

**September 8, 2025  
Special Meeting  
5:01 P.M.**

**City Commission Chambers  
2775 Garrison Avenue  
Port St. Joe, Florida**



## **City of Port St. Joe**

Rex Buzzett, Mayor-Commissioner  
Eric Langston, Commissioner, Group I  
Steve Kerigan, 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**

**Special Public Meeting**

**5:01 P.M.**

**September 8, 2025**

**Call to Order**

## **Consent Agenda**

### **Minutes**

- **Workshop Meeting 8/5/25**
- **Regular Meeting 8/5/25**
- **Workshop Meeting 8/12/25**

**Pages 1**

**Pages 2-7**

**Page 8**

### **City Attorney**

- **Ordinance 622 Ad Valorem Property Tax Millage Rate**
  - **Public Hearing**
  - **First Reading**

**Pages 9-12**

### **Ordinance 623 2025/2026 Budget**

- **Public Hearing**
- **First Reading**

**Pages 13-15**

### **Resolution 2025-12 City Election Results**

**Pages 16-17**

### **City Engineer**

- **Downtown Alleys Drainage Improvements- Task Order**
- **Frank Pate Boat Basin Improvements- Task Order**
- **Bay & Harbor Street Drainage-Task Order**

**Pages 18-20**

**Pages 21-23**

**Pages 24-27**

## **Old Business**

- **City Projects**
- **Williams Ave. Parking Lot Layout**

**Pages 28-29**

**Pages 30-35**

## **New Business**

- **DuPont Fund Update- Sarah Reardon**
- **Communication Tower Site Proposal**
- **Eastern Shipbuilding Drydock- Comm. Hoffman**
- **Boat Launch Permits- Mayor Buzzett**

**Pages 36-37**

### **Public Works**

- **Highway 98 Patterned Pavement Agreement**

**Pages 38**

### **Surface Water Plant**

- **Shark Tank Powervent Installation**

**Pages 39-42**

**Wastewater Plant**

- Update

**Finance Director**

- FEMA- Update
- Grants Reimbursement- Update

**Code Enforcement**

- Update

**Police Department**

- Update

**City Clerk**

- Grants- Update

**Pages 43-44**

**Citizens to be Heard**

**Discussion Items by Commissioners**

**Motion to Adjourn**

**MINUTES OF THE FY 2025 - 2026 BUDGET WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD AT 2775 GARRISON AVENUE, August 5, 2025, AT 11:00 A.M.**

The following were present: Mayor Buzzett, Commissioners Hoffman, Kerigan, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Deputy Clerk Carrie Fodge, Financial Director Mike Lacour, Police Chief Jake Richards, Public Works Director John Grantland, Surface Water Treatment Plant Manager Larry McClamma, and Wastewater Treatment Plant Manager Joe Harris were also present. Commissioner Langton joined the meeting at 11:35 A.M.

The purpose of the Workshop was to review the FY 2025 – 2026 Budget.

City Manager, Jim Anderson, reminded everyone of the 5:01 P.M. First Budget Meeting to be held, Monday, September 8, 2025.

**2025 / 2026 Budget**

The Ad Valorem Tax Rate of 3.5914 will remain the same again this year. There has been no increase in this rate for many years.

Health Insurance will have an increase of 4.7%, over last year, there is no increase in the Vision Premium, and Dental Insurance is being shopped because of the large increase in premium.

The Employee salary COLA was discussed.

The next Budget Workshop will be Tuesday, August 12, 2025, an Noon.

**Citizens to be Heard**

No one from the Public addressed the Commission.

**Discussion Items by Commissioners**

None of the Commissioners had any additional items to discuss.

There was no additional business to come before the Commission and Mayor Buzzett adjourned the meeting at 11:50 A.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF CITY  
COMMISSIONERS FOR THE CITY OF PORT ST. JOE, FLORIDA, HELD AT  
2775 GARRISON AVENUE, August 5, 2025, at Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman, Kerigan, Langston, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present.

**CONSENT AGENDA**

Mr. Novak retained the services of a court reporter for the meeting.

**Minutes**

A Motion was made by Commissioner Lowry, second by Commissioner Kerrigan, to approve the Minutes of the Regular Meeting of July 15, 2025. All in favor; Motion carried 5-0.

**City Engineer – Josh Baxley**

In the absence of Mr. Baxley, Mr. Anderson shared that 3 residents had offered to provide easements for the alley behind Bay Street. Dewberry is currently completing their survey of the property and working on a Task Order for the project.

Dewberry is also preparing a Site Plan for the Core Park Restrooms Grant that is due in 30 days to receive the grant.

**City Attorney**

*Resolution 2025-11 Core Park Restroom Grant*

A Motion was made by Commissioner Kerigan, second by Commissioner Lowry, to adopt Resolution 2025-11 authorizing Mayor Buzzett or City Manager Jim Anderson to enter into a contract agreement for the Core Park Restrooms Grant Agreement. All in favor; Motion carried 5-0.

*Ordinance 618 H & K Holdings: Voluntary Annexation Request; Public Hearing, Second Reading and Adoption*

Attorney McCahill stated that this is a Quasi-judicial meeting and asked each Commissioner if they had entered into any discussion with the owner of the property about the annexation. Each Commissioner responded that they had not had any discussions with the owner of the property.

The Public Hearing for Ordinance 618 was opened.

Ray Greer and Kaye Haddock were sworn in by the court reporter.

Mr. Greer stated that the 2.5 Acres is a Voluntary Annexation, it is an enclave that is surrounded by City property. F.S. 163 encourages doing away with enclaves, the City has utilities running adjacent to the site, and it fits F.S. 171. Mr. Greer stated his qualifications and stated that the annexation of the subject property would be contiguous, compact and would not create an enclave. He stated that this annexation met all requirements of F.S. 171.

Mr. Novak requested that he be allowed to ask his questions at the end of the discussion.

Kaye Haddock shared that she is the property owner, there is a huge need for Workforce Housing here, and intends to put Workforce Housing on the property. She owns businesses in the City and noted the hardships that her workers are having with housing.

Attorney McCahill asked each of the following individuals before they spoke if they were any party in this matter and each responded they were not.

Robert Branch, Christy McElroy, and Charles Gathers shared their thoughts on this issue.

Ethan Way passed out a letter from the County that was read by Mr. Novak. Attached to the County's letter was a letter from Joey D'Isernia CEO of Eastern Ship Building expressing significant concerns regarding the rezoning of the H & K Holdings Property which was also read by Mr. Novak.

Mr. Novak referenced workshops, interlocal agreements, stressed going to court was expensive, and offered his opinion on what he feels the City has not complied with.

Mr. Novak had several questions for Ray Greer who provided a handout from the County's website Showing the 2.5 acres as Residential.

Mayor Buzzett pointed out that in the Interlocal Agreement with the County, they would not encroach on the City's Utility Service Area and shared that today the County is running pipe in the City Service Area. The County will oppose any annexations, supports an unneeded airport, and is pushing a dry dock no one knows about.

Commissioner Hoffman shared that Eastern Ship Building workers are creating traffic issues, noted the floating dry dock will require massive dredging, that St. Joe Bay is one of the most pristine bays in Florida, and many people will want to protect St. Joe Bay.

Mr. Anderson noted for the Record that the letter from Joey D'Isernia had not been received by the City nor seen until provided by Mr. Novak.

Christy McElroy shared her thoughts on how employees of Eastern Shipbuilding are endangering pedestrians in the Piggly Wiggly Shopping Center when cutting through there leaving work, the company's intermittent contracts, and that no one from the company was at today's meeting.

The Public Hearing for Ordinance 618 was closed by Mayor Buzzett.

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to approve the Annexation request, have the Second Reading, and adoption of Ordinance 618.

Voting in favor of the Motion were Commissioners Hoffman, Kerigan, Langston, and Mayor Buzzett. Voting against was Commissioner Lowry. Motion passed 4-1.

Attorney McCahill read Ordinance 618 by Title only.

*Ordinance 619 H & K Holdings; Small Scale and Rezoning Request; Public Hearing, Second Reading and Adoption*

Ray Greer shared that H & K Holdings has requested to change their property to residential. He noted that the County Comp Plan shows the area as Residential and is a plated subdivision. H & K will need to provide a buffer.

Mayor Buzzett stated that we are in the Public Hearing for Ordinance 619. No one from the Public spoke.

Mr. Novak asked if this was a Quasi-judicial meeting.

Attorney McCahill asked each Commissioner if they had spoken with the party or anyone regarding this request and each Commissioner responded that they had not.

Mr. Novak shared that he had attended the previous PDRB Meeting where Ordinance 619 was read, the County opposes the Resolution and stated that if Conflict Assessment is unsuccessful, this issue will be going to court.

No one from the Public had any additional comments on this issue.

Commissioner Kerigan noted that according to the map, you enter this site off Industrial Road, and it is not in the middle of an Industrial Site.

A Motion was made by Commissioner Hoffman, second by Commissioner Kerigan, to approve the Annexation request, have the Second Reading and adoption of Ordinance 619.

Voting in favor of the Motion were Commissioners Hoffman, Kerigan, Langston, and Mayor Buzzett. Voting against was Commissioner Lowry. Motion passed 4-1.

Attorney McCahill read Ordinance 619 by Title only.

*Ordinance 620 Gulf Coast State College: Rezoning Request; Public Hearing, Second Reading and Adoption*

The Public Hearing for Ordinance 620 was opened.

A Motion was made by Commissioner Langston, second by Commissioner Lowry, to approve the Annexation request, have the Second Reading, and adoption of Ordinance 620.

Mayor Buzzett asked if anyone wished to speak on Ordinance 620.

Alex Schroth, Northstar Engineering Services, who was representing the College, stated nothing had changed since the previous meeting concerning the Rezoning Request.

All in favor; Motion carried 5-0.

The court reporter left the meeting.

## **Old Business**

### *City Projects*

Mr. Anderson referenced Pages 66 and 67. Mr. Grantland noted that the Lift Station HMGP Grant is struggling, but they are working on it.

## **New Business**

### *Duren Property Proposal*

Mr. Anderson shared that the appraisal came in at \$1.33 Million for the property.

### *Williams Avenue Property*

Mr. Anderson received a verbal Appraised Value of \$525,000 for the property. Approximately 25-26 parking spaces would be available on the property.

A Motion was made by Commissioner Kerigan, second by Commissioner Hoffman, to offer \$500,00 for the property pending an approved appraisal and a survey being provided. All in favor; Motion carried 5-0.

### *City Commission Building Roof*

A Motion was made by Commissioner Lowry, second by Commissioner Langston, to receive bids for a membrane roof for the Commission Building Roof. All in favor; Motion carried 5-0.

