (Nine Hundred Thousand Dollars).

### 3. TIME FOR ACCEPTANCE, EFFECTIVE DATE, COMPUTATION OF TIME:

Unless this offer is signed by Seller and Buyer and an executed copy delivered to all parties on or before November 15, 2022, this offer will be withdrawn. The "Effective Date" of the Agreement/Contract is the date on which the last one of the Seller and Buyer has signed and delivered the executed Agreement/Contract to the other party. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (EST) of the next business day. Time is of the essence in this Agreement/Contract.

### 4. CONTINGENCIES:

This Agreement/Contract is Contingent upon the following which must occur prior to or at the time of the closing of the Transaction or this Agreement/Contract will become null and void:

A. That Gulf County, Florida will, perform all obligations it is required to perform, which are contained in the document entitled "Memorandum of Understanding and Agreement Regarding Gulf County Support and assistance to the City of Port St. Joe in Expansion of Public Solid Waste System". A copy of said MOU/Agreement is attached hereto and incorporated herein as Exhibit "C".

B. The Seller agrees to give the Buyer's engineer and City staff unlimited and complete access to ESAD Enterprises, Inc.'s system to perform a complete assessment of the system and its needs after the execution of this Agreement/Contract and during the time prior to closing of this transaction.

C. The Seller agrees to disclose to the Buyer within Thirty (30) days of the effective date of this Agreement/Contract all information and documentation contained in Exhibit "D".

5. CLOSING DATE AND LOCATION:

The closing of this transaction shall occur within thirty (30) days of the Buyer's determination, at its own discretion, that it is ready to take on the operation of the ESAD System or September 30, 2023, whichever occurs first. The closing location shall be at a time and place that both parties agree to.

6. TITLE:

A. There are three (3) lift stations to be conveyed. One of the lift stations shall be conveyed by an assignment of an existing easement. The second lift station shall be conveyed by special warranty deed. The third lift station is in the state or county right of way and no conveyance instrument of the real property is required. Seller will, at Seller's expense, at least 15 days prior to Closing deliver to Buyer a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by the Seller at or before Closing and upon the Buyer recording the deed on the second lift station, an owner's policy of insurance shall be issued.

B. Seller shall execute and deliver a Bill of Sale for all lift stations and equipment that are a part of the System.

C. Seller states that it has the legal capacity to convey marketable title to the real property underlying the second lift station and to assign an easement to the first lift station at Closing.

7. COSTS:

Buyer shall pay Buyer's attorney's fees and recording fees on the deed. Seller will pay Seller's attorney's fees, taxes on the deeds and recording fees for documents needed to cure any defects. If Seller is obligated to discharge any encumbrance at or prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

8. TAXES AND PRORATIONS:

Seller shall be responsible for all taxes of any kind do as of the date of closing. There shall be no proration of taxes as the City is tax exempt.

9. RECEIVABLES, CREDITS AND DEPOSITS:

Seller will be responsible for collecting all of its own receivables owed to it at the time of closing and will be responsible for paying any credits or deposits owed to any of its customers at the time of closing. Under no circumstance will Buyer be responsible for the collection of any receivable owed to Seller or the payment of any credit or deposit owed to any of Seller's customers at the time of closing.

10. AFTER CLOSING

After closing, Buyer shall have twenty (20) days to divert the wastewater from Seller's wastewater treatment plant into piping and treatment facilities of Buyer. Buyer shall hold harmless and defend Seller from any and all costs, expenses, and damages relating to the diversion of the wastewater.

11. FLORIDA PUBLIC SERVICE COMMISSION

This transfer must be approved by the Florida Public Service Commission, and if not approved this Agreement will become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date set forth below.

CITY OF PORT ST. JOE  
A Florida municipal corporation

BY: \_\_\_\_\_  
Rex Buzzett, Mayor-Commissioner

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

ATTEST:

