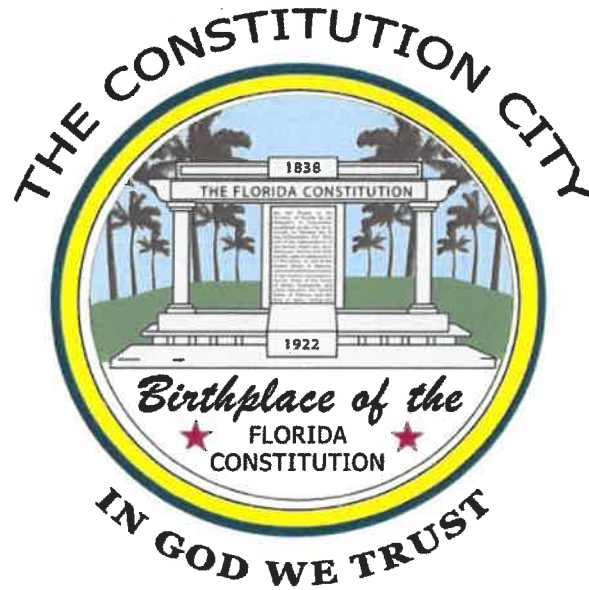


October 18, 2022  
Regular Meeting  
12:00 Noon



## 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 October 18, 2022

## Call to Order

## Consent Agenda

### Minutes

- Regular Commission Meeting 10/4/22 Pages 4-7

### Introduction of Miss Port St. Joe

### City Engineer

- Long Ave. Water/Sewer/Paving Page 8
- Ave. C, D, & Dr. Joe Parking lot Paving- Out for Bid
- First Street Paving
- Beacon Hill Sewer Design
- Madison Street SCOP Grant Task Order Pages 9-10

### City Attorney

- ESAD Sewer MOU Update

## Old Business

- City Projects Page 11
- Hurricane Ian- Mayor Buzzett

## New Business

- Vactor Truck- State Contract Purchase Pages 12-15
- Reid Ave. Sidewalks

### Public Works

- Update

### Surface Water Plant

- Excavator Rake- Sole Source Purchase Page 16

### Wastewater Plant

- Microbial Solutions Contract Pages 17-23
- Operating Plant Permit Renewal Task Order Pages 24-25

### Finance Director

- FEMA- Update

**Code Enforcement**

- Update

**Police Department**

- Update

**City Clerk**

- Grants Update

**Pages 26-27**

**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, October 4, 2022, at Noon.**

The following were present: Mayor Buzzett, Commissioners Hoffman and Langston. City Manager Jim Anderson, City Clerk Charlotte Pierce, and City Attorney Clinton McCahill were also present. Commissioner Ashbrook was absent and Commissioner Lowry joined the meeting at 12:05 P.M.

**CONSENT AGENDA**

**Minutes**

A Motion was made by Commissioner Langston, second by Commissioner Hoffman, to approve the Minutes of the Regular Meeting of September 20, 2022, the Joint City / County Workshop Meeting of September 21, 2022, and the Special Meeting of September 27, 2022. All in favor; Motion carried 3-0.

**City Engineer – Josh Baxley**

*Long Avenue Water / Sewer / Paving –*

The Video and sewer lateral cleaning have been completed. Lateral lining will begin on October 10, 2022, and the Long Avenue Paving Project is out for bid.

Commissioner Lowry joined the meeting at 12:05 P.M.

*Avenues C, D, and Dr. Joe Parking Lot Paving –*

This project is out for bid.

*First Street Paving –*

Dewberry, City Staff, and Pigott Construction had a pre-construction meeting this morning and Pigott was given a Notice to Proceed effective October 5, 2022.

*Downtown Utility Improvements*

City Staff is working with SRF for additional funding needed to complete the project.

*Beacon Hill Sewer Design*

The survey, Master Lift Station capacity design and Low-pressure Sewer System capacity design have been completed. Dewberry will have a Permit Application and Design Set for the Master Lift Station ready for review by the City on October 7, 2022.