### *Donation Policy*

Mayor Buzzett asked that Commissioners study and tweak the document and discuss it at the next meeting.

### *August 19, 2025, Commission Meeting*

The August 19, 2025, Meeting will be the day of the City Primary Election. A Motion was made by Commissioner Langston, second by Commissioner Lowry, to cancel the Meeting on that date. All in favor; Motion carried 5-0.

The next Budget Hearing will be Tuesday, August 12, 2025, at Noon.

A Motion was made by Commissioner Lowry, second by Commissioner Kerigan, to reschedule September 2, 2025, Meeting to immediately following the Tentative Budget Hearing to be held on Monday, September 8, 2025, at 5:01 P.M. All in favor: Motion carried 5-0.

The Final Budget Hearing is scheduled for Monday, September 22, 2025, at 5:01 P.M.

### **Public Works – John Grantland**

#### *Bent Tree Road Sewer Project*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approve the project at a cost of approximately \$6,200 for materials and construction pay for the employees working on the project. All in favor; Motion carried 5-0. Mr. Grantland feels that it will take a couple of weeks to complete the project.

### **Surface Water Plant – Larry McClamma**

Mr. McClamma did not have any updates for the Commission.

### **Wastewater Plant – Joe Harris**

Mr. Harris shared that the ordered filters have been delivered, and they will be installing them soon. The WWTP has recorded 5" of rain since Saturday and they still have plenty of freeboard in the lagoon.



## **Finance Director**

### *FEMA Update*

Mr. Lacour anticipates receiving payment by the end of September. The review is in Step 8 of 12.

### *Grants Reimbursement Update*

Mr. Lacour continues to work on grant reimbursements.

## **Code Enforcement**

Mr. Anderson shared that the new Code Enforcement Officer is on board and previous Code Enforcement Officer, Ty VanHeerden, is training him on the weekends.

Commissioner Hoffman requested that the dilapidated building on First Street be addressed as well as the overgrown yard on Garrison Avenue.

## **Police Department – Chief Richards**

Chief Richards did not have any updates for the Commission.

## **City Clerk – Charlotte Pierce**

### *Grants Update*

Clerk Pierce shared there had been no changes in the grants on Pages 73 – 74.

### *Ghosts on the Coast*

Ghosts of the Coast is traditionally held on October 31, 2025. There is a home football game this year on that night, and she asked when the Commissioner would like to have the event. Consensus of the Commission was to have it on Thursday night, October 30, 2025.

## **Citizens to be Heard**

Christy McElroy, Robert Branch, and Charles Gathers shared their thoughts on various topics.

## **Discussion Items by Commissioners**

*Commissioner Langston* complimented Mr. Gathers on the program he was involved with.

*Commissioner Kerigan* did not have any updates for the Commission.

*Commissioner Lowry* requested that the dates of the next meeting be provided to the Commissioners.

*Commissioner Hoffman* asked Attorney McCahill if there were any agreements between the City and Windmark HOA about enforcement of needed repairs to the Trail and Boardwalk at Windmark.

He also shared his concerns about Eastern Shipbuilding employees still cutting, unsafely, through parking lots in an attempt to get to the highway quicker.

*Mayor Buzzett* asked if anyone knows anything about the proposed Floating Dry Dock for Eastern Ship Building, the positive or negative impact it would have on the City, and how it would help the City. He noted that several years ago, a letter was written in support of it, however, the more that is learned is not encouraging. It is 150' wide and 450' long that will be extending into the bay. Mayor Buzzett stated that he is all for jobs, but this has no economic impact to the City.

### **Motion to Adjourn**

There was no additional business to come before the Commission and Mayor Buzzett adjourned the meeting at 2:20 P.M.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**MINUTES OF THE FY 2025 - 2026 BUDGET WORKSHOP FOR THE BOARD OF CITY COMMISSIONERS FOR THE CITY OF PORT ST. JOE FLORIDA, HELD AT 2775 GARRISON AVENUE, August 12, 2025, AT 12 Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman, Kerigan, and Lowry. City Manager Jim Anderson, City Clerk Charlotte Pierce, Deputy Clerk Carrie Fodge, Financial Director Mike Lacour, Police Chief Jake Richards, Surface Water Treatment Plant Manager Larry McClamma, and Wastewater Treatment Plant Manager Joe Harris were also present. Commissioner Langston was traveling for a City function.

The purpose of the Workshop was to review the FY 2025 – 2026 Budget.

City Manager, Jim Anderson, reminded everyone of the 5:01 P.M. First Budget Meeting to be held, Monday, September 8, 2025.

**2025 / 2026 Budget**

Mr. Anderson shared that he anticipates having the closing for the Williams Avenue Property in the next few weeks. The estimated cost to resurface the area will be around \$85,000. He will be emailing the conceptual drawings to the Commissioners

He reminded the Commissioners that the site plan for the Core Park Restrooms Grant has a 30-day turnaround time on it and requested the Commissioners be looking at the handout to decide the location for the restrooms.

Mayor Buzzett noted that a very nice letter and plaque has been received from Team Florida for the City's support.

Mr. Anderson and Mr. Lacour presented the revised Budget from the previous Workshop. Consensus was for a 5% raise for employees.

**Citizens to be Heard**

No one from the Public attended the Meeting.

**Discussion Items by Commissioners**

Commissioner Hoffman shared his concerns about the floating dry dock for Eastern Ship Building, the environmental impact that it would have on St. Joe Bay, its pristine waters, and our town. He requested that the Commission consider rescinding their previous letter in support of the dry dock and wants the item on the next Commission Agenda.

Mayor Buzzett also expressed his concerns it would have on the bay, town, additional traffic and the impact that it would have on the City.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**ORDINANCE NO. 622**

**AN ORDINANCE OF THE CITY OF PORT ST. JOE, FLORIDA LEVYING THE AD VALOREM PROPERTY TAX MILLAGE RATE FOR MUNICIPAL PURPOSES ON ALL TAXABLE PROPERTY WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025 AND ENDING SEPTEMBER 30, 2026, STATING THE PERCENTAGE BY WHICH THE MILLAGE LEVIED IS 4.60% MORE THAN THE ROLLED-BACK RATE; AND, PROVIDING AN EFFECTIVE DATE.**

**Whereas**, Florida law requires the City Commission of the City of Port St. Joe, Florida, to pass an ordinance or resolution levying the millage rate for Ad Valorem property taxes for municipal purposes on all taxable property within the City limits of the City of Port St. Joe, Florida, for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

**Whereas**, Florida law requires said ordinance or resolution to state the millage rate to be levied, and also to state the percentage by which the millage rate is greater, equal to or less than the rolled-back rate as computed pursuant to Florida law; and

**Whereas**, the City Commission of the City of Port St. Joe, Florida has duly considered the budgetary requirements of the City, has adopted a tentative budget for the fiscal year beginning October 1, 2025, and ending September 30, 2026, based on a millage rate of 3.5914 mills on the taxable property within the City; and has acted in accordance with the terms, provisions, and procedures contained in Section 200.065, Florida Statutes;

Now, therefore, be it enacted by the People of the City of Port St. Joe, Florida in special session assembled; that:

1. The Ad Valorem property tax millage rate for municipal purposes to be levied on the taxable property within the City limits of the City of Port St. Joe, Florida, during the fiscal year beginning October 1, 2025, and ending September 30, 2026, is hereby set at the rate of 3.5914 mills.
2. The percentage by which this millage rate to be levied is more than the rolled-back rate of 3.4237 mills (computed pursuant to Florida law) is 4.60%.
3. This ordinance shall be effective October 1, 2025.

**DULY PASSED AND ADOPTED** by the Board of City Commissioners of Port St. Joe, Florida this 22nd day of September 2025.

**THE CITY OF PORT ST. JOE**

---

Rex Buzzett, Mayor

Attest:

---

Charlotte M. Pierce, City Clerk

## ADVERTISEMENT REQUIREMENTS

### Example: Notice of Proposed Tax Increase

Use 100% of tax levies in Advertisement Below

### NOTICE OF PROPOSED TAX INCREASE

The City of Port St. Joe has tentatively adopted a measure to increase its property tax levy.

**Last year's property tax levy:**

A. Initially proposed tax levy .....	\$ 2,604,461
B. Less tax reductions due to Value Adjustment Board and other assessment changes.....	\$ 7,477.00
C. Actual property tax levy .....	\$ 2,596,984

**This year's proposed tax levy.....** \$ 2,895,062

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

September 22, 2025

5:01 P.M. EST

2775 Garrison Avenue, Commission Chambers

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Use this ad if your taxing authority's tentatively adopted millage rate is **greater than** the current year rolled-back rate

#### The notice of proposed tax increase ad will:

- Be a full 1/4 page ad.
- Have a Headline in a type no smaller than 18 point.
- Have an adjacent Budget Summary advertisement.
- NOT be published in the legal or classified section.
- Be published in a newspaper of general paid circulation in the county or in a geographically limited insert of such newspaper.
- NOT deviate from the specified language.
- NOT be accompanied, preceded, or followed by other ads or notices that conflict or contradict the required publications.
- Advertise Final Hearing within 15 days of Tentative (first) Hearing.
- Hold Final Hearing within 2 to 5 days after advertised.

Use 100% of Tax Levies in the Notice of Proposed Tax Increase

**ORDINANCE NO. 623**

**AN ORDINANCE OF THE CITY OF PORT ST. JOE,  
FLORIDA, ADOPTING THE TENTATIVE BUDGET  
FOR FISCAL YEAR 2025/2026 AS THE FINAL  
BUDGET OF THE CITY OF PORT ST. JOE, FLORIDA  
FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR  
AN EFFECTIVE DATE.**

**WHEREAS**, The Board of City Commissioners of Port St. Joe, Florida (the “Board”) has held two public hearings in accordance with 200.065, Florida Statutes, being on September 8, 2025, and September 22, 2025, and

**WHEREAS**, the Board, after due consideration, has determined to adopt the amended tentative budget for Fiscal Year 2025/2026, a summary of said final budget being attached hereto as Exhibit A and incorporated herein by reference.

**NOW, THEREFORE BE IT ENACTED** by the People of the of the City of Port St. Joe, Florida, that the tentative budget for Fiscal Year 2025/2026, a summary statement thereof said final budget being attached hereto as Exhibit A and incorporated herein by reference, is adopted as the final budget for the Fiscal Year 2025/2026.