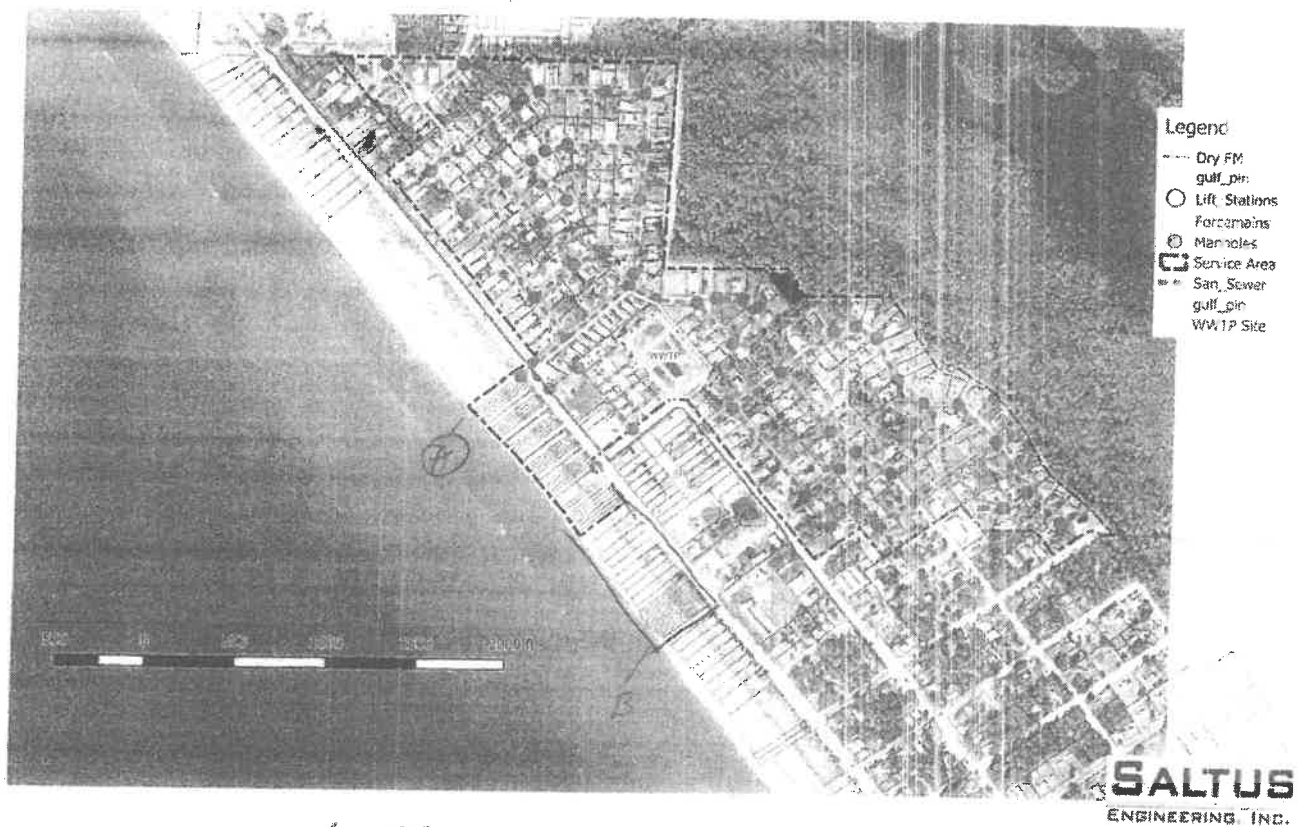
\_\_\_\_\_  
Charlotte Pierce, City Clerk

ESAD ENTERPRISES, INC.  
A Florida for profit corporation

BY: \_\_\_\_\_  
Frank J. Seifert, President/Director

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

**A**  
 Exhibit ~~2~~ **A** Beaches Utilities Sanitary Sewer Map  
 ESAD Enterprises, Inc.



① 8259 Hy 98  
 ② 8053 Hy 98

EXHIBIT B- ASSETS TO BE SOLD

1. Approximately 18,790 Lineal Feet of gravity sewer lines.
2. 54 manholes
3. 12 lamp holes
4. Approximately 600 Lineal Feet of low-pressure sewer lines
5. 3 lift stations and the real property or easements on which they are located.
6. Approximately 1,560 Lineal Feet of force main lines.

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**  
**REGARDING GULF COUNTY SUPPORT AND ASSISTANCE TO**  
**CITY OF PORT ST. JOE IN EXPANSION OF PUBLIC SOLID WASTE SYSTEM**

October 25, 2022

This Memorandum of Understanding and Agreement is to establish a structure, agreement and process for support and assistance for the expansion of the City of Port St. Joe public solid waste system by acquiring the private solid waste system known as ESAD Enterprises, Inc., "ESAD" and extending its services to the Gulf County line terminating at CR 386 bordering with Bay County, Florida and is entered into by and between the CITY OF PORT ST. JOE, a Florida municipal corporation ("City"), having an address of 305 Cecil G. Costin Sr. Blvd, Port St. Joe, FL 32456, and GULF COUNTY, duly organized under the laws of the State of Florida ("County"), having an address of 1000 Cecil G. Costin, Sr. Blvd, Port St. Joe, Florida 32456.