*Sewer Plant Improvements*

Dewberry has assisted the City with submitting a grant application to perform a Facilities Plant Study of the current Wastewater Treatment Plant. Dewberry met with City Staff on September 28, 2022, to discuss the current issues. They will be working with City Staff to determine possible short-term solutions.

## **City Attorney –**

### *ESAD Sewer, Memorandum of Understanding Update*

Mr. McCahill shared that the revised Memorandum of Understanding from the County has not been received as of today, and a conference call is scheduled for tomorrow with the attorney for ESAD. Mr. McCahill spoke with Gulf County Schools Superintendent, Jim Norton, and he and the school board agree on putting the skate park on school property.

## **Old Business**

### *City Projects*

Mr. Anderson noted the progress that is being made on the Maddox Park Gazebo. He also advised that the Avenues C, D, and Dr. Joe Parking Lot Paving Projects are out for bid.

## **New Business –**

### *SRF Loan Amendment DW230111*

A Motion was made by Commissioner Lowry, second by Commissioner Hoffman, to approved the SRF Loan Amendment DW 230111. All in favor; Motion carried 4-0.

## **Public Works – John Grantland**

### *CDBG-DR Engineering Task Order #2*

A Motion was made by Commissioner Hoffman, second by Commissioner Langston, to approve the CDBG-DR Engineering Task Order #2 in the amount of \$146,804.50 with Anchor CEI. All in favor; Motion carried 4-0.

## **Surface Water Plant –**

Mr. McClamma was running the plant. Mr. Anderson shared that there was a break in a 2" line at the plant yesterday that required a Boil Water Notice for Highland View and the Beaches Systems.

## **Wastewater Plant – Kevin Pettis**

Mr. Pettis noted there is 1'10" free board in the lagoon, the 12" pump for the headworks is in service, the plant is still under a Consent Order for the TSS, and the plant is working on issues at the spray fields.

## **Finance Director – Mike Lacour**

### *FEMA Update*

Mr. Lacour has provided more information to FEMA on the Clifford Sims Park Project, the project is moving along, and he is waiting on updates from FEMA on this.

## **Code Enforcement –**

Code Enforcement continues to work on unkept grass in the community, Mr. Anderson encouraged citizens to keep their grass cut, and noted that Code Violation Hearings continue to be held.

## **Police Department – Chief Richards**

Chief Richards asked that officers in his department be given sick leave credit for hours worked. Officers work 12 hours shifts and are only receiving 8 hours credit.

## **City Clerk – Charlotte Pierce**

Clerk Pierce shared that staff continues to work with our grant writers, and staff is busy with compliance reports.

## **Citizens to be Heard –**

*Chester Davis*, representing the NPSJ PAC, asked for an update on the CRA Director, as they want to apply for grants and need a director to do the paper work. Mr. Anderson reminded Mr. Davis that approximately \$50,000 was ear marked for the PSJRA Budget to cover administrative cost from STANTEC and a new Task Order for \$22,400 has been received as well. There will be a PSJRA Meeting on Tuesday, October 18, 2022, at 11:00 A.M., prior to the City Commission Meeting to discuss these items. The PSJRA Budget for the coming year needs to be adopted.

Mr. Davis invited the Commission to a Community Meeting on October 18, 2022, at 11:00 A.M., that will be held at the Philadelphia Primitive Baptist Church to learn more about the proposed LNG Company that wants to locate here. He stated that his community is concerned about the impacts it could have on them and they want more information on the proposal.

Mayor Buzzett shared that the City has not been given any information on this and there is a meeting, also on October 18, 2022, with the company concerning wanting to locate here.

*Ed Long*, who has recently moved to Port St. Joe from Lakeland, thanked the Commission for their work in the community and stated that he loves it here.

*Tan Smiley* asked that the City leave the garbage pick-up times in his neighborhood as they have been. Residents are putting their garbage out in the morning rather than leave it out at night for the bears to go through. Mr. Anderson noted that a change has not been requested by the City and he will follow up on this.

## **Discussion Items by Commissioners**

Neither *Commissioner Langston* nor *Commissioner Lowry* had any other issues to discuss.