**EFFECTIVE DATE:** The effective date of this ordinance is October 1, 2025.

**DULY PASSED AND ADOPTED** by the Board of City Commissioners of Port St. Joe, Florida this 22nd day of September 2025.

**THE CITY OF PORT ST. JOE**

---

Rex Buzzett, Mayor

ATTEST:

---

Charlotte M. Pierce, City Clerk

**CITY OF PORT ST JOE  
BUDGET SUMMARY  
FISCAL YEAR 2025-2026**

**Millage Per \$1,000**  
**General Fund 3.5914**

	GENERAL FUND	WATER FUND	SOLID WASTE FUND	WASTEWATER FUND	TOTAL ALL FUNDS
CASH BALANCES BROUGHT FORWARD	\$0	\$299,563	\$0	\$0	\$299,563

**ESTIMATED REVENUES:**

**TAXES:**

Ad Valorum Taxes	\$2,855,162				\$2,855,162
Earned Interest	\$438,933	\$2,841	\$0	\$39,442	\$481,216
Fines and Forfeitures	\$8,631				\$8,631
Franchise & Utility Taxes	\$1,317,350				\$1,317,350
Licenses and Permits	\$527,417				\$527,417
Grants/Loans/Bonds	\$6,319,250	\$2,161,794	\$0	\$8,890,000	\$17,371,044
Intragovernmental Revenue	\$883,946				\$883,946
Depreciation Funds	\$0	\$0	\$0	\$0	\$0
Misellaneous Revenues	\$123,604	\$9,000	\$37,394	\$679,700	\$849,699
Rents and Royalties	\$115,882			\$468	\$116,350
Garbage Fees			\$1,300,945		\$1,300,945
Water Department		\$4,716,546			\$4,716,546
Wastewater Treatment Services				\$5,596,479	\$5,596,479
<b>TOTAL REVENUES &amp; OTHER SOURCES</b>	<b>\$12,590,174</b>	<b>\$7,189,744</b>	<b>\$1,338,339</b>	<b>\$15,206,090</b>	<b>\$36,324,346</b>
Fund Balances/Reserves/Net Assets	\$0	\$0	0	\$0	\$0
<b>TOTAL REVENUES, TRANSFERS &amp; BALANCES</b>	<b>\$12,590,174</b>	<b>\$7,189,744</b>	<b>\$1,338,339</b>	<b>\$15,206,090</b>	<b>\$36,324,346</b>

<b><u>EXPENDITURES/EXPENSES</u></b>	GENERAL FUND	WATER FUND	SOLID WASTE FUND	WASTEWATER FUND	TOTAL ALL FUNDS
City Commission	\$95,304	\$30,613	\$7,653	\$38,267	\$171,837
Administration	\$2,684,339				\$2,684,339
City Attorney	\$20,776	\$21,000		\$21,000	\$62,776
Public Works Administration	\$41,591				\$41,591
Municipal Building	\$39,493				\$39,493
Police Department	\$1,761,492				\$1,761,492
Fire Department	\$320,759				\$320,759
Operations	\$4,307,440				\$4,307,440
Parks and Recreation	\$2,937,845				\$2,937,845
Maintenance Shop	\$195,659				\$195,659
Non-Departmental	\$185,475				\$185,475
Water Distribution		\$3,524,662			\$3,524,662
Water Plant		\$2,779,135			\$2,779,135
Water Administration		\$496,162			\$496,162
Trash Collection/Disposal			\$165,619		\$165,619
Garbage Collection/Disposal			\$1,165,067		\$1,165,067
Wastewater Treatment				\$2,585,567	\$2,585,567
Sewer Collection				\$10,979,589	\$10,979,589
WW Administration				\$982,235	\$982,235
Long-Term Debt	\$0	\$338,171		\$599,431	\$937,602
<b>TOTAL EXPENDITURES</b>	<b>\$12,590,174</b>	<b>\$7,189,744</b>	<b>\$1,338,339</b>	<b>\$15,206,090</b>	<b>\$36,324,346</b>
Fund Balances/Reserves/Net Assets	\$0				\$0
<b>TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES &amp; B.</b>	<b>\$12,590,174</b>	<b>\$7,189,744</b>	<b>\$1,338,339</b>	<b>\$15,206,090</b>	<b>\$36,324,346</b>

**THE TENTATIVE ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE  
OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD.**



Dewberry Engineers Inc. | 850.227.7200  
324 Marina Drive | 850.227.7215 fax  
Port Saint Joe, FL 32456 | [www.dewberry.com](http://www.dewberry.com)

August 20, 2025

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

RE: City of Port St. Joe - Downtown Alleys Drainage Improvements  
Professional Services

Dear Mr. Anderson:

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services for drainage improvements to alleys located in downtown Port St. Joe. It is our understanding that this project consists of the topographic survey and design for drainage improvements within the following alley right-of-ways located in Port St Joe: Monument and Reid Avenue from 1<sup>st</sup> Street to SR 71, Reid and Williams Avenues from 1<sup>st</sup> Street to City Hall parking lot and Williams and Long Avenue from 3<sup>rd</sup> Street to 4<sup>th</sup> Street.

**Exhibit A** contains a detailed Task Order with a description of the scope of services for the pre-construction design services. Dewberry proposes to provide these services for a fee of **\$29,685.00**.

If this task order is acceptable to the City, please execute and return to our Port St. Joe office. We appreciate the opportunity to provide engineering services for the City of Port St. Joe. Should you have questions or need additional information, please contact me at 850.693.2181 or at [jbaxley@dewberry.com](mailto:jbaxley@dewberry.com).

Sincerely,

A handwritten signature in black ink, appearing to read "JBaxley", written over a large, stylized circular flourish.

Josh Baxley, P.E.  
Senior Associate, Branch Manager



**EXHIBIT A**  
**PSJ ALLEYS DRAINAGE IMPROVEMENT PROJECT**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR CITY OF PORT ST JOE**  
**AUGUST 2025**

This Task Order is for the purpose of Dewberry as the ENGINEER to provide pre-construction design services for the PSJ Alleys Drainage Improvements Project for the City of Port St Joe, FL acting by and through its Commission.

**SCOPE OF SERVICES**

**A. SURVEYING**

Dewberry shall perform all office and field work required for the purpose of performing a Topographic Survey, as shown in the attached exhibit. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Right of way lines shall be surveyed and depicted throughout.
4. Benchmarks shall be set at a minimum of 500', or as needed throughout the project corridor.
5. Contours at 1-foot intervals, together with spot elevations within the right of way.
6. Location of all aboveground visible improvements and/or structures within the limits of survey.
7. Stormwater and sanitary sewer structures and pipes (i.e. inverts, size, materials) shall be surveyed and depicted throughout.
8. Buried utilities shall be located as marked in the field by the utility owner or owner's contractor prior to field survey.
9. Deliverables include:
  - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
  - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

**B. DESIGN**

1. Dewberry shall evaluate existing drainage patterns and infrastructure to determine necessary improvements.
2. Dewberry shall design the drainage improvements in accordance with approved standards.
3. Dewberry shall investigate existing failures and apply corrective measures to ensure a reasonable lifetime for the drainage improvements.
4. Dewberry shall submit a 90% plan set to the City.
5. Dewberry shall update construction plans based on 90% comments from City staff.
6. Dewberry shall prepare 100% construction plans and specifications necessary to bid the proposed project.
7. Dewberry shall prepare all bid documents.
8. Dewberry shall review bids and make recommendation for bid award.

**C. DELIVERABLES**

1. Dewberry shall provide 3 sets of a 90% review set including plans, bid documents, and a construction estimate.
2. Dewberry shall provide 3 sets of 100% plans and bid documents.

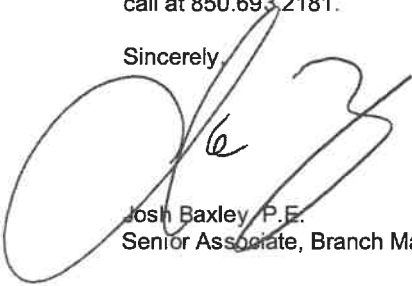
**TOTAL (TASKS A-C) \$29,685.00**

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Title searches
2. Permit Application Fees
3. Construction Administration and CEI services
4. Geotechnical Services
5. Stormwater Permitting
6. NPDES permitting
7. Environmental Permitting

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.  
Senior Associate, Branch Manager

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

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

# RESOLUTION NO. 2025-12

**BE IT RESOLVED** by the City Commission of the City of Port St. Joe, Florida:

**SECTION 1.** It is hereby ascertained, found, determined and declared that the First Primary Municipal Election held on the 19<sup>th</sup> day of August, 2025, A. D., for election of one City Commissioner of Group I was held in all matters, respects, and things in full and complete compliance with the Constitution and Laws of the State of Florida and the Charter and Ordinances of the City of Port St. Joe.

**SECTION 2.** It is further ascertained, found, determined and declared that applicable Florida Laws presume that each candidate will vote for himself and write-in candidates are only permissible where they have qualified as such write-in candidates prior to the scheduled election and no such qualifications were received.

- (A) 632 persons actually voted in said election.
- (B) 628 persons actually voted in said election for Commissioner, Group I
- (C) Of the votes cast in Commissioner, Group I in favor of Chester Davis 119 votes, Eric Langston, 344 votes, Dorian North 165 votes; 0 over votes and 4 under votes. Therefore, Eric Langston is hereby declared elected to said office of Commissioner, Group I as he received the greater vote of the total votes cast.
- (D) Mayor Rex Buzzett and Commissioner Steve Kerigan were unopposed and Mayor Buzzett retained the seat of Mayor / Commissioner and Steve Kerigan retained the Commission, Group II seat.

The City Auditor and Clerk is hereby authorized and directed to furnish said winners a Certificate of Election as, City Commissioner I, City Commissioner Group II, and Mayor / Commissioner respectively of the City of Port St. Joe, Florida.

**INTRODUCED AND ADOPTED** this 8<sup>th</sup> day of September A.D., 2025.

**BOARD OF CITY COMMISSIONERS  
CITY OF PORT ST. JOE, FLORIDA**

**ATTEST**

\_\_\_\_\_  
Rex Buzzett, Mayor / Commissioner

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

PREC REPORT-GROUP DETAIL  
RUN DATE:08/19/25 07:07 PM

CITY OF PORT ST JOE

UNOFFICIAL RESUL  
REPORT-EL30A PAG

0001 SOE Office

REGISTERED VOTERS - TOTAL	TOTAL VOTES	%	EDAY	EV	VBM	PROV
BALLOTS CAST - TOTAL	0					0
BALLOTS CAST - BLANK	632					0
	4	.63				0

City Commission Group 1  
(VOTE FOR) 1

Chester Davis (NPA)	119	18.95	44	49	26	0
Eric Langston (NPA)	344	54.78	151	104	89	0
Dorian North (NPA)	165	26.27	110	39	16	0
Total	628		305	192	131	0
Over Votes	0		0	0	0	0
Under Votes	4		3	1	0	0



Dewberry Engineers Inc. 850.227.7200  
324 Marina Drive 850.227.7215 fax  
Port Saint Joe, FL 32456 [www.dewberry.com](http://www.dewberry.com)

August 20, 2025

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

RE: City of Port St. Joe - Downtown Alleys Drainage Improvements  
Professional Services

Dear Mr. Anderson:

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services for drainage improvements to alleys located in downtown Port St. Joe. It is our understanding that this project consists of the topographic survey and design for drainage improvements within the following alley right-of-ways located in Port St Joe: Monument and Reid Avenue from 1<sup>st</sup> Street to SR 71, Reid and Williams Avenues from 1<sup>st</sup> Street to City Hall parking lot and Williams and Long Avenue from 3<sup>rd</sup> Street to 4<sup>th</sup> Street.