WHEREAS, the County and City each own real property or other physical assets in or around the areas of Gulf County, Florida (the "Region") and have mutual interests in exploring opportunities and securing additional public health and safety for its residents and continually improving the quality of life for its citizens and visitors which include to promote economic development and public health and safety through possible expansion and further development of existing public utilities including but not limited to the City of Port St. Joe solid waste system and customer accessibility within the Region; and

WHEREAS, the County is supportive of the City to acquire the private solid waste system currently owned by ESAD; and

WHEREAS, the City desires to acquire ESAD contingent upon the County's obligations contained in this Agreement; and

WHEREAS, the County and City understand the potential benefit of working collaboratively to explore and secure the available assets and provide the County's professional experience in order to maximize the economic development opportunities and increased public health and safety in the Region with the City's expansion of its existing solid waste system; and

WHEREAS, the County has previously entered into a similar agreements and cooperative efforts with the City and, believes that supplementing those other current efforts will assist in the goal of maximizing the public health and safety and further economic development opportunities within the Region; and

WHEREAS, the Gulf County Board of County Commission ("Commission") seeks to continue its long history of support and assistance for the development of the Region through its cooperative efforts of public investment through the City of Port St. Joe for the future growth and promotion of an expansion of the solid waste system, and

WHEREAS, the City Commission recognizes the continuing emergence of the County through its efforts in promotion, marketing and development that serve as the primary catalyst to the future enhanced quality of life, public health and safety and thereby increased business and job growth in the City and Gulf County, and

EX: C



WHEREAS, the County and City have both met in open public meetings duly noticed during which an affirmative vote was taken to authorize the designated elected officials stated herein to execute this Memorandum of Understanding on behalf of both the County and City, and

WHEREAS, the Commission recognizes the unique and abundant opportunities that will be created for this and future generations from the success that is accomplished in collaboration and cooperation with the City in expanding the current solid waste system and taking both private systems and septic systems off line within the Region.

NOW, THEREFORE, in consideration of the foregoing promises and mutual understandings of the parties, the County and City agree as follows:

1. The County hereby agrees that this Agreement is contingent upon the City's Agreement with ESAD Enterprises, Inc., for the purchase of its solid waste sewer system and if that Agreement should terminate so would this Agreement. The County further agrees that this Agreement is also contingent upon the County conveying the necessary perpetual easements for solid waste service access for Beacon Hill area (also known as Integras) as for the City to own and operate the Beacon Hill area sewer system.
2. County support County agrees herein to provide
  - a. Funding support that includes the financial commitment of \$750,000.00 (seven hundred and fifty thousand dollars), which represents (1) \$500,000.00 (five hundred thousand dollars) exclusively toward the acquisition and purchase of the private system known as ESAD; and (2) up to \$250,000.00 (two hundred and fifty thousand dollars) towards improvements and upgrades and repairs to the existing system. The \$500,000.00 consideration from the County will be provided on the closing of the City's purchase of the ESAD system and that the City's purchase of the ESAD system is contingent upon the County providing the \$500,000.00 commitment towards the City's purchase of ESAD. The County will provide the City with the funding of up to \$250,000.00 for improvements upon the City and ESAD concluding the purchase agreement between them for the City's purchase of the ESAD system. The County agrees that the City's agreement to purchase the ESAD system is contingent upon this agreed upon funding for upgrades and repairs of the proposed City system and expansion after its acquisition of the subject system.
  - b. The County agrees to execute and convey those necessary perpetual easements for expansion and extension of the current City of Port St. Joe solid waste treatment lines across County property to access the necessary lift station required for the City to expand its solid waste service area to the Bay County line. These perpetual easements shall be conveyed immediately upon the City's conclusion and closing of its Agreement and purchase from ESAD. The identified parcel required from the County to convey is attached as Exhibit "A" and said easements with final legal descriptions shall be prepared and delivered by Gulf County.
  - c. The County agrees to this pledge and funding support conditioned on the City of Port St. Joe executing a purchase agreement on or before November 30, 2022 with ESAD and thereafter purchase and acquisition of the system on or before September 30, 2023.
3. Notice Any notice required or permitted to be given hereunder shall be in writing. Notice shall be effective upon delivery by electronic transmission, mail, facsimile, express courier, or other appropriate means to the following addresses of the parties hereto:

To City of Port St. Joe: Jim Anderson, City Manager  
City of Port St. Joe  
305 Cecil G. Costin, Sr. Blvd.  
Port St. Joe, Florida 32456  
Email: [janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)

With a copy to: Clinton T. McCahill  
817 Marvin Avenue  
Port St. Joe, Florida 32456  
Email: [mccahilllaw@fairpoint.net](mailto:mccahilllaw@fairpoint.net)

To County: Gulf County Board of County Commission  
c/o County Administrator Michael Hammond  
1000 Cecil G. Costin, Sr. Blvd  
Port St. Joe, FL 32456  
Email: [mhammond@gulfcounty-fl.gov](mailto:mhammond@gulfcounty-fl.gov)

With a copy to: Jeremy T.M. Novak, Esq.  
402 Reid Avenue  
Port St. Joe, Florida 32456  
Email: [jnovak@gulfcounty-fl.gov](mailto:jnovak@gulfcounty-fl.gov)

4. Amendments. This Agreement shall not be changed, modified, terminated or discharged in whole or in part except by an instrument in writing signed by both parties hereto, or their respective permitted successors or assigns, or as otherwise provided herein.