*Commissioner Hoffman* requested that a letter be written to the St. Joe Company concerning the contaminated land that was sold to the City. Mr. Anderson shared the company is looking for a possible land swap to resolve this issue.

Commissioner Hoffman requested that the proposed Skate Park be added to the list of City Projects and asked if FDRAP money could be used for this project.

*Mayor Buzzett* shared of the community relief effort, including support from Mexico Beach, to provide supplies for the town of Arcadia after the destruction of Hurricane Ian. Plans are to provide a supply drop off location and then take the supplies to Arcadia.

**Motion to Adjourn –**

There was no other business to come before the Commission and Mayor Buzzett adjourned the meeting at 12:45 P.M.

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**PSJ City Commission Update 10-18-2022**

**Long Ave Sewer & 1st Street Lift Station**

- Lateral lining is underway. We are working with the contractor for a schedule on 1<sup>st</sup> Street. L&K is coordinating with Pigott and we do not foresee any interruptions to the paving of 1<sup>st</sup> Street.
- Long Avenue Paving – Out for bid.

**Avenue C, D and Dr. Joe Parking Lot**

- Out for bid.

**First Street Resurfacing**

- Under Construction.

**Beacon Hill Sewer**

- Master lift station was submitted for FDEP permitting on 10/12/22.

**Sewer Plant Improvements**

- Dewberry is working with staff to determine possible short-term solutions.





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

October 12, 2022

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

RE: Madison Street FPN#449722-2-54-01 – Professional Services

Dear Mr. Anderson:

It is our understanding that the City has received funding from the FDOT Small County Outreach Program (SCOP) for the resurfacing of Madison Street. The length of this project is approximately 0.41 miles. It is also our understanding that the City has requested a proposal from Dewberry Engineers Inc. (Dewberry) to provide the professional services associated with this project. Dewberry is pleased to provide this proposed Task Order to provide these services. **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 **\$44,606.66**. The associated fees are within the preliminary engineering project funds allowed by FDOT.

If you have any questions, please give me a call at 850.693.2181.

Sincerely,

A handwritten signature in blue ink, appearing to read "JB", is written over a large, stylized blue circular mark.

Josh Baxley, P.E.  
Associate, Branch Manager

**EXHIBIT A  
MADISON STREET RESURFACING SCOP  
PROFESSIONAL ENGINEERING SERVICES  
FOR CITY OF PORT ST JOE  
OCTOBER 2022**

This Task Order is for the purpose of Dewberry as the ENGINEER to provide pre-construction design services for the Madison Street Resurfacing Project for the City of Port St Joe acting by and through its Commission.

**DESCRIPTION OF ENGINEERING SERVICES**  
**SCOPE OF SERVICES**

**A. SURVEYING**

1. Dewberry shall locate the right-of-way, existing improvements (i.e. fences, drainage structures, utilities, etc...), and horizontal and vertical alignments.
2. Dewberry shall acquire elevation points along the roadway every 100' in order to evaluate the existing roadway and shoulder cross-slopes.

**B. DESIGN**

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

**C. DELIVERABLES**

1. Dewberry shall provide 3 sets of 100% plans and bid documents.

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. Stormwater Permitting with FDEP or NFWMD
3. CEI

**TOTAL (Tasks A-C) \$44,606.66**

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

**DEWBERRY**

324 Marina Dr.

Port St. Joe, FL 32456

By: Josh Baxley

Name and Title: Josh Baxley, PE

Witnessed: Sharon Keefe

Date: 10/12/22

**CITY OF PORT ST JOE, FLORIDA**

305 Cecil G. Costin, SR. Blvd

Port St. Joe, FL 32456

By: Jim Anderson

Name and Title: \_\_\_\_\_

Witnessed: \_\_\_\_\_

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

## Current City Projects 10/18/22

- 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.
- **Lighthouse Painting- Complete**
- 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- Out for bids
- Ave. C, D, & Dr. Joe Parking Lot Paving- Out for bids
- 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
- 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