**Exhibit A** contains a detailed Task Order with a description of the scope of services for the pre-construction design services. Dewberry proposes to provide these services for a fee of **\$29,685.00**.

If this task order is acceptable to the City, please execute and return to our Port St. Joe office. We appreciate the opportunity to provide engineering services for the City of Port St. Joe. Should you have questions or need additional information, please contact me at 850.693.2181 or at [jbaxley@dewberry.com](mailto:jbaxley@dewberry.com).

Sincerely,

A handwritten signature in black ink, appearing to read "JBaxley", written over a large, stylized, light-colored circular mark.

Josh Baxley, P.E.  
Senior Associate, Branch Manager

**EXHIBIT A**  
**PSJ ALLEYS DRAINAGE IMPROVMENT PROJECT**  
**PROFESSIONAL ENGINEERING SERVICES**  
**FOR CITY OF PORT ST JOE**  
**AUGUST 2025**

This Task Order is for the purpose of Dewberry as the ENGINEER to provide pre-construction design services for the PSJ Alleys Drainage Improvements Project for the City of Port St Joe, FL acting by and through its Commission.

**SCOPE OF SERVICES**

**A. SURVEYING**

Dewberry shall perform all office and field work required for the purpose of performing a Topographic Survey, as shown in the attached exhibit. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Right of way lines shall be surveyed and depicted throughout.
4. Benchmarks shall be set at a minimum of 500', or as needed throughout the project corridor.
5. Contours at 1-foot intervals, together with spot elevations within the right of way.
6. Location of all aboveground visible improvements and/or structures within the limits of survey.
7. Stormwater and sanitary sewer structures and pipes (i.e. inverts, size, materials) shall be surveyed and depicted throughout.
8. Buried utilities shall be located as marked in the field by the utility owner or owner's contractor prior to field survey.
9. Deliverables include:
  - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
  - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

**B. DESIGN**

1. Dewberry shall evaluate existing drainage patterns and infrastructure to determine necessary improvements.
2. Dewberry shall design the drainage improvements in accordance with approved standards.
3. Dewberry shall investigate existing failures and apply corrective measures to ensure a reasonable lifetime for the drainage improvements.
4. Dewberry shall submit a 90% plan set to the City.
5. Dewberry shall update construction plans based on 90% comments from City staff.
6. Dewberry shall prepare 100% construction plans and specifications necessary to bid the proposed project.
7. Dewberry shall prepare all bid documents.
8. Dewberry shall review bids and make recommendation for bid award.

**C. DELIVERABLES**

1. Dewberry shall provide 3 sets of a 90% review set including plans, bid documents, and a construction estimate.
2. Dewberry shall provide 3 sets of 100% plans and bid documents.

**TOTAL (TASKS A-C) \$29,685.00**

The following services will not be provided as a part of this contract and will be billed at our contracted hourly rates if deemed necessary:

1. Title searches
2. Permit Application Fees
3. Construction Administration and CEI services
4. Geotechnical Services
5. Stormwater Permitting
6. NPDES permitting
7. Environmental Permitting

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,

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

  
Josh Baxley, P.E.  
Senior Associate, Branch Manager

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



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

August 18, 2025

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

RE: Frank Pate Park Boat Basin Improvements  
Professional Services Proposal

Dear Mr. Anderson,

Dewberry Engineers Inc. (DEI) is pleased to provide this proposal for professional services for improvements at the Frank Pate Park Boat Basin in Port St. Joe, FL. It is our understanding that the current boat basin is filled with sediment, which limits the use of the boat ramp. The following list defines the services that will be provided in order to complete this project.

### **SCOPE OF PROFESSIONAL SERVICES**

#### **Task A. TOPOGRAPHIC & HYDROGRAPHIC SURVEY**

DEI will perform all office and field work needed for a Topographic and Hydrographic Survey of the Frank Pate Park Boat Ramp Project along with Submerged Aquatic Vegetation (SAV) as identified by DEI Environmental Staff. The limits of the survey are shown on the attached survey limits map. The proposed survey will include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Contours at 1-foot intervals, together with spot elevations.
4. Minimum of two (2) site benchmarks.
5. Location of adjacent docks, boat ramp slab, and rip-rap.
6. Approximate location of the mean high-water line.
7. Approximate location of seagrasses.
8. Deliverables include:
  - a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
  - b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

#### **Task B. GEOTECHNICAL SERVICES**

1. DEI with subcontract with Magnum Engineering, Inc. to perform an estimate Six (6) 5-feet deep sediment cores in the Frank Pate Park boat ramp basin below mud line. Laboratory Testing to include Minus 200 sieve analyses for determination of percent fines. Engineering Evaluation and Report to provide soil profile at each sediment core location and sieve analysis results. Note that this proposal does not include any analytical testing of the material sampled. This proposal assumes that the current basin is less than 5 feet deep. If the basin is deeper than 5 feet, we will need to provide another scope using a barge mounted vibra-core rig.



### **Task C. ENVIRONMENTAL SERVICES**

1. For the project area Frank Pate Park's boat ramp basin, adjacent to Gulf County Parcels, 06053-000R and 04595-050R , DEI will complete all database and field work necessary to perform an environmental site evaluation to include a wetland delineation by identifying and flagging wetlands and other surface waters in accordance with 62-340, Florida Administrative Code/ USACE Wetland Delineation Manual and October 2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region, and a wetland delineation map will be created with required 62-340 F.A.C. and USACE data forms in support of the wetland delineation section of the Environmental Assessment (EA) Report. Submerged Aquatic Vegetation (SAV) survey within the project areas and adjacent to an extent of fifty feet. No species-specific survey services will be provided under this task. If listed species and/or their habitats are observed onsite, their location will be documented in the EA Report and an addendum will be prepared to define the scope and fee for the necessary species permitting.
2. DEI will provide an Environmental Assessment (EA) Report for the property. DEI will research existing available data including soils maps, GIS data, T&E species databases and historical aerial photography; Perform a site visit to review onsite conditions and habitat as required for the preparation of State and Federal permitting specific Environmental Assessment report (EA). No species-specific survey services will be provided under this scope. If listed species and/or their habitats are observed onsite an addendum will be prepared to define the scope and fee for the necessary work.

### **Task D. ENGINEERING & PERMITTING SERVICES**

1. Prepare construction plans, details, sections and specifications necessary for permitting.
2. Prepare a dredging and dredge spoil basin plans to meet Florida Department of Environmental Protection (FDEP), and United State Army Corps of Engineers design standards.
3. State and Federal Environmental Permitting Documentation and Agency Coordination DEI will draft permit applications and provided supporting documents for the submittal of Florida State Environmental Resource Permit under Part IV of Chapter 373 F.S., Section 307 of the Coastal Management Act, and Section 401 of the Clean Water Act (33 U.S.C. 1341,); and a Permit under Federal Section 10 and 404 Clean Water Act (33 U.S.C. 1344), to include regulatory specific Federal and State EA Report, Avoidance and Minimization criteria, Alternative Sites Analysis. DEI will coordinate any subsequent agency Request for Additional Information (RAI) responses and assist the agencies (FDEP and USACE) with a review of the site. Permit application fees, mitigation fees/ costs are not part of this task.
4. Respond, if necessary, to any request for additional information (RAI).

### **PROFESSIONAL SERVICES FEES SUMMARY**

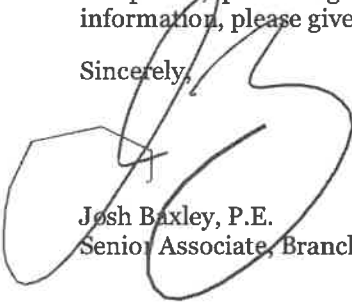
Task A: Surveying Services	\$ 3,800.00
Task B: Geotechnical Services	\$ 5,000.00
Task C: Environmental Services	\$ 9,700.00
Task D: Engineering and Permitting Services	\$ 21,050.00
<b>TOTAL PROPOSED FEE</b>	<b>\$ 39,550.00</b>

Services not included in this proposal are as follows:

1. Title searches
2. Bidding Services. Can be provided in a separate proposal.
3. Construction Engineering and Inspection Services. Can be provided in a separate proposal.
4. Analytical testing of the material sampled other than what is identified above
5. Mitigation evaluation and/ or UMAM.
6. Site historical resource review and permitting
7. Permit application fees, and mitigation fees/costs.
8. Listed species and/ or their habitat surveying and/ or Incidental Take permitting
9. Listed species Biological Assessments for USFWS coordination
10. State Sovereignty Submerged Lands (SSL) easement survey
11. Hydrographic modeling or analysis
12. Water quality or sediment quality testing
13. Dredge Material Management Area (DMMA) design
14. DMMA geotechnical evaluation
15. SSL material severance fees

We appreciate the opportunity to provide professional services for Gulf County. If this proposal is acceptable, please sign 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.  
Senior Associate, Branch Manager

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

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



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

August 29, 2025

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

RE: Avenue A Alley Drainage Improvements  
Professional Services

Dear Mr. Anderson:

It is our understanding that the alley between North Bay Street and Harbor Street from Avenue A to Clifford Sims Drive experiences frequent flooding and has no outlet to remove the flood waters. It is also our understanding that the City has requested a proposal from Dewberry Engineers Inc. (DEI) to provide the professional services associated with this project. DEI is pleased to provide this proposed Task Order to provide these services.

**Attachment A** contains a detailed Task Order with a description of the scope of services for the pre-construction design services. DEI proposes to provide these services for a lump sum fee of **\$26,870.00**.

If you have any questions or need additional information, please contact Josh Baxley at (850) 693-2181 or by e-mail at [jbaxley@dewberry.com](mailto:jbaxley@dewberry.com).

Sincerely,  
**DEWBERRY**

A handwritten signature in black ink, appearing to be 'JB', with a checkmark below it.