5. Limited Purpose Entry into this Agreement between the parties shall not result in any commitment or obligation on the part of either party to enter into any future transaction or business relationship other than as set forth in a written agreement signed by authorized officers of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DATED this \_\_\_\_ day of October, 2022.

**CITY OF PORT ST. JOE**  
a Florida municipal corporation

ATTEST:

By: \_\_\_\_\_  
Rex Buzzett, Mayor-Commissioner

\_\_\_\_\_  
Charlotte Pierce, Clerk

\_\_\_\_\_  
Clinton T. McCahill  
FL BAR NO. 73482  
260 Marina Dr. Ste A  
Port St. Joe, Florida 32456  
ATTORNEY FOR CITY OF PORT ST. JOE

**GULF COUNTY, FLORIDA**

ATTEST:

\_\_\_\_\_  
Rebecca L. Norris, Clerk  
Gulf County, Florida

By: \_\_\_\_\_  
Sandy Quinn, Chairman

\_\_\_\_\_  
Jeremy T.M. Novak  
FL BAR NO. 44698  
Novak Law Group, PLLC  
402 Reid Avenue  
Port City of St. Joe, FL 32456  
ATTORNEY FOR GULF COUNTY

**EXHIBIT D- ALL INFORMATION AND DOCUMENTS FROM ESAD**

1. Copies of all Easements pertaining to the gravity, low pressure and force main piping.
2. Copies of all deeds, easements and surveys for the lift station sites.
3. As-builts for the infrastructure and lift stations.
4. Customer/lot list for the system, list shall indicate prepaid taps with addresses, active and inactive accounts.

AGREEMENT  
CLIFFORD C. SIMS MEMORIAL PARK ENHANCEMENT

THIS ("Agreement") is made and entered into by and between, THE ST. JOE COMPANY, a Florida corporation ("St. Joe") and THE CITY OF PORT ST. JOE, a municipal corporation (the "City") regarding the enhancement, improvement and maintenance of the City's real property known as the Clifford C. Sims Memorial Park located on Jetty Park Drive.

RECITALS:

WHEREAS, St. Joe owns that certain real property identified as Parcel Number 04594-015R by the Gulf County Property Appraiser (the St. Joe Parcel);

WHEREAS, St. Joe's subsidiary, Port St. Joe Marina, LLC, owns that certain real property identified as Parcel Number 04594-012R by the Gulf County Property Appraiser and adjacent submerged lands and marina basin (the Marina Parcel);

WHEREAS, the City owns that certain real property identified as Parcel Number 04594-010R by the Gulf County Property Appraiser, consisting of 3.23 +/- acres known as Clifford C. Memorial Park (the Clifford C. Sims Memorial Park Parcel);

WHEREAS, the St. Joe Parcel, Marina Parcel and Clifford C. Sims Memorial Park Parcel are each depicted on the attached Exhibit A.

WHEREAS, St. Joe and the City previously entered into a License Agreement whereby St. Joe permitted the City to moor and/or dock vessels from the Clifford C. Sims Memorial Park Parcel in the marina basin (hereinafter the "License Agreement");

WHEREAS, the License Agreement has expired and has not been extended;

WHEREAS, St. Joe and Port St. Joe Marina, LLC plan to operate a marina from the St. Joe Parcel and Marina Parcel and marina basin and desire that

the City continue its reasonable efforts to improve, enhance and maintain the Clifford C. Sims Memorial Park Parcel; and

WHEREAS, St. Joe agrees to contribute and donate to the City annually for a period of five (5) years to contribute to the improvement, enhancement and maintenance of the Clifford C. Sims Memorial Park Parcel provided that the City complies with the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the benefits to be derived from mutual promises, covenants, and contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is acknowledged, the parties to this Agreement undertake, promise and agree as follows.

#### ARTICLE I. RECITALS.

The foregoing recital are true and correct.

#### ARTICLE II. CONTRIBUTION.

2.1 Contribution. On or before December 31, 2022 and continuing annually on or before December 31, 2023, December 31, 2024, December 31, 2025, and December 31, 2026 (the "Term"), St. Joe shall donate and contribute to the City the amount of FIVE THOUSAND and No/100 Dollars (\$5,000.00) (the "Annual Contribution") to be used by the City, exclusively for the improvement, enhancement, and/or maintenance of the Clifford C. Sims Memorial Park Parcel.

2.2 Restriction on Expenditure of Contribution. The City shall use the Annual Contribution to offset its actual costs associated with the improvement, enhancement and maintenance of the Clifford C. Sims Memorial Park Parcel and for no other purpose.