## QUOTE

QUOTE # SECQ5214

DATE Aug 18, 2022

CONTRACT CUSTOMER ID # 119542

CONTRACT # 101221-VTR

To: John Grantland  
City of Port St. Joe  
1002 10th Street  
Port St. Joe, FL 32457  
United States

Sales Contact: Jeff Bodiford  
251-298-9398  
jeffb@secequip.com

Phone: (850) 229-8247  
jgrantland@psj.fl.gov

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Sourcewell (NJPA)	Customer Location	120 - 150 Days	Net Delivery

QTY	DESCRIPTION
1	2100i PD, 16" Vacuum, 15 yrd Debris, Combo
1	Additional Water, 1500 Gal Total (15 yrd)
1	80 GPM/2500 PSI
1	48w x 22h x 24d Curbside Toolbox with Lighting
1	Debris Body Washout
1	6" Rear Door Knife Valve w/Camloc, 3:00 position
1	Pump Off Ports and Programming
1	Centrifugal Separators (Cyclones)
1	Folding Pipe Rack, Curbside, 7" Pipe
1	Fixed Rear Door Pipe Rack, 7" Pipe
1	Anti Splash Valve
1	Rear Door Splash Shield
1	Lube Manifold
1	Body-Up Alarm
1	Air Purge

QTY	DESCRIPTION
1	Hot Shift Blower Drive (automatic Transmission)
1	Blower High Temp Safety Shutdown
1	Digital Water Level Indicator
1	Digital Water Pressure Gauge
1	Digital Hose Footage Counter
1	Debris Body Level Indicator
1	180 deg. 10' x 15' Rapid Deployment Boom
1	Bellypack Wireless Controls with hose reel controls, 2-way communications, and LCD Display
1	Rotatable Boom Inlet Hose, 10 x 15 RDB
1	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
1	600' x 1" Piranha Sewer Hose 2500 PSI in lieu of STD
1	High Pressured Hose Reel
1	Rodder Pump Drain Valves
1	Rear Directional Control, Signal Master LED Arrow Board, 10 Lights
1	Waterproof, Rechargeable, Wireless, Handheld, LED Spot Light w/12V Charger and Plug
1	Lighting Package, 6 Federal Signal Strobe Lights
1	Worklights (2), LED, 10 x 15 RDB
1	Worklight, LED, Curb Side
1	Toolbox, Behind Cab - 16w 30h x 96d - with Lighting
1	Sourcewell Discount 3% Vactor Body: \$11,581
1	Freight and delivery to City of Port St. Joe
1	Freightliner 114SD Chassis 370 HP Allison Automatic 66,000 GWWR

This quote does not include any federal, state, or local taxes.

\* In stock equipment are subject to prior sale. \*

**This Quote is valid for 30 Days.**

**TOTAL \$488,946.00**

**Please contact me if I can be of further assistance.**

**BIRMINGHAM OFFICE**

2800 Powell Avenue  
Birmingham, AL 35233  
Ph: (205) 324-3104  
Fax: (205) 324-2679

**MOBILE OFFICE**

2025 West I-65 Service Road North  
Mobile, AL 36618  
Ph: (251) 631-3766  
Fax: (251) 631-3768

**SHELBYVILLE OFFICE**

3196 Highway 231 North  
Shelbyville, TN 37160  
Ph: (615) 696-7066  
Fax: (615) 413-5323

**STONECREST OFFICE**

2601 South Stone Mountain Lithonia Road  
Stonecrest, Georgia 30058  
Ph: (706) 685-6900  
Fax: (706) 609-3491





THIS CHANGES  
EVERYTHING.  
AGAIN.