Josh Baxley, P.E.  
Senior Associate, Branch Manager

**Attachment A  
Scope of Work and Fee Schedule**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, between The City of Port St. Joe known hereinafter as CLIENT, and Dewberry Engineers Inc. (DEI)

Attachment A of this Agreement defines the scope and fee for which DEI shall provide professional services to CLIENT.

**PROJECT UNDERSTANDING**

This proposal is for engineering services for the Avenue A Alley Drainage Improvements.

The scope of this project is to provide survey, design, permitting services and bidding and contract award services for a conveyance system to alleviate flooding in the subject alleyway.

**SCOPE OF PROFESSIONAL SERVICES**

**TASK A. SURVEY SERVICES**

**ROUTE TOPOGRAPHIC SURVEY**

Dewberry shall perform all office and field work required for the purpose of preparing a Topographic Survey of a portion of Avenue A and Clifford Sims Dr, and Bay Street between said Avenue A and Clifford Sims Dr, being approximately 1,308 total LF, as shown in the attached exhibit. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Right of way lines shall be surveyed and depicted throughout.
4. Benchmarks shall be set at a minimum of 500', or as needed throughout the project corridor.
5. Contours at 1-foot intervals, together with spot elevations within the Right of Way.
6. Location of all aboveground visible improvements and/or structures within the limits of survey.
7. Stormwater and sanitary sewer structures and pipes (i.e. inverts, size, materials) shall be surveyed and depicted throughout.
8. Buried utilities shall be located as marked in the field by the utility owner or owner's contractor prior to field survey.

#### **BOUNDARY AND TOPOGRAPHIC SURVEY**

Dewberry shall perform all office and field work required for the purpose of preparing a Boundary & Topographic Survey of Lots 7, 15, and 17, Block 1020, Millview Addition of the City of Port St. Joe, Florida – Unit Three, as shown in the attached exhibit. Said survey to include the following:

1. Survey shall be referenced to the Florida State Plane Coordinate System, North Zone, North American Datum (NAD) 1983/2011, U.S. Survey Feet, per National Geodetic Survey control points.
2. Survey shall be referenced to North American Vertical Datum of 1988 (NAVD 88), per National Geodetic Survey benchmarks and/or control points.
3. Horizontal location of all boundary lines and adjacent Right of Way lines.
4. Contours at 1-foot intervals, together with spot elevations.
5. Location of all aboveground visible improvements and/or structures within the subject property.
6. Legal Description(s) of property/properties surveyed.
7. Area calculations.

Deliverables include:

- a. Signed/Sealed Survey Map and Report by a Florida-Licensed Surveyor & Mapper.
- b. Digital copies of the survey (Adobe® PDF and AutoCAD® files).

#### **TASK B. SITE CIVIL ENGINEERING DESIGN AND PERMITTING SERVICES**

1. Coordinate with City throughout project duration.
2. Prepare 30% construction engineering plans depicting the limits of demolition, site geometry, grading and drainage, and erosion controls. The existing liimerock roadway will be re-designed as a 10 ft. travel lane to allow for a swale to be constructed for stormwater conveyance in the remaining ROW.
3. Prepare 60% construction engineering plans incorporating Owner review comments and refinements from the 30% plan review.
4. Meetings as necessary.
5. Prepare 100% final construction engineering plans incorporating Owner review comments, refinements from the 60% plan review, and permitting agency comments.
6. Prepare permit application packages and submit to the following permitting agencies:
  - City of Port St. Joe Development Order (if required)
  - NWFWMMD – General Permit for Stormwater Retrofit Activities
7. Provide responses to all requests for additional information (RFI) to the permitting agencies.

#### **TASK C. BIDDING AND CONTRACT AWARD SERVICES**

1. Prepare 100% final technical specifications package associated with the 100% final construction engineering plans.
2. Assist City in receiving bids and provide a recommendation for award.
3. Assist in pre-construction meeting

#### **PROFESSIONAL SERVICES FEES SUMMARY**

Task A: Survey Services	\$ 6,500.00
Task B: Site Civil Engineering Design and Permitting Services	\$ 15,970.00
Task C: Bidding and Contract Award Services	\$ 4,400.00
<b>TOTAL PROPOSED FEE:</b>	<b>\$ 26,870.00</b>

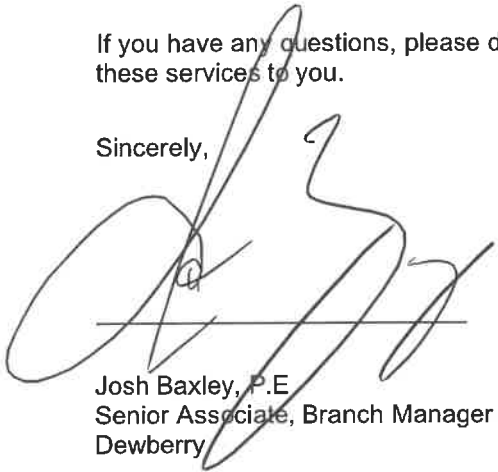
Please note the following services are excluded from this proposal.

1. Environmental Services and Permitting.
2. Legal descriptions for drainage easements on private property.
3. Drainage improvements to private property.
4. Title searches or opinions.
5. Construction stakeout surveying.
6. As-built surveys.
7. Permit application fees.
8. Wetland surveying.
9. Materials testing.
10. Construction engineering and inspection. Can be provided in a separate proposal if required.

If you have any questions, please do not hesitate to contact us. We appreciate the opportunity to provide these services to you.

Sincerely,

Approved by:



Josh Baxley, P.E.  
Senior Associate, Branch Manager  
Dewberry

\_\_\_\_\_  
Jim Anderson, City Manager

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

## Current City Projects 9/8/25

- Sewer Rehab. CDBG-DR- L&K is roughly 60% complete with the installation of the 3 lift stations and we have issued the notice of award to Royal American and notice to proceed with a start date of 9-15-25. It is expected that RA will be mobilized near the end of September to begin work on the Hwy 98 section of this project.
- Beacon Hill Sewer- Project is complete with around 90 customers currently on this system.
- 9/15/23 Dewberry tasked to Survey & Topo the new City Hall Complex with Conceptual Plan options. Dewberry has now been tasked to handle the Civil Engineering and permitting. MLD has been tasked for the Architectural Services on 10/15/24.
- 9/26/23 Dewberry tasked to work on the Expansion of Zone 3 at the WW Sprayfields. The bid was awarded to North Florida Construction on 4/16/24 to clear the property. The construction is complete and Dewberry is working on the FDEP Permit to place in operation.
- Downtown Waterline Replacement Phase II- L&K has been provided with the punchlist for this project and we are waiting for their close-out request.
- 2/11/24 A Task Order was signed with Dewberry to survey the alley between Bay & Harbor Street for potential stormwater improvements. Dewberry is working on a plan for a Stormwater Drain Inlet in the alley.
- 3/19/24 A Task Order was signed with Dewberry to design the \$1.5 M Legislative Approp. for multiple roads to be paved. The Bid was awarded to Roberts & Roberts on 11/5/24, CEI Services was awarded to SCE on 1/7/25. The project is complete except for striping.
- Centennial Bldg. Roof- Requesting an Engineer Task Order for specs to repair the roof. 4/1/25
- Washinton Gym Bldg Roof- This project is currently being advertised with a bid opening date of September 26, 2025.

- Victoria Ave. Sewer Line Relocation- FDOT requested the line be moved due to roadway improvements. The FDEP Permit received 7/28/25. This work will be completed by December 31, 2025.
- Water Plant Backwash Reuse System Installation- Work has begun on this project and staff is about 40% complete. We anticipate being complete by October 14, 2025.
- 20th Street Stormwater Pipe Evaluation- The Evaluation has been completed, and we are speaking with a contractor about the CIPP liner.