2.3 Restriction on Docking/Mooring of Vessels. The City shall not dock or moor any vessel in the marina basin and shall reasonably cooperate with St. Joe to prevent third parties from docking or mooring of any vessel from

the Clifford C. Sims Memorial Park in the marina basin without St. Joe's prior written consent.

2.4 In the event that the City fails comply with the restriction contained in Section 2.2 and 2.3 above, St. Joe may, by written notice to the City, terminate this Agreement whereby the City's right to any future contributions contemplated during the remaining Term of this Agreement shall be deemed forfeited and waived.

### ARTICLE III. MISCELLANEOUS.

3.1 This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought. Nothing herein shall be deemed to modify the Agreement.

3.2 Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

3.3 If any provision of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

3.4 This Agreement shall be interpreted and construed under the laws of Florida and venue shall be in Gulf County.

3.5 Notices. Any notices given by any party under this Agreement shall be deemed effectively provided when placed in the United States Mail, Certified Return Receipt Requested, or placed in the hands of an overnight service, e.g., Federal Express, Airborne Express to the parties at the addresses provided below ("Notice").

As to St. Joe: Patrick Murphy  
The St. Joe Company  
130 Richard Jackson Boulevard, Suite 200  
Panama City Beach, FL 32407

With copy to: Lisa Walters, General Counsel  
The St. Joe Company  
130 Richard Jackson Boulevard, Suite 200  
Panama City Beach, FL 32407

As to City: City of Port St. Joe  
Jim Anderson, City Manager  
305 Cecil G. Costin Sr. Blvd  
Port St. Joe, FL 32456