**VACTOR®**  
**2100i**

# Maximized Water Management llc

# Quotation 175

P.O. Box 57

Phone 208-716-0116

## Quotation For:

City of Port St. Joe

Water Department

Water Plant Road

Port St. Joe FL 32456

DATE 10/3/2022

Quotation # 175

Customer ID

Quotation valid: 17/Oct/22

Prepared by: BF

BF

Each AVR order includes a second set of teeth plates and 10 stainless steel basket rods

850-229-6395

John Murnan

johnmurnan@gmail.com

850-867-3999

P.O. NUMBER	SHIP DATE	SHIP VIA	TERMS
			50% due at order

Due to the market volatility of materials, we can only guarantee quotes for 14 days

50% due on receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	8 Foot HD FX AVR (1600 Lbs)	\$ 23,950.00	23,950.00
1	AVR Removable Pin-Bracket	\$3,200.00	3,200.00
1	Freight with insurance	3,260.00	3,260.00
	Plascoat finish for improved steel protection		4,500.00
SUBTOTAL			\$ 34,910.00
TAX RATE ???			
SALES TAX			-
OTHER			-
TOTAL			\$ 34,910.00

Aquatic Vegetation Rake (AVR) is a Sole Source product that was invented and is manufactured and distributor by

William Fuchs Owner of Maximized Water Management LLC.

If you have any questions concerning this quotation contact Bill Fuchs,

Phone, 208-716-0116, Email bill@maximizedwatermanagement.com

Due to the market volatility of materials, we can only guarantee quotes for 14 days

**THANK YOU FOR YOUR INQUIRY AND BUSINESS!**





October 13, 2022

Kevin Pettis  
Waste Water Treatment Facility Manager  
City of Port St Joe, Florida

### **SOLE SOURCE JUSTIFICATION**

This letter will certify InSitu Microbial Solutions, LLC (In Situ) as a sole source supplier.

In Situ sells a proprietary blend of naturally occurring microbes specifically blended for the wastewater treatment industry. InSitu purchases several pure strains of bacteria from microbiology labs, then grows them up to specific cell counts designed for each job. The fully grown cultures are delivered to the job site at the specific time the grow-out cycle is maximized, thus ensuring maximum potential benefit.

The pure bacteria strains are available on the open market for sale to anyone, however, no one to our knowledge blends these specific microbes followed by our grow-out process to obtain a certain number of viable cells as InSitu.

Thank you for your consideration.

Thomas A. Richards &  
Ronald P. DeBenedetto  
In Situ Microbial Solutions, LLC  
Managing Members

**GOODS & SERVICES**

**AGREEMENT**

**BETWEEN**

**IN SITU MICROBIAL SOLUTIONS, LLC**

**AND**

**CITY OF PORT ST. JOE, FL., MUNICIPAL WASTE WATER TREATMENT FACILITY  
FOR**

**MICROBIAL TREATMENT OF WWTP POND**

This AGREEMENT is made on **November 1, 2022** (the "Effective Date")

between

**In Situ Microbial Solutions, LLC**, a company having its main or registered office at 1923 Clearmont St., Mobile, AL, 36606 ("Seller").

and

**City of Port St. Joe, FL, Municipality Wastewater Plant**, having its main or operating office at 455 Industrial Rd. (CR 382), Port St. Joe, FL, 32456 ("Buyer").

Seller and Buyer are hereinafter collectively referred to as the "parties."

**WHEREAS:**

1. Buyer wishes that certain Goods and/or Services shall be provided in accordance with the terms of this Agreement; and
2. Seller agrees to provide the Goods and/or Services in accordance with the terms of this Agreement.

**NOW:**

The parties hereby agree as follows:

**1. Work Scope**

This Goods and Services Agreement ("Agreement") between the City of Port St. Joe, Florida, Wastewater Treatment Plant ("Buyer") and In Situ Microbial Solutions, LLC, ("Seller"), sets forth the scope, duration and terms and conditions pursuant to which SELLER is to furnish a **Proprietary Bacterial Complement and Technical Consulting**, and associated Goods and/or Services (individually and/or collectively, "Work"), including necessary tools, equipment, materials, supplies (other than those materials and supplies furnished by BUYER), transportation, and cleanup.

- 1.1 Seller will provide their proprietary blend of naturally occurring microbes on a monthly basis in order to effect the reduction of Volatile Suspended Solids (VSS) and nitrate

values in the Buyer's retention pond. Since microbial action can only effect VSS and not the total TSS, the reduction of solids can most accurately be measured on the VSS results.