324 Maria Drive  
Port St Joe, IN 46784  
850.227.7200

PSJ PARKING IMPROVEMENTS  
INTERSECTION OF WILLIAM & 3RD  
PORT ST JOE  
GULF COUNTY

SEAL

JOSHUA BROWN, P.E. 67529  
IN 00000000

CONCEPTUAL  
NOT FOR CONSTRUCTION

SCALE



REVISIONS

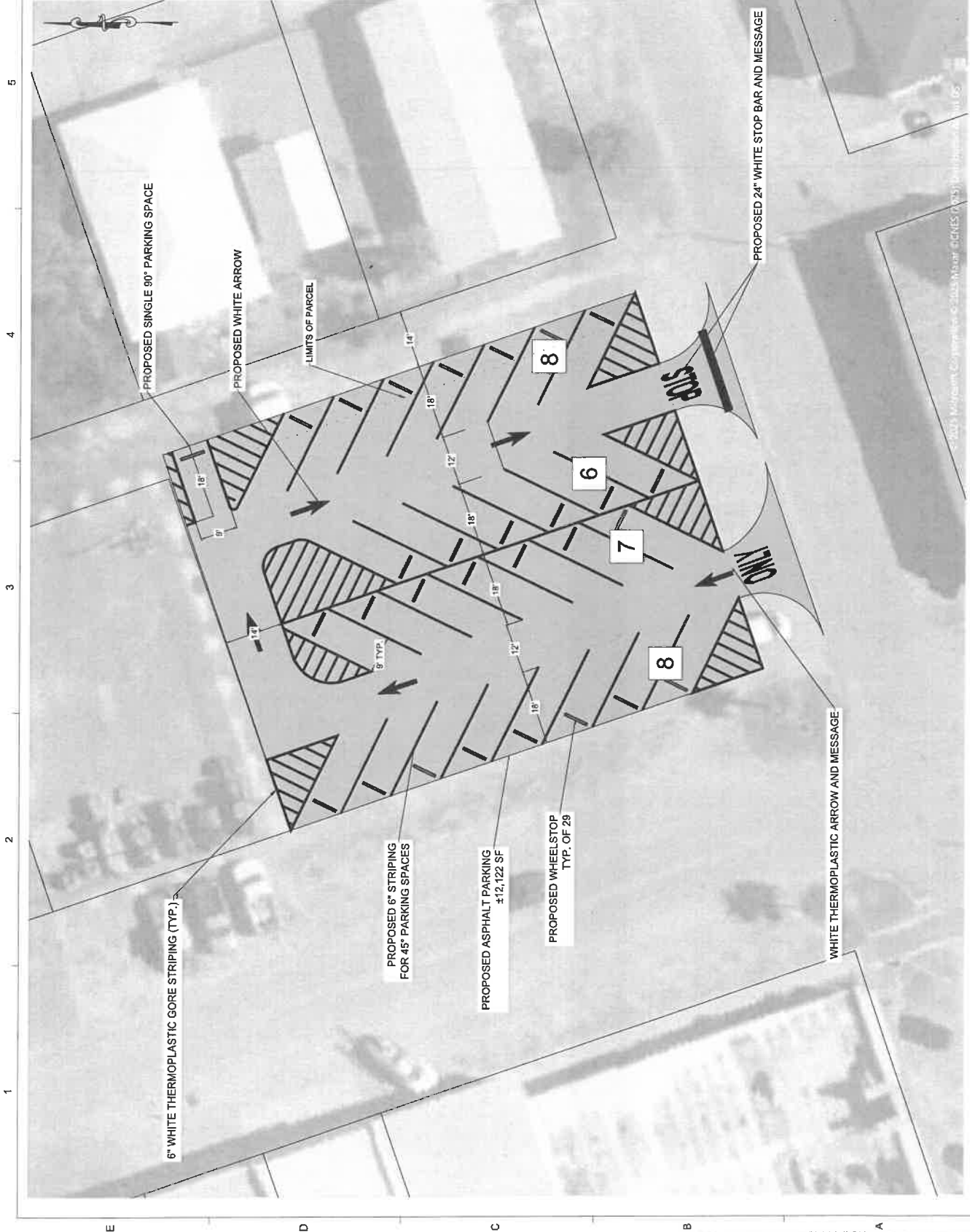
NO.	DESCRIPTION	DATE

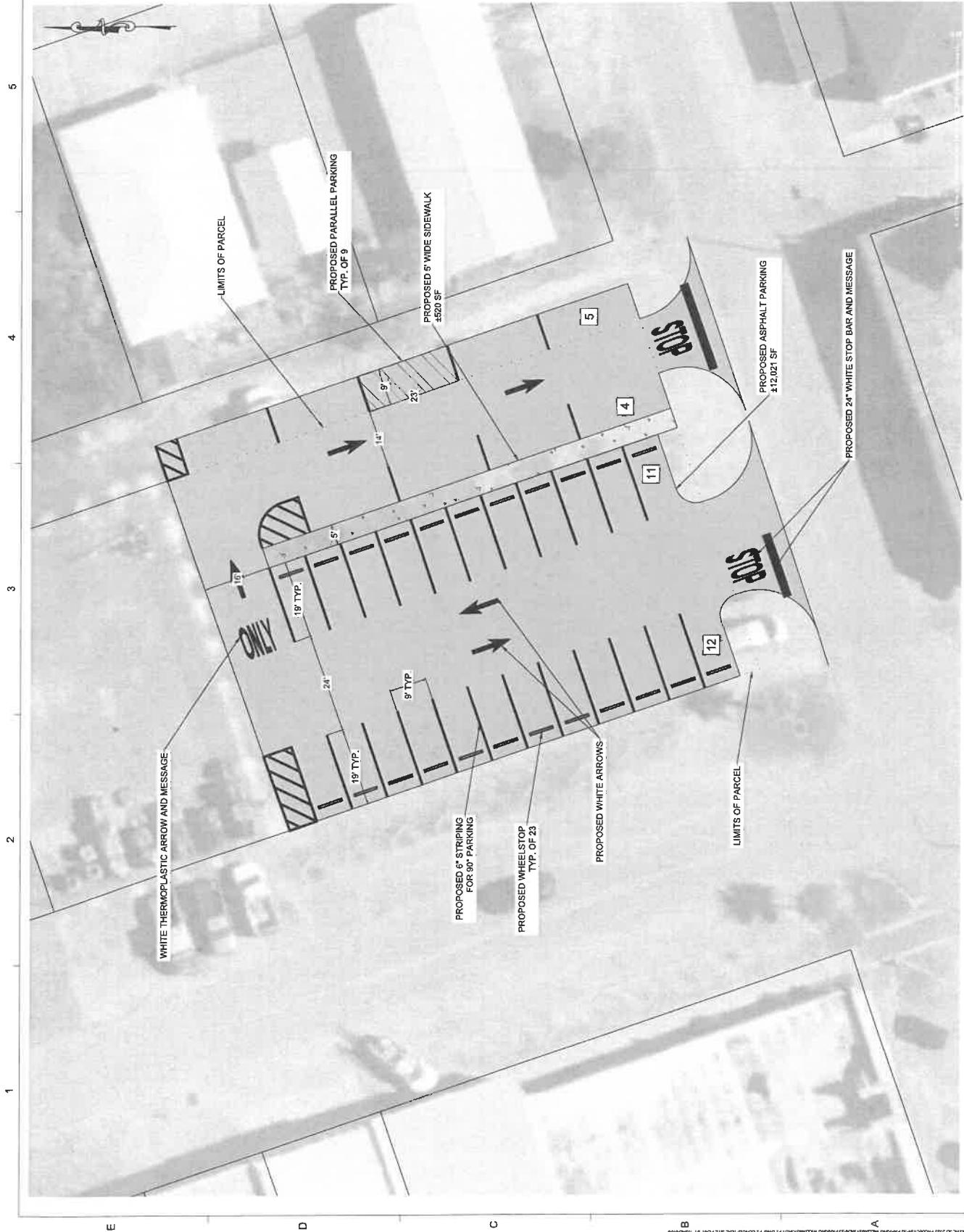
DRAWN BY  
APPROVED BY  
CHECKED BY  
DATE  
PROJECT NO.  
SHEET NO.

CONCEPTUAL  
SITE PLAN

P1

SHEET NO.







304 Maple Drive  
Port St. Joe, IN 46784  
850.227.7200

PSJ PARKING IMPROVEMENTS  
INTERSECTION OF WILLIAM & 3RD  
PORT ST JOE  
GULF COUNTY

SEAL

JOSMARIAVALE, P.E. 07528  
EB 000074

CONCEPTUAL  
NOT FOR CONSTRUCTION

SCALE



REVISIONS

NO.	DESCRIPTION	DATE

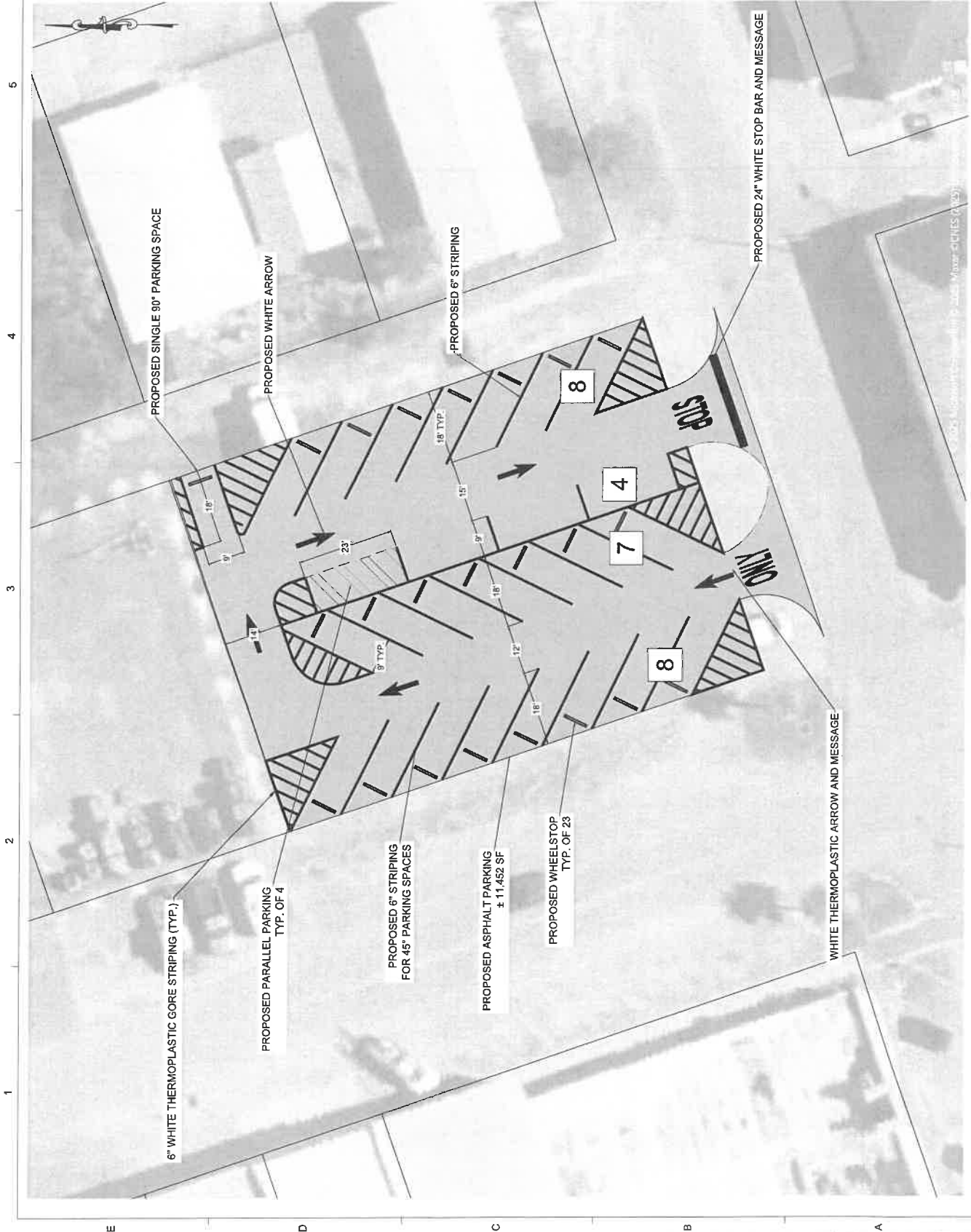
DRAWN BY  
APPROVED BY  
CHECKED BY  
DATE  
TITLE