With copy to: \_\_\_\_\_

3.6 Effective Date. The Effective Date of this Agreement shall be the date last signed by St. Joe or the City.



THE ST. JOE COMPANY

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

Name: Patrick Murphy

Its: Senior Vice President

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

CITY OF PORT ST. JOE

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

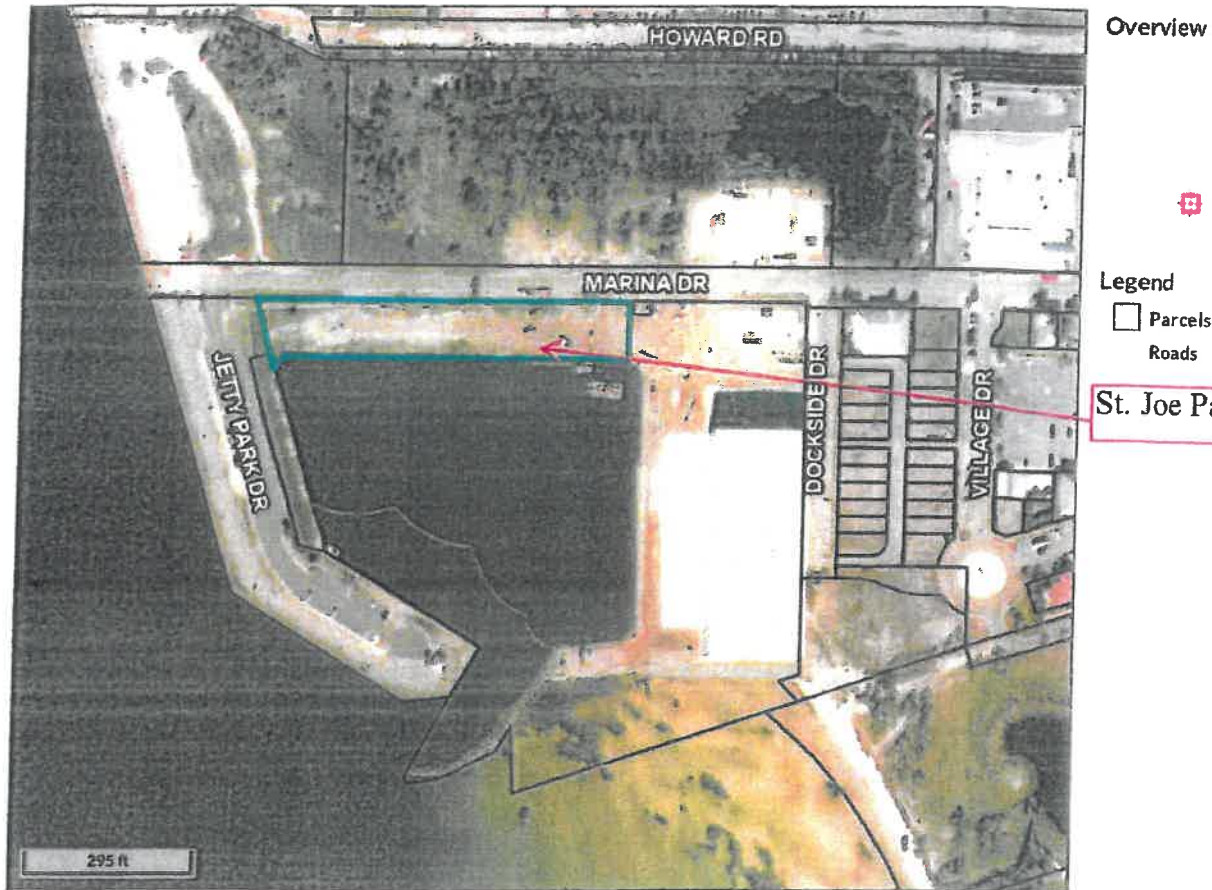
Name: Jim Anderson

Its: City Manager

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

EXHIBIT A

Public.net Gulf County, FL



Overview

Legend

- Parcels
- Roads

St. Joe Parcel

Parcel ID 04594-015R  
Sec/Twp/Rng 2-85-11W  
Property Address 406 MARINA DR  
PORT ST JOE

Alternate ID 04594015R  
Class P.U.D. W/TAPS  
Acreage 1.458

Owner Address THE ST JOE COMPANY  
ATTN: TAX DEPARTMENT  
130 RICHARD JACKSON BLVD  
SUITE 200  
PANAMA CITY BEACH, FL 32407

District 5  
Brief Tax Description S 2 T 8 R 11 1.458 AC M/L  
(Note: Not to be used on legal documents)

Date created: 10/14/2022  
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by Schneider  
GEOSPATIAL



Overview



Legend

-  Parcels
-  Roads

MARINA PARCEL

Parcel ID 04594-012R  
 Sec/Twp/Rng 2-85-11W  
 Property Address 340 MARINA DR  
 PORT ST JOE

Alternate ID 04594012R  
 Class P.U.D. W/MARINA  
 Acreage 13.264

Owner Address PORT ST JOE MARINA LLC  
 ST JOE COMPANY  
 133 SOUTH WATERSOUND PKWY  
 WATERSOUND, FL 32461

District 5  
 Brief Tax Description S 2 T8S R11W 13.26 AC M/L

(Note: Not to be used on legal documents)

Date created: 10/14/2022

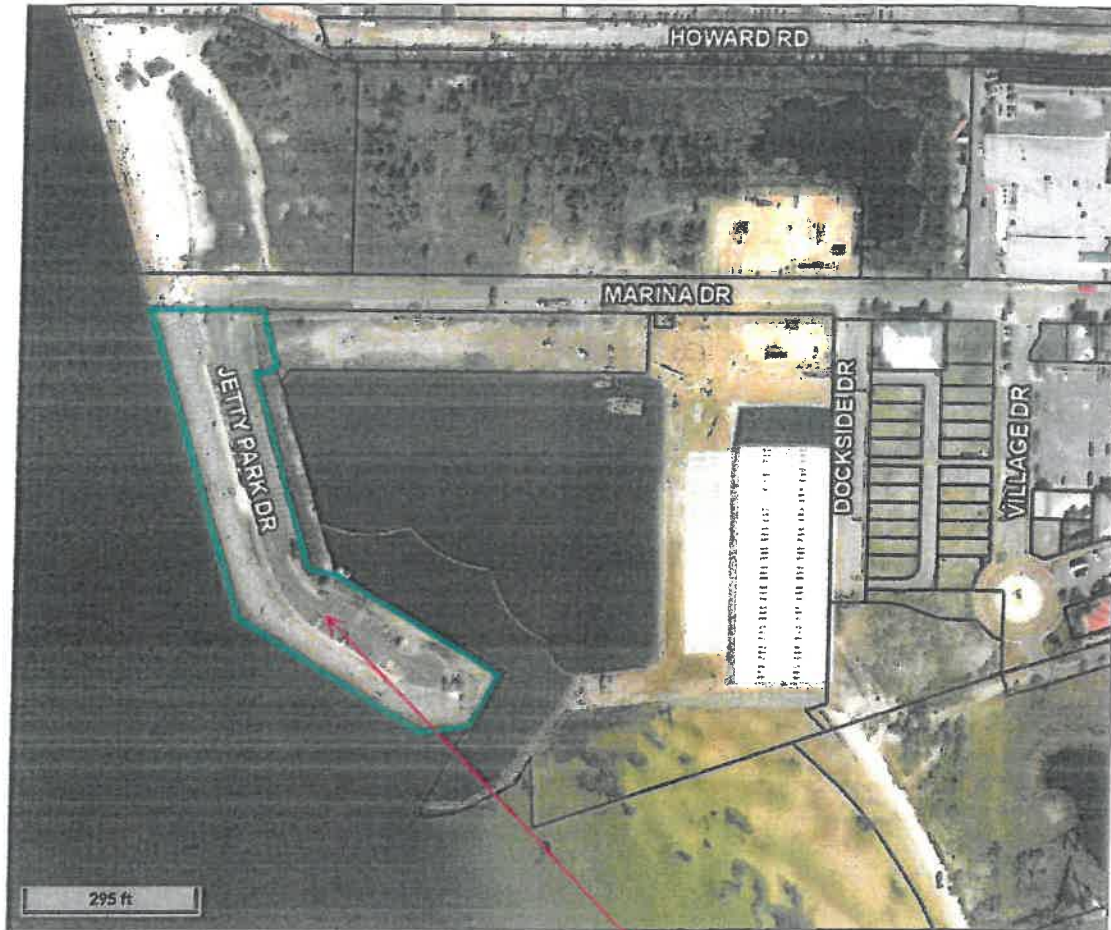
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by  Schneider  
 GEOSPATIAL