- 1.2 Samples for tracking TSS/VSS will be taken prior to the polishing filter system and analyzed via an independent lab, averaged monthly. Due to the lack of prior data for the proposed sample point, values will be compared to the previous values as time progresses, starting with the initial TSS/VSS prior to the first application of microbes.
- 1.3 It is anticipated that a 10% reduction of VSS values should be achieved within the first ninety (90) days. A 30% to 50% total reduction of VSS values verses initial values is expected within six months' time.
- 1.4 Seller will provide additional quantities of microbes in addition to the regular monthly inoculations during summer months as needed to maintain VSS values as low as possible to the best of Seller's ability at no additional cost over contract terms.
- 1.5 Seller will bill Buyer monthly after each regular inoculation is completed.
- 1.6 Buyer will provide power and water connections, restroom facilities and other equipment as needed by Seller.
- 1.7 Buyer's employees will be responsible for adding the Seller's products to the facility's retention lagoon.
- 1.8 Tentative starting date for the program is November 1, 2022.

## **2. Price.**

The monthly cost for Seller's goods and services shall be \$8,000.00 plus taxes (FOB Port St. Joe wastewater plant).

## **3. Termination.**

Buyer may terminate this Agreement by giving no less than thirty day's written notice and in such case shall reimburse the reasonable, necessary cost incurred by Seller up to the date of the termination notice where Services or products are concerned.

## **4. Duration**

- 4.1 This Agreement is effective as of **November 1, 2022** (the "Effective Date") and shall remain in effect until **October 31, 2023**, or until terminated prior to this date as provided herein.
- 4.2 Seller undertakes to provide the Goods and/or Services in accordance herewith and as may be more particularly specified in any Purchase Order issued hereunder
- 4.3 Prior to termination, it is understood that BUYER may request a review and modification of this "Agreement".

## 5. Method of Payment and Taxes

- 5.1 Seller shall submit to Buyer monthly invoices in accordance with the Agreement. Buyer shall pay Seller within ten (10) days of receipt by Buyer.
- 5.2 “Tax” or “Taxes” shall include the following taxes: federal, state, and local sales and excise taxes, sales and transaction taxes, gross receipts taxes, utility taxes, or any other taxes that Seller may be required to collect or pay on the transactions governed by the Agreement.
- 5.3 All amounts invoiced under the Agreement including taxes and duties shall be clearly identified separately on the invoice and shall be paid by Buyer unless Buyer furnishes a properly completed sales tax exemption certificate or a direct payment permit certificate.

## 6. Force Majeure

- 6.1 “Force Majeure” means any of the following events:
  - (a) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
  - (d) Earthquake, flood, rainfall in amounts exceeding a 50-year storm event over a 24-hour period, fire, named cyclone/**hurricane**/typhoon, tidal wave, explosion and/or other natural physical disaster, but excluding weather conditions as such regardless of severity;
  - (e) Strikes at a national or regional level or industrial disputes at a national or regional level, or strikes or industrial disputes by labor not employed by the affected party, its subcontractors, or its suppliers and which affect a substantial or essential portion of the provision of Goods and/or Services;
  - (f) Maritime or aviation disasters;
  - (g) Changes to any general or local statute, ordinance, decree, or other law, or any regulation or by-law of any local or other duly constituted authority or the introduction of any such statute, ordinance, decree, law, regulation, or by-law;
- 6.2 A party will not be in breach of its obligations under the Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations if and to the extent that such delay or failure is directly caused by Force Majeure and is beyond the reasonable control of the party. Buyer will be relieved from any obligation to make payments to Seller for Goods and/or Services to be provided under the Agreement for or so long as the supply of Goods and/or Services is impacted by Force Majeure.
- 6.3 If Seller’s performance under the Agreement is prevented, hindered, or delayed by an event of Force Majeure for a period exceeding one (1) month, either party may in its absolute discretion terminate the Agreement upon giving written notice of termination.