CONCEPTUAL  
SITE PLAN

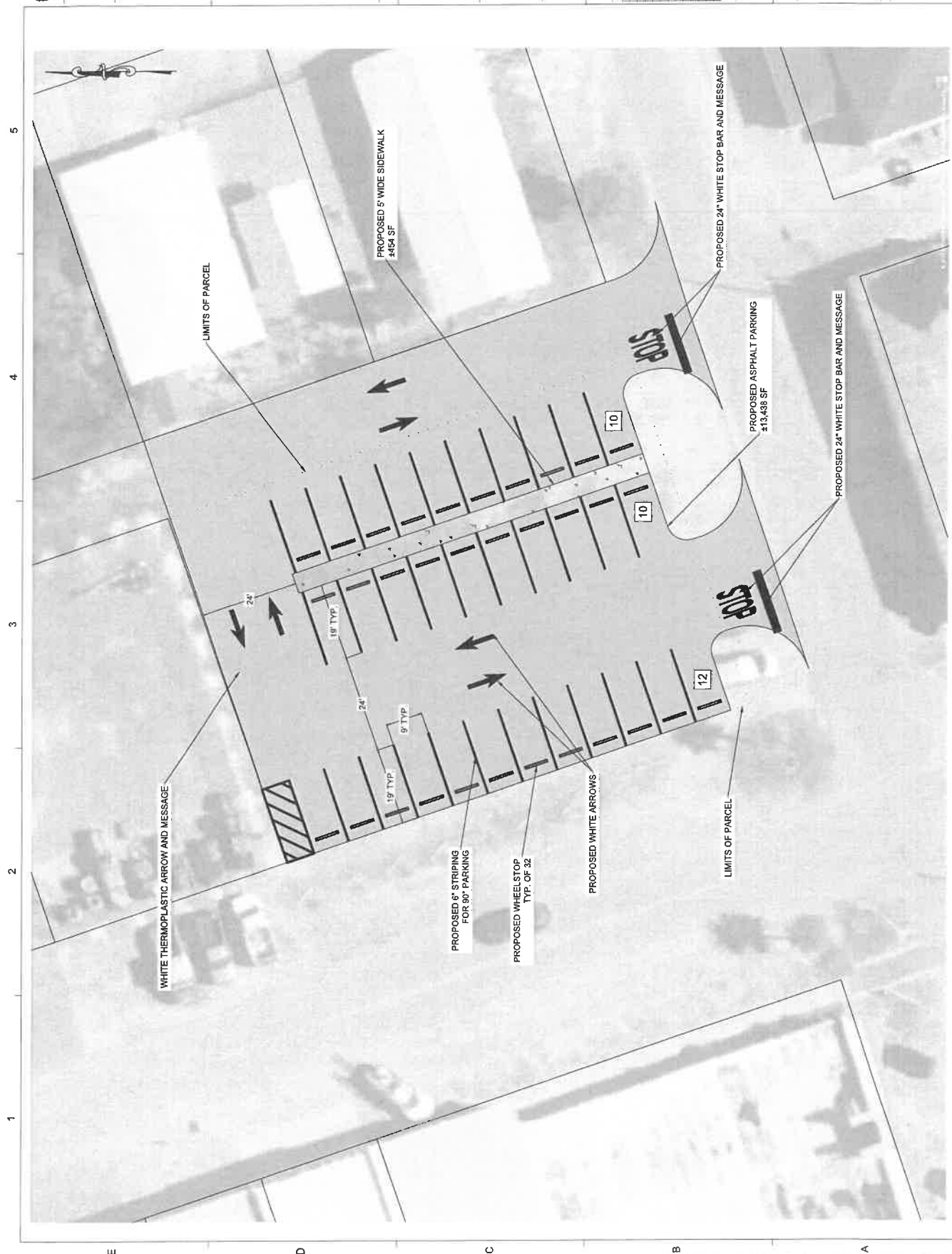
PROJECT NO. N/A

P3

SHEET NO.



32



PSJ PARKING IMPROVEMENTS  
INTERSECTION OF WILLIAM & 3RD  
PORT ST JOE  
GULF COUNTY

KOSHUA BRYAN BAXLEY, P.E. 67529  
ED 0008794

CONCEPTUAL  
NOT FOR CONSTRUCTION

SCALE

[illegible]

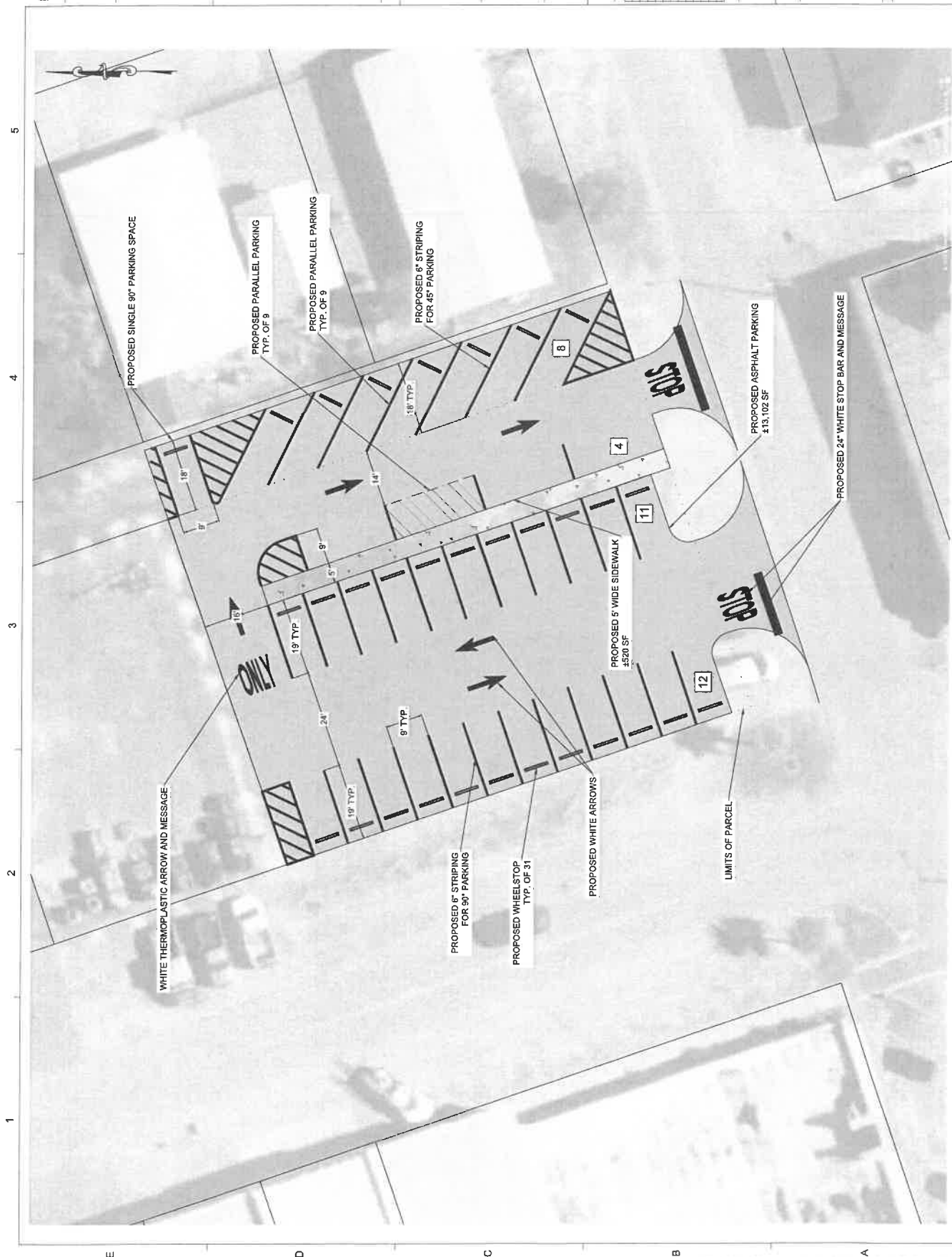
DRAWN BY	KDG
APPROVED BY	JBB
CHECKED BY	JBB
DATE	JULY 2025

## CONCEPTUAL SITE PLAN

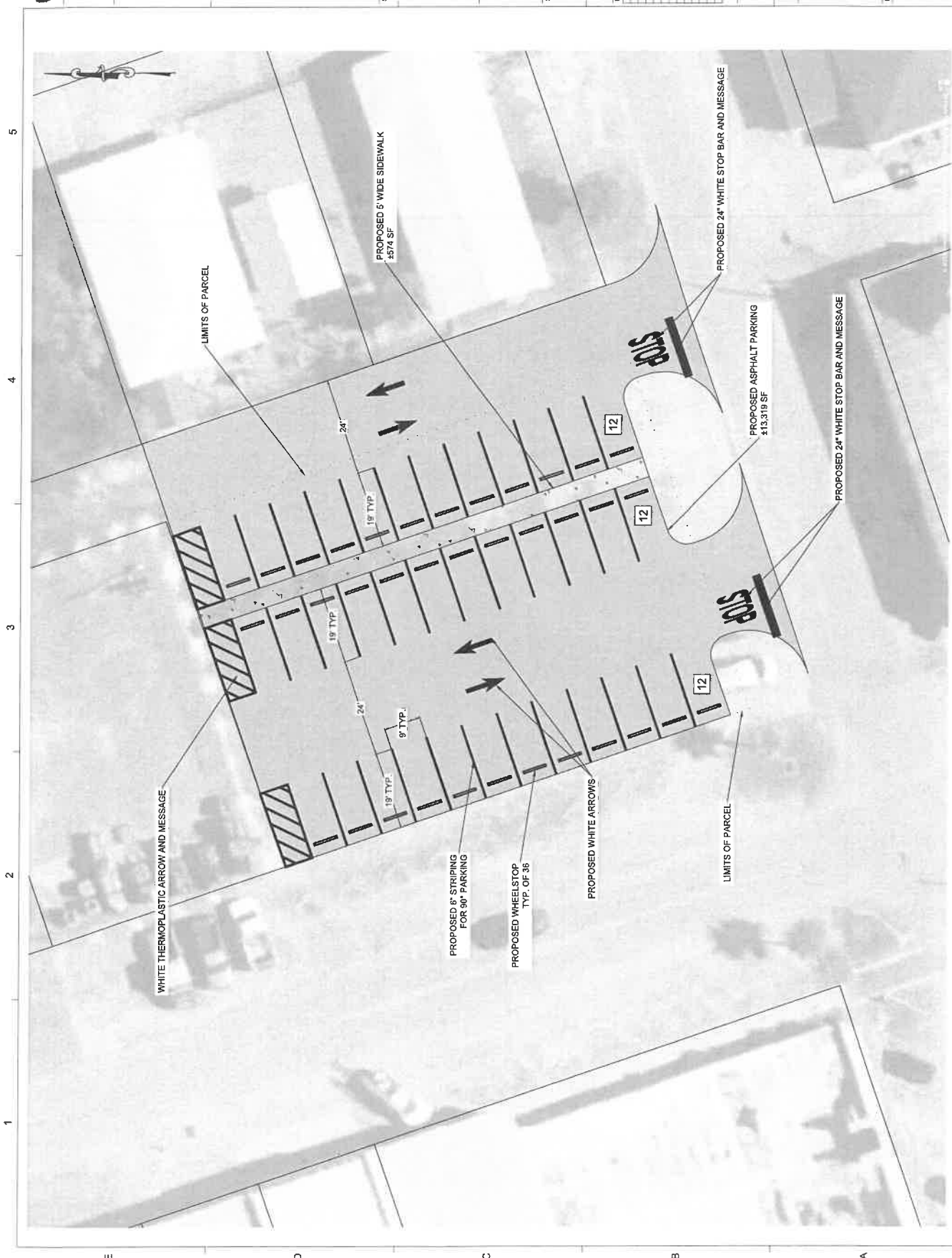
PROJECT NO.	N/A
-------------	-----

50

SHEET NO.