EXHIBIT A

qPublic.net<sup>TM</sup> Gulf County, FL



Overview



Legend

- ☐ Parcels
- ☐ Roads

Parcel ID 04594-010R  
Sec/Twp/Rng 2-8S-11W  
Property Address MARINA DRIVE  
PORTST JOE

Alternate ID 04594010R  
Class MUNICIPAL (VAC)  
Acreage 3.23

Owner Address CITY OF PORT ST JOE  
PO BOX 278  
PORT ST JOE, FL 32457-0278

District 5  
Brief Tax Description S 2 T 8 R 11 3.232 AC M/L

(Note: Not to be used on legal documents)

CLIFFORD C. SIMS MEMORIAL PARK  
PARCEL

Date created: 10/14/2022  
Last Data Uploaded: 10/14/2022 4:11:29 AM

Developed by  Schneider  
GEOSPATIAL

## Current City Projects 11/15/22

- 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- Under Construction.
- Centennial Bldg. Rehab- Bids to be opened on 8/12/22, received one high bid.
- Lighthouse Complex Rehab- Bids to be opened on 8/12/22. No Bids received. The Project has been re-bid.
- Core Park Stage, Splash Pad, & Restroom- Was not Approved
- Sewer Rehab. CDBG-DR- Grant Funding Approved 5/21, Grant Agreement Received, working on Task Orders.
- City Hall Complex- Working on USDA Grant/Loan Docs. Currently on hold.
- Community Garden- Lease Agreement signed
- First Street Paving from First Street to Hwy 71 SCOP- Under Construction.
- Long Ave Water/Sewer- Under Construction
- Long Ave. Paving- 11/1/22 Agenda
- Ave. C, D, & Dr. Joe Parking Lot Paving- 11/1/22 Agenda
- Haven Road & Sea Grass Circle Sewer- Under Construction on Haven Road
- New Boat Ramp Access Road- Tabled
- Beacon Hill Sewer- Task order signed for design by Dewberry 2/22, Working on an interlocal agreement for the Lift Station location & ESAD Sewer Purchase. FDEP Permit for the Lift Station is approved
- Exercise Equipment shelters at the Washington Gym & Dooder Park- scheduling work with Tool Time
- Skate Park- Working with the School on the location
- Washington Gym Roof Flashing & Workforce Bldg. Roof Coating- Working on Quotes
- Ditch Cleaning – On going

- Shade cover at Washington Gym Playground- Donated by the Jr. Service League, Construction is scheduled.



P. 850.215.1285 F. 850.215.1286  
450 Magnolia Avenue  
Panama City, Florida 32401

**October 4, 2022**

**Mr. Jim Anderson  
City Manager  
City of Port St. Joe  
City Hall  
Post Office Box 278  
Port St. Joe, Florida 32457**

**Sent via email to: [janderson@psj.fl.gov](mailto:janderson@psj.fl.gov)**

**RE: Wastewater System Evaluation  
Professional Scope of Services  
Anchor Project No. 1680.003**

Dear Mr. Anderson:

The City of Port St. Joe (City) has requested professional services from Anchor Consulting Engineering and Inspection, Inc. (Anchor) to provide an evaluation of the wastewater system to include ESAD Lift Stations No. 1 and No. 2 in Gulf County, at the intersection of Gulf Aire Drive and U.S. Highway 98 and also the corner of Americus Avenue and Sea Shores Drive.

In addition, Anchor will provide an evaluation of a portion of the 10-inch forcemain that begins at the curve on Beacon Hill Park Road, which then intersects and runs east along U.S. Highway 98, until it turns north on Sea Shores Drive, then turns east on Americus Avenue, where the forcemain will run east along Americus Avenue and end at the Lift Station located between Atlantic St and Bay St.

## **WASTEWATER SYSTEM EVALUATION SCOPE OF SERVICES**

### **Task A. Data Collection, Site Visit, and Preliminary Analysis**

Anchor will provide the following preliminary services:

- Schedule and attend meeting with the City staff to discuss expectations and requirements for the evaluation and project.
- Collect City-data related to existing lift stations, wastewater system data, forcemain plans, etc.
- Conduct on-site inspections to obtain information of the wastewater system.
- Utilize GIS to estimate the number of houses, businesses etc. contributing to each basin.

