

Holland & Knight

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Holland & Knight LLP | www.hklaw.com

D. Bruce May, Jr.
(850) 425-5607
bruce.may@hklaw.com

January 10, 2020

Via E-Mail

Dylan Andrews
Public Utilities Analyst II
Division of Accounting and Finance
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket 20190118-WU -- Application for increase in water rates in Gulf County
by Lighthouse Utilities Company, Inc.

Dear Mr. Andrews:

Lighthouse Utilities Company, Inc. (the “Utility”) respectfully submits its second supplemental response to Staff’s second data requests nos. 1, 2, 4, 5, and 10 dated November 25, 2019 (“Data Requests”). For ease of reference, the Data Requests are repeated verbatim herein, with the Utility’s second supplemental response immediately following each item.

1. Please provide the most recent actual and estimated rate case expense, in addition to detailed explanations, calculations, and support documentation to justify estimated expense to complete this rate case.

Response: The updated rate case expense projection sheet for Holland & Knight was provided in the Utility’s response dated December 31, 2019 and supporting invoices were previously provided in the Utility’s response dated December 23, 2019. The updated rate case expense projections for Roberson & Associates and Dewberry, along with supporting invoices, are appended as Composite Attachment 1.

2. Please provide a statement detailing which audit finding(s) the Utility agrees with. For each finding the Utility disagrees with, please provide a detailed explanation of the disagreement as well as support documentation.

Response: In its response to Audit Finding 4, the Utility indicated that it was unable to locate certain promissory notes it believed to be lost in Hurricane Michael. The Utility, however, has located the note to the Amanda Flowers Trust in the amount of \$55,000 dated 2008. Appended as Attachment 2 is the Utility’s revised Audit Response Schedule 3, reflecting the inclusion of this note.

Mr. Dylan Andrews

January 10, 2020

Page: 2

4. Please refer to the Utility's response to staff's first data request, question 3. Please provide the Lease Agreement with The St. Joe Company.

Response: Please see Attachment 3, which contains the Lease Agreement dated October 15, 2014.

5. Please refer to MFR Volume I, Schedule F-3. Please provide documentation to support the Utility's listed Required Fire Flow.

Response: The fire flow information in MFR Volume I, Schedule F-3 is misstated. The correct fire flow used by the Utility's engineers is 500 gallons per minute (gpm) over a 2 hour period. This is standard fire flow rates used by Dewberry Engineers for water utility planning purposes. An updated MFR Volume I, Schedule F-3 is appended as Attachment 4.

10. Please refer to the Utility's response to staff's first data request, question 19. Please provide the bids that the Utility received for the improvement project.

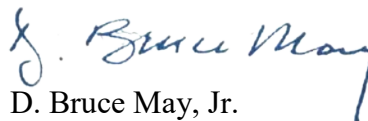
Response: As previously indicated, Dewberry was the only entity that bid on the project. The bid documentation is appended as Attachment 5.

* * *

Should you have any questions regarding the foregoing, please do not hesitate to contact me. Thank you for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May, Jr.

DBM:kjg

Enclosures

cc: Jennifer Crawford, Esq.
Kristen Simmons, Esq.
Andrew L. Maurey
Office of Commission Clerk
Patricia Christensen, Esq.
William J. Rish, Jr.

Composite

Attachment 1

Lighthouse Utilities Company, Inc.
 Docket 20190118-WU
 Test Year Ended: December 31, 2018
Roberson & Associates, Pa.

- Actual Accounting Fees through December 31, 2019 (Invoices & Report Attached): \$28,830
- Actual Costs through December 31, 2019 (Invoices Attached): N/A

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

Hours	Description
0	Respond to Staff requests for documentation, including research and correspondence and other information to answer each point in requests
0	Review and respond to Staff's audit inquiries.
4	Attend customer meeting in Gulf County; pre- and post-meeting conferences with client.
10	Review Staff and Field Auditors recommendations, correspondence with client and consultants, respond to recommendations and resulting conference staff and client.
9	Travel to and from Tallahassee; Prepare for and attend Agenda conference; Discuss Agenda with client and staff.
2	Review PAA Order; conference with client and consultants regarding PAA order.
1	Prepare revised tariffs.
26 @ 120/hr	\$3,120 TOTAL ESTIMATED ACCOUNTING FEES

Estimate of costs to complete:

\$ 116 Attend Customer Meeting and Agenda Conference (including travel)

\$ 116 TOTAL ESTIMATED AND UNBILLED COSTS

TOTAL ACTUAL AND ESTIMATED FEES: \$ 31,950.00

TOTAL ACTUAL AND ESTIMATED COSTS: \$ 116.00



**ROBERSON &
ASSOCIATES, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

116A Sailors Cove Drive
Port St. Joe, FL 32456

Port St. Joe - Apalachicola

www.rapacpas.com

Lighthouse Utilities, Inc.
P.O. Box 428
Port St. Joe, FL 32457

Date	Invoice #
12/31/2019	PSJ20-0004

Item	FOR PROFESSIONAL SERVICES RENDERED	Amount
General Accounting-PSJ	Progress billing through December 31, 2019 for accounting fees related to PSC rate case.	28,830.00
Please Remit Payment to: 116A Sailors Cove Drive Port St. Joe, FL 32456 (850) 227-3838		Total \$28,830.00

WE NOW ACCEPT VISA, MASTERCARD & DISCOVER

Lighthouse Utilities Company, Inc.
 Docket 20190118-WU
 Test Year Ended: December 31, 2018
Dewberry Engineers

- Actual Engineering Fees through December 27, 2019 (Invoices & Report Attached): \$867.00
- Actual Costs through December 27, 2019 (Invoices Attached): N/A

ESTIMATE TO COMPLETE RATE CASE THROUGH PAA ORDER

<u>Hours</u>	<u>Description</u>
5	Respond to Staff requests for documentation, including research and correspondence and other information to answer each point in requests.
4	Attend customer meeting in Gulf County; pre- and post-meeting conferences with client.
10	Travel to and from Tallahassee; Prepare for and attend Agenda conference; Discuss Agenda with client and staff.
2	Review PAA Order; conference with client and consultants regarding PAA Order.
21 @ 240/hr	\$ 5,040 TOTAL ESTIMATED ATTORNEY FEES

Estimate of costs to complete:

\$ 116 Attend Customer Meeting and Agenda Conference (including travel)

\$ 116 TOTAL ESTIMATED AND UNBILLED COSTS

TOTAL ACTUAL AND ESTIMATED FEES: \$ 5,040.00
TOTAL ACTUAL AND ESTIMATED COSTS: \$ 116.00

INVOICE



Please remit to: DEWBERRY ENGINEERS INC.
P.O. Box 821824
Philadelphia, PA 19182-1824
(703)849-0100 TIN: 13-0746510

Bill To: LIGHTHOUSE UTILITIES
ATTN: MR. WILLIAM J. RISH
P.O. BOX 428
PORT ST. JOE FL 32456

Invoice #: 1787370
Invoice Date: 1/7/2020
Due Date: 2/6/2020
Client #: 499693
Contract #: 50120432
Batch #: 2921482

Work Performed Thru Period Ending 12/27/2019

Job: 50120432 PSC Rate Case

TIME & MATERIAL BILLING

Task ID	Task Description			CURRENT PERIOD BILLING			
N001	PSC Rate Case Services	NTE Amount	\$	5,000.00	Hours	Rate	Amount
	Description	Prev Amount Billed	\$.00	.20	135.000	\$ 27.00
	ADMIN PROFESSIONAL IV			3.50	240.000	\$ 840.00	
	ENGINEER IX			TOTAL HOURLY LABOR	3.70	\$ 867.00	
				TOTAL FOR	N001	\$ 867.00	

TOTAL FOR JOB: 50120432 \$ 867.00

TOTAL INVOICE AMOUNT DUE \$ 867.00
BY 2/6/2020

Please Reference Invoice Number with Payment

This invoice is due and payable within 30 days of the invoice date. Any questions pertaining to the above should be brought to the attention of Dewberry immediately. Thank you.

This invoice accurately reflects the terms and conditions of our agreement and the amount hereon is correct.
PHILIP ALAN JONES

Lighthouse Utilities Company, Inc. Docket
20190118-WU
Test Year Ended: December 31, 2018
Lighthouse Utilities Company, Inc.

- Actual Mailing and Postage Costs for Customers Notices (Invoices Attached): \$842.50.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Application for increase in
water rates in Gulf County
by Lighthouse Utilities Company, Inc.

Docket No. 20190118-WU

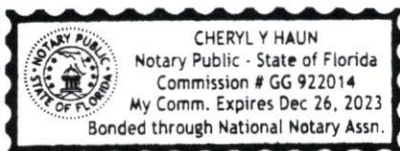
**AFFIDAVIT OF MAILING INITIAL CUSTOMER NOTICE AND
NOTICE OF CUSTOMER MEETING**

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared Mr. Jackie Evans who, after being duly sworn on oath, deposes and says that he is the billing clerk for Lighthouse Utilities Company, Inc. (the "Utility") and on January 9, 2020, he did send by United States Mail a copy of the attached Commission-approved Initial Customer Notice and Notice of Customer Meeting to all customers within the service area of the Utility, and all persons in the service area who have a filed a written request for service or have been provided a written estimate for service within twelve (12) calendar months prior to the month the Application was filed.

FURTHER AFFIANT SAYETH NAUGHT.

Jackie E. Evans

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of January, 2020, by Jackie Evans, as billing clerk of Lighthouse Utilities Co, who is personally known to me or who has produced _____ as identification.



Cheryl Y. Haun
Print Name: Cheryl Y. Haun
Notary Public, State of Florida
Commission #: GG922014
My Commission Expires: 12/26/2023



Postage Statement—First-Class Mail— Easy Nonautomation Letters, Cards, or Flats

Use this form for First-Class Mail.

Mailer	Permit Holder Name, Address, Email, Telephone		LIGHTHOUSE UTILITIES P O BOX 428 PORT ST JOE FL 32457	jevans@lighthouseutilities.com 850-227-7427
	CRID			

Mailing	Federal Agency Cost Code	Statement Seq. No.	Total Pieces 1685	Permit No. 111	Weight of a Single Piece 0.0239 pounds
	Post Office of Mailing PORT ST JOE	Mailer's Mailing Date 1/9/2020	Total Weight 40.27 LBS	Processing Category <input checked="" type="checkbox"/> Letters (including postcards) <input type="checkbox"/> Flats	No. & Type of Containers ____ Sacks <input checked="" type="checkbox"/> Trays ____ Pallets
	Type of Postage <input checked="" type="checkbox"/> Permit Imprint <input type="checkbox"/> Precanceled Stamps <input type="checkbox"/> Metered	Move Update Method <input type="checkbox"/> Ancillary Service Endorsement <input type="checkbox"/> NCOA Link <input type="checkbox"/> ACS	<input type="checkbox"/> Alternative Method <input type="checkbox"/> Multiple <input type="checkbox"/> OneCode ACS <input type="checkbox"/> n/a Alternative Address Format	This is a Political Campaign Mailing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No This is Official Election Mail <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Category	Presort Level	Price	Number of Pieces	Total Postage
Postcards Eligible for Postcard Prices	B1 Presorted	\$0.280	x	
	B2 Single-Piece	\$0.35	x	
Letters	B3 Presorted		x	
	B5 Nonpresorted/Single-Piece	\$0.50	x 1685	\$ 842.50
Flats	B12 Presorted		x	
	B13 Single-Piece		x	
Total Postage (Add parts totals)				\$ 842.50

Price at Which Postage Affixed (Check one). Correct Lowest Neither
Complete if mailing includes pieces bearing metered/PC Postage or precanceled stamps. _____ pcs. x \$ _____ = **Postage Affixed**

Permit # 111 **Net Postage Due (Subtract postage affixed from total postage)**

USPS Use Only	Additional Postage Payment (State reason)	
	For postage affixed, add additional payment to net postage due; for permit imprint, add additional payment to total postage.	Total Adjusted Postage Affixed
	Postmaster: Report Total Postage in AIC 121 (Permit Imprint Only)	Total Adjusted Postage Permit Imprint

Certification
The mailer's signature certifies acceptance of liability for and agreement to pay any revenue deficiencies assessed on this mailing, subject to appeal. If an agent signs this form, the agent certifies that he or she is authorized to sign on behalf of the mailer and that the mailer is bound by the certification and agrees to pay any deficiencies. In addition, agents may be liable for any deficiencies resulting from matters within their responsibility, knowledge, or control. The mailer hereby certifies that all information furnished on this form is accurate, truthful, and complete; that the mail and the supporting documentation comply with all postal standards and that the mailing qualifies for the prices and fees claimed; and that the mailing does not contain any matter prohibited by law or postal regulation. I understand that anyone who furnishes false or misleading information on this form or who omits information requested on this form may be subject to criminal and/or civil penalties, including fines and imprisonment.
Privacy Notice: For information regarding our Privacy Policy visit www.usps.com.

Signature of Mailer or Agent 	Printed Name of Mailer or Agent Signing Form JACKIE E EVANS	Telephone 850-227-7427
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USPS Use Only	Weight of a Single Piece _____ pounds	Total Weight	Are postage figures at left adjusted from mailer's entries? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, reason:	Round Stamp (Required) Payment Date	
	Total Pieces	Total Postage			
	Presort Verification Performed? (If required) <input type="checkbox"/> Yes <input type="checkbox"/> No				
	I CERTIFY that this mailing has been inspected for each item below if required: (1) eligibility for postage prices claimed; (2) proper preparation (and presort where required); (3) proper completion of postage statement; (4) payment of annual fee; and (5) sufficient funds on deposit (if required)			Date Mailer Notified	Contact
	USPS Employee's Signature			By (Initials)	Time AM PM

First Class Mail EZ—Instructions

Use this form for postcards, letters, or flats eligible for First-Class Mail nonautomation prices.

Step 1: Complete Mailer and Mailing sections on page 1 applicable to the mailing presented. For all sections not applicable, enter N/A.

Step 2: Complete the Postage section for the applicable category—Cards Eligible for Card Prices, Letters or Flats, as follows:

Determine the per-piece price for Cards Eligible for Card Prices, presorted or single piece.

Determine the per-piece price for Letters or Flats based on the weight of a single piece and the presort level.

Multiply the number of pieces by the corresponding postage price. (Permit Imprint mailings, round off to four decimal places; Postage Affixed mailings, round off to three decimal places).

Step 3: Add the postage. Enter sum in Total Postage, rounded off to two decimal places.

Step 4: Mailings with postage affixed, complete the Postage Affixed line. (Permit Imprint go to Step 5).

Check the applicable box, Price at Which Postage Affixed - Correct, Lowest, or Neither. Multiply the number of pieces times the actual amount of postage affixed.

Enter the result in the Total column.

Subtract the amount of Postage Affixed from the Total Postage and enter the remainder in Net Postage Due.

Step 5: Read and sign the Certification section, including your telephone number.

For more information on mailing standards, prices, and fees, please go to Postal Explorer at pe.usps.com.

PORT SAINT JOE
502 GARRISON AVE
PORT SAINT JOE, FL 32456-9998
117740-0771
(800)275-8777
01/09/2020 12:43 PM

Product	Qty	Unit Price	Price
Cust Permit Dep (Permit Type:Permit Imprint) (Permit Number:111) (Permit Acct Number:466068) (Customer Name:LIGHTHOUSE UTILITIES)			\$842.50
Total:			\$842.50
Personal/Bus Check			\$842.50

Preview your Mail
Track your Packages
Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

HELP US SERVE YOU BETTER
TELL US ABOUT YOUR RECENT
POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>
840-5320-0447-002-00031-92980-02

or scan this code with
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-53200447-2-3192980-2
Clerk: 11

Attachment 2

**AUDIT RESPONSE
SCHEDULE 3**

PROMISSORY NOTE

Port St. Joe, Florida

\$55,000.00

For value received, LIGHTHOUSE UTILITIES, INC., promises to pay to the order of:

**AMANDA T. FLOWERS,
AS CUSTODIAN FOR CRAIG TURNER FLOWERS
c/o L. S. FLOWERS, JR.
P.O. BOX 997
THOMASVILLE, GA 31799-0997**

the sum of **FIFTY FIVE THOUSAND** -----(\$55,000.00)----
DOLLARS, Ninety (90) days from **DEMAND**, together with
interest from April 20, 2006, at the rate of Seven--(7%)--
Percent per annum payable semi-annually.

If any installment of this Note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protect. If placed in the hand of an attorney for collection, we jointly and severally agree to pay a reasonable attorney's fees.

LIGHTHOUSE UTILITIES, INC.

Due: 90 days from demand
Address: Port St. Joe, FL



WILLIAM J. RISH
President



CAROL T. RISH
Secretary

This note was previously authorized in the meeting of the Board of Directors

PROMISSORY NOTE

Port St. Joe, Florida

\$160,000.00
May 10, 2007

For value received, LIGHTHOUSE UTILITIES, INC., promises to pay to the order of:

**MARGARET FLOWERS RICH AS TRUSTEE
FOR MARGARET A. FLOWERS IRREVOCABLE TRUST
1135 Gordon Avenue
THOMASVILLE, GA 31792**

the sum of **ONE HUNDRED SIXTY THOUSAND ----(\$160,000.00)---DOLLARS**, with interest from **March 25, 2007**, at the rate of **prime less ¼%**, said rate currently being **EIGHT(8%) percent** per annum and shall be adjusted **semi-annually**. Interest shall be paid **QUARTERLY**, and the principal and any unpaid interest shall be due one hundred twenty (120) days from **DEMAND**.

If any installment of this Note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protect. If placed in the hand of an attorney for collection, we jointly and severally agree to pay a reasonable attorney's fees.

LIGHTHOUSE UTILITIES, INC.

**Due: 120 days from demand
Address: Port St. Joe, FL**



WILLIAM J. RISH
President



CAROL T. RISH
Secretary

This note was previously authorized in the meeting of the Board of Directors

PROMISSORY NOTE

Port St. Joe, Florida

\$25,000.00

June 1, 2010

For value received, **LIGHTHOUSE UTILITIES, INC.**, promises to pay to the order of:

CATHERINE R. WOMAC

4425 Pinehollow Ct.