## 7. HSSE

- 7.1 In performing all work in connection with this Agreement, the parties shall ensure that their Personnel will comply with all applicable laws.

- 7.2 Whenever Seller's Personnel are on a Worksite, they shall behave in a manner which is consistent with Buyer's requirements for the management of health, safety, security, and environmental protection set forth herein, as well as any rules, procedures, or codes of practice in force at the relevant Worksite.

## **8. Process Information and Content.**

Seller will use reasonable efforts to provide accurate and up-to-date information to the Buyer but makes no warranties or representations of any kind as to its accuracy, currency, or completeness. Buyer agrees that access to and use of Seller's technical information and the content thereof is at Buyer's own risk. Seller disclaims all warranties, express or implied, including warranties of merchantability or fitness for a particular purpose. Neither Seller nor any party involved in creating, producing, or delivering this product shall be liable for any damages, including without limitation, direct, incidental, consequential, indirect, or punitive damages, arising out of access to, use of or inability to use Seller's product, or any errors or omissions in the content thereof. This limitation includes damages to any non-Seller bacteria or algae that infect your wastewater facility during our treatment period.

## **9. Confidential Information.**

Any information provided by the Seller to the Buyer concerning product, product formulation, or processes shall be kept confidential by the Buyer. Any information or documentation provided by the Seller to the Buyer concerning Seller's products, product formulation or processes shall be treated as confidential and proprietary to the Seller and shall not be disclosed by the Buyer to any other persons or entities without written consent from the Seller. Buyer acknowledges that the Seller's products, product formulation and processes are unique and vulnerable to duplication by competitors of Buyer or Seller causing great damage to the Seller in the event of such misappropriation.

## **10. Resale or Transfer.**

- 10.1 Buyer agrees that the nature of Seller's products, product formulation, and processes are confidential and proprietary to Seller, and as such Buyer shall not resale or transfer or disclose such to any third party without Seller's written consent.
- 10.2 Seller shall be free to use any ideas, concepts, know-how or techniques obtained, developed, or discovered during the contract period for any purpose whatsoever, including but not limited to, developing, manufacturing, and marketing Seller's products and services.

## **11. Waiver.**

Failure by either party to enforce a provision of the Agreement shall not be construed as affecting the enforceability of any other provision hereof.

## **12. Notice of Breach/Problems and Opportunity to Correct.**

In the event Buyer determines or suspects Seller's products and services are not attaining necessary levels of treatment, Buyer shall promptly give Seller written notice of such violations, problems, or suspicions, and afford Seller reasonable opportunity to make alterations or corrections in order to attain adequate treatment levels.

## **13. Arbitration.**

In the event there arises any dispute, disagreement, or claim between the parties concerning this Agreement or its performance, the parties hereby agree that all such claims, disputes, and/or disagreements shall be resolved by way of arbitration, which arbitration shall be conducted in Mobile County, Alabama and decided by the sole arbitrator being a former Circuit Judge of Mobile County, Alabama or such other person being appointed by the Presiding Judge of the Circuit Court of Mobile County, Alabama.

## **14. Indemnity.**

- 14.1 Buyer agrees to indemnify Seller and its directors, officers, and employees from and against any claims and liabilities arising from Buyer's use of Seller's products or services in its operations without regard as to whether such costs and liabilities were the fault of Buyer or Seller.
- 14.2 Buyer agrees to pay Seller's attorney fees and other costs incurred in connection with collection of any unpaid amounts owing under this agreement.

## **15. Disclaimer of Warranties.**

Seller makes no warranties of merchantability or fitness for a particular purpose or any other warranties of quality, product performance, or Buyer's satisfaction, whether expressed or implied. Buyer further agrees that Seller shall not be liable for any consequential damages sustained by reason of the use of Seller's products or services hereunder. Any liability of the Seller hereunder will be limited to the amount paid by Buyer to Seller for product and services provided hereunder.

## **16. Notice.**

Any notice or other communication to be given under this Agreement or a Purchase Order shall:

- (a) be in English and in writing;
- (b) be delivered by hand, registered post or via email to the relevant party at the address below or such other address as a party may from time to time designate by written notice to the other;
- (c) take effect only upon actual receipt, evidenced in writing, at the appropriate address.

For BUYER:

City of Port St. Joe, Florida, Waste Water Treatment Plant  
455 Industrial Rd. (CR 382)  
Port St. Joe, FL  
32456  
kpettis@psj.fl.gov

For SELLER:

In Situ Microbial Solutions, LLC  
1923 Clearmont St.  
Mobile, Alabama  
36606  
thomas.richards@insitumicrobe.com

In witness whereof the parties have executed this Agreement on the dates indicated below:

**For Seller**

Name:	Thomas A. Richards	Signature:	
Title:	Managing Member	Date:	

**For Buyer**

Name:	Kevin Pettis	Signature:	
Title:	Facility Manager	Date:	





Dewberry Engineers Inc.  
324 Marine Drive  
Port Saint Joe, FL 32456

850.227.7200  
850.227.7215 fax  
www.dewberry.com

October 14, 2022

Mr. Jim Anderson, City Manager  
City of Port St. Joe  
P. O. Box 278  
Port St. Joe, FL 32457

**RE: Wastewater Treatment Plant Operating Permit Renewal**

Dear Mr. Anderson:

At your request, Dewberry has prepared a proposal to renew the City's WWTF Permit No. FLA 0020206. The active permit expires on August 30, 2023. In order to comply with the conditions of the permit, the City must submit an application for renewal no later than 180 days prior to the expiration date (February 30, 2023).

Please find attached a scope identifying services required to complete the renewal application. Included in the scope of services are the Capacity Analysis Report and Operation and Maintenance Performance Report required to be submitted as part of this permit renewal as stated in the conditions of the active permit. These reports must be produced by a Florida-registered engineer and co-signed by the operator and owner.

Dewberry proposes to provide these services for a lump sum of \$23,000.00. If this proposal is agreeable to you, please sign in the space provided below and return one copy to Dewberry. Feel free to call me at (850) 227-7200 anytime you have questions concerning this proposal.

Sincerely,  
**DEWBERRY**

Philip Jones, PE, BCEE  
Associate Vice President

ACCEPTED BY:

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

Attachment

Cc: Josh Baxley, PE  
Kevin Pettis, Plant Operator





Exhibit A

**PROPOSED SCOPE OF SERVICES  
For The  
CITY OF PORT ST. JOE  
WASTEWATER TREATMENT FACILITY  
PERMIT RENEWAL  
October 14, 2022**

This Scope of Services is for the purpose of Dewberry as the ENGINEER to provide professional services for the Wastewater Treatment Facility permit renewal for the City of Port St. Joe (City) acting by and through its Commission.

**SCOPE OF SERVICES**

**A. PERMITTING SERVICES**

1. Coordinate with client and FDEP
2. Prepare FDEP Form 62-620.910(1)
3. Prepare FDEP Form 62-620.910(2A)
4. Prepare Attachments and Figures
5. Address Formal Requests from FDEP \$ 6,000.00

**B. CAPACITY ANALYSIS REPORT**

1. Quantify and Tabulate Historical Flow Data
2. Compare Design and Current Plant Loadings
3. Determine 10-year Flow Projections
4. Present Recommendation in Report Format and submit with Permit application \$ 8,000.00

**C. OPERATION AND MAINTENANCE PERFORMANCE REPORT**

1. Field Site Visit
2. Evaluate the Physical Condition of the Facility
3. Evaluate Treatment Efficiencies
4. Identify Performance Trends
5. Evaluate the Operation and Maintenance Program
6. Identify Problems, Treatment Deficiencies and Corrective Actions
7. Produce the Operation and Maintenance Performance Report and Submit with permit application \$ 9,000.00

**TOTAL PROPOSED FEE \$23,000.00**

NOTE: The following services are not included in this proposal:

1. Permit Renewal Application Fees
2. Laboratory Fees

# Grants Updated- 10/18/22

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 10/13/22
FDOT	\$100,000	Hwy 98 Beautification Grant 10/13/22