**Task B. Wastewater System Testing, Analysis, and Conceptual Design**

As part of this task, the existing lift stations will be monitored to determine approximate flows. This information in addition to the data collected in Task A will be analyzed and evaluated. Together along with any other data such as water billing, if available, will be used to determine the approximate pump and wetwell sizing.

Anchor staff in conjunction with City staff will formulate a forcemain testing plan and together this plan will be executed to determine the viability and deficiencies of the existing 10-inch forcemain (limits of which are described herein).

A conceptual plan for connecting the existing lift stations to the existing forcemain as well as a conceptual site plan for each lift station will be drafted to show the anticipated improvements to the lift station sites and any repairs or upgrades to the existing 10-inch forcemain. From this conceptual plan, Anchor will coordinate with local suppliers, contractors, and other local municipalities to estimate the costs of these improvements.

**Task C. Wastewater System Evaluation Report**

Anchor will analyze data obtained from the previous tasks and prepare a wastewater system evaluation report, to include an evaluation of the capacity and condition of the existing wastewater pump stations and forcemain. The report will include construction cost estimates of those improvements, implementation and compliance considerations including permitting that would be needed. Maps, exhibits and any other information deemed necessary by the City and Anchor in order to demonstrate the condition of the existing infrastructure and the proposed remedy and costs associated with them will be included.

**PROFESSIONAL SERVICES FEE/COMPENSATION**

Anchor will complete the above-referenced services for a not-to-exceed fee of **\$23,640.00**.

<b>Task A. Data Collection, Site Visit, and Preliminary Analysis</b>	<b>\$6,215.00</b>
<b>Task B. Wastewater System Testing, Analysis, and Conceptual Design</b>	<b>\$15,325.00</b>
<b>Task C. Wastewater System Evaluation Report</b>	<b>\$2,100.00</b>
<b>Total</b>	<b>\$23,640.00</b>

**EXCLUSIONS**

**The following tasks are not included in this proposal:**

- Any services other than those services specifically listed above.
- Wastewater System Design (Concept Design Only)
- Evaluation of the existing collection system
- Inflow and infiltration Analysis
- Roadway Design Services
- Civil Stormwater Design Services
- Surveying Services
- Geotechnical Services
- Environmental Services
- Permitting Application Fees, if any (application, permit, service, etc.)



To execute this proposal, please sign the attached Task Order and Notice to Proceed (Attachment A).

**Anchor Consulting Engineering and Inspection, Inc.**



**Elizabeth S. Moore, P.E.**  
**President**

**EM/mor**

Attachments

**COPY:** Ms. Brittany Trumbull, P.E., Vice President, Anchor ([btrumbull@anchorcei.com](mailto:btrumbull@anchorcei.com))  
Ms. Mandy O'Regan, Planning Tech, Anchor ([moregan@anchorcei.com](mailto:moregan@anchorcei.com))

**ATTACHMENT A**

**COMBINED TASK ORDER  
AND NOTICE TO PROCEED**

**TASK ORDER NO. 1680.003**

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Reference is made to that certain **AGREEMENT FOR PROFESSIONAL SERVICES** between the **CITY OF PORT ST. JOE** and **ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC.** (Consultant) dated **JULY 25, 2022** (the "Agreement"), the terms, conditions and definitions of which are incorporated herein as if set forth in full.

Pursuant to the Agreement, Consultant agrees to perform the specific tasks set forth upon incorporated proposal letter dated **October 4, 2022** relating to the **Wastewater System Evaluation** project.

Consultant's total compensation shall be a not-to-exceed amount of **\$23,640.00**.

Work shall begin immediately upon signed Task Order.

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 Consultant and the City of Port St. Joe, Consultant is directed to proceed.

Parties have caused these presents to be executed in their names on the date shown.

**ANCHOR CONSULTING ENGINEERING AND INSPECTION, INC.**



10.04.2022

Elizabeth S. Moore, P.E.  
President

Date

**CITY OF PORT ST. JOE**

Jim Anderson  
City Manager

Date

## Grants Updated- 11/15/22

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 Equipt. & 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 out for Bids to be opened on 8/12/22
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. Bids to be opened on 8/12/22.
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. 50% disbursement received.
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 <sup>th</sup> 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.
FDEP	\$145,000	Wastewater Treatment Plant Feasibility Study, submitted 8/22.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year.
Legislative Request Rep. Shoaf	\$500,000 \$2,000,000	Core Park Stage Field of Dreams, both submitted on 7/8/22
NOAA	\$280,000	Stormwater Management (H&H) Study submitted on 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant submitted on 10/13/22