## Jim Anderson

---

**From:** Dan Ausley <dan@rbwservicesgroup.com>  
**Sent:** Sunday, August 10, 2025 11:07 AM  
**To:** Jim Anderson  
**Subject:** RE: Communication Site Proposal

You don't often get email from dan@rbwservicesgroup.com. [Learn why this is important](#)

**CAUTION:** This message is from an EXTERNAL SENDER. Be CAUTIOUS, particularly with links and attachments. Do not share or enter your user credential or password.

Jim,

Following up on email and discussion. Please let me know if the City is considering working with us for a site at the property and what next steps are.

Best regards,

Dan Ausley  
850-566-6761  
[dan@rbwservicesgroup.com](mailto:dan@rbwservicesgroup.com)

---

**From:** Dan Ausley  
**Sent:** Thursday, July 31, 2025 11:14 AM  
**To:** janderson@psj.fl.gov  
**Subject:** Communication Site Proposal

Hi Jim,

Thank you for the call back today — I appreciate your time.

To summarize, the process begins with a two-year option period to allow time for permitting through the FAA, FCC, Gulf County, and the necessary environmental reviews. The environmental assessment (NEPA) typically takes 8 to 10 months to complete. The option fee is \$2,000, paid after full execution of the option and lease agreement.

Once all permits are secured, construction will begin and the formal lease will commence. The lease is structured with a ten-year initial term and eight five-year renewal options, potentially extending to 50 years. The proposed initial rent is \$1,500 per month with a 1.5% annual increase.

The tower will be built and owned by Vertical Bridge (or a subsidiary), with space leased to Verizon Wireless to significantly improve network coverage and capacity in the area.

**About Vertical Bridge:**

Vertical Bridge is the largest privately owned tower company in the U.S., with over 500,000 sites

nationwide, including towers, rooftops, utility attachments, and other wireless infrastructure. They have extensive experience working with municipalities, utilities, and public safety agencies to deploy reliable infrastructure that meets both technical requirements and community needs. Their team ensures sites are built to the highest safety and environmental standards.

For your review, I've attached a map and preliminary site sketch showing one possible location on the property. We're happy to adjust this layout or consider alternate areas on the site if there's a more suitable location from the City's perspective.

This project offers important benefits to the community, including:

- Enhanced wireless service for residents, businesses, and visitors
- Improved 911 response and public safety communications
- Long-term revenue for the City with no disruption to daily operations

Please let me know if you have any questions or if you'd like us to provide a draft agreement for review.

Best regards,

Dan Ausley  
850-566-6761  
[dan@rbwservicesgroup.com](mailto:dan@rbwservicesgroup.com)



## Jim Anderson

---

**From:** John Grantland  
**Sent:** Wednesday, August 6, 2025 11:37 AM  
**To:** Jordan Burnett  
**Cc:** Jim Anderson  
**Subject:** RE: FPID 450808-1: SR 30 PSJ Road Closures, Patterned Pavement LFA

Jordan – I'm good with the MOT plan sheets Bob sent, my apologies for not responding sooner it was lost in 2,000 other emails. Regarding the increase for the pattern pavement, we will have to take this back in front of our Commission and ask. Below is the information I gave them a few months ago and they agreed to a maximum of \$26k based on the estimate. I'll let you know what they say.

(Just Side Roads)

Pay Item	Description	Qty	Unit	Unit Price	Cost
523-3	Patterned Pavement	52	SY	\$350.00	\$18,200.00
102-1	Maintenance of Traffic	10	%		\$1,820.00
101-1	Mobilization	10	%		\$2,002.00
999-25	Contingency	15	%		\$3,303.30
				<u>Total</u>	<u>\$25,325.30</u>

John

---

**From:** Jordan Burnett <Jordan@aldayhowell.com>  
**Sent:** Wednesday, August 6, 2025 10:21 AM  
**To:** John Grantland <jgrantland@psj.fl.gov>  
**Subject:** RE: FPID 450808-1: SR 30 PSJ Road Closures, Patterned Pavement LFA

**CAUTION:** This message is from an EXTERNAL SENDER. Be CAUTIOUS, particularly with links and attachments. Do not share or enter your user credential or password.

John,

Do you have any comments on the email below or the attached Plan Sheets? If you're good with it, we'll start moving forward with the Road Closure resolution.

Also, the most recent cost estimate for Patterned Pavement has increased to **\$41,486.96**. It is worth noting that most of the increase is associated with the Mobilization, Maintenance of Traffic, and Initial Contingency related to this work. I will need to send over a Request for Agreement for these funds. We typically allow three months for the deposit of funds. The deposit due date will be December 29, 2025, so we will need to have this agreement in place next month.

Please review and let me know if you have any questions or concerns.

Thanks,



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

Date: **08/18/25**

Submitted by: **Ryan Nalls**

Local Phone: (850) 508-1507

SFID: **136298**

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): <b>City of Port St. Joe, FL</b>			Phone Number:		Fax Number:	
Street Address: <b>1000 Cecil G. Costin Blvd</b>			Description of Work to be Performed: <b>Powervent Installation</b>			
City: <b>Port St. Joe</b>		State: <b>FL</b>	Zip Code: <b>32457</b>		Asset Name: <b>Ball Park Tank</b>	
Accounts Payable Contact Name: <b>Larry McClamma</b>		Email: <b>lmccclamma@psj.fl.gov</b>		Job Site Address: <b>2354 Long Avenue, Port St. Joe, FL 32456</b>		
Job Contact (Inspection Reports): <b>Larry McClamma</b>		Email: <b>lmccclamma@psj.fl.gov</b>		County / Parish: <b>Gulf</b>	Asset Size: <b>500KG</b>	Asset Style: <b>Hydropillar</b>

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

**Thirty-Eight Thousand Six Hundred Three and -----00 /100 Dollars \$ 38,603.00**

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

**Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362**

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically  
**Thirty (30)** days following the date of this Proposal.

Authorized  
USCI Signature

*Patricia W. Day*

**Acceptance of Proposal** The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☐ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

Customer Signature

Date of Acceptance

Printed Name

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from  
**UTILITY SERVICE CO., INC.**  
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069  
Toll-free: 855-526-4413 | Fax: 478-987-2991  
usgwater.com

## **Exhibit A – Scope of Work**

### **Powervent Installation**

1. A date shall be coordinated by both parties for the Owner to drain the tank.
2. Utility Service Co., Inc. shall furnish and install one (1) Active Headspace Ventilation System (PPV-200) and Control Center Dry Assembly, together with all accessories necessary for a complete and operable active headspace ventilation system. Utility Service Co., Inc. shall also furnish and install one (1) 24" Makeup Vent.
3. Owner will be required to provide 240VAC, 1ph power supply at the tank with a disconnect switch, and will be required to supply a certified electrician to make the final connection, as may be required, between the Control Center and the power supply.
4. Owner will be responsible for all trenching, conduit, and electrical connections to the base of the tank, unless otherwise specified by this agreement.
5. Upon completion of installation, USCI will power up the Ventilation System and complete electrical system check on the control center, as applicable, to verify proper operation.



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

usgwater.com

## Exhibit B – Terms and Conditions

### A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

### B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

### C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

### D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

### E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

### F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

### G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

### H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

### I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

### J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from  
**UTILITY SERVICE CO., INC.**

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069

Toll-free: 855-526-4413 | Fax: 478-987-2991

usgwater.com

## **Exhibit B – Terms and Conditions (Continued)**

### **K. SATISFACTION OF WARRANTY CLAIM**

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

### **L. INDEMNIFICATION**

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

### **M. FORCE MAJEURE**

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

### **N. LIMITATION OF LIABILITY**

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

### **O. GOVERNING LAW AND DISPUTE RESOLUTION**

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

## Grants Updated- 9/8/25

Title	Amount	Status
NWFWMD/NERDA	\$971,850	Draft Stormwater Master Plan Complete. Water Quality portion is on hold.
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. Approved 12/16/22
FEMA	1.4M	Clifford Sims Park Repairs due to Hurricane Michael. Approved 4/21/23. The project is complete and we have requested reimbursement.
Historic Resources/Hurricane Michael	\$497,495	Centennial Bldg. Rehab. Grant awarded. The project is complete and we have requested reimbursement.
CDBG-DR	\$9,996,000	Sewer Rehab- City Wide. Approved 5/21. CCTV work approved.
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. The project has been re-bid. Approval has been given for the amended scope of work by the State.
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. The collection system and lift station is constructed. City Staff is making taps.
FDEP	\$218,895	Resilient Florida (Study of PSJ). Submitted 8/30/21, Working with UF. Working to closeout the grant.
FDOT/SCOP	\$575,417.65	Application for re-surfacing Allen Memorial. Approved on 8/23/22 for the 2024 fiscal year. The contract was awarded to Roberts & Roberts.
NOAA	\$280,000 \$1,563,611	Stormwater Management (H&H) Study, Approved 4/21/23 Phase II Application submitted 12/19/23
FDEP/SRF	\$1,506,338 Loan/\$655,456 Grant	Downtown Water line Replacement Phase II. Approved, Application submitted on 11/2/23
FDOT	\$43,000	Police Dept. - Occupant Protection. Application submitted on 2/27/24. The grant was approved and signed by the City on 10/15/24.
FDOT	\$561,884.66	Ave C & D Paving SCOP Grant. Application submitted 3/25.
Historic Resources (FDHR)	\$1,000,000	Washington Gym Improvements. 25% match required. City/County/UF partnership. Application submitted 5/31/24.

NWFWMD	\$80,000	Water Plant Backwash Reuse Project. Estimated \$200,000 project, Grant has been approved.
Legislative Request 2025	\$1,900,000 \$300,000	Fire/Police Public Safety Facility Core Park Restrooms. The grants were approved effective 7/1/25
CDBG	\$1,780,790	MLK Blvd. Revitalization- Approved 8/25.
National Fish & Wildlife	\$400K \$100K	60% Design for a Stormwater Pond on Ave A 60% Design for a new Weir at Buck Griffin Lake- Submitted 5/6/25
FDEP/SRF	\$5,539,463.14	Wastewater Plant Improvements. Submitted 6/18/25
FDOC	\$2,300,709	Workforce Housing Road. Application submitted 7/22/25
Fl. Commerce RIF	\$3,800,000	Wastewater Plant Improvements. Submitted 8/25
USDA	\$26,000,000	Wastewater Plant Improvements. Submitted 8/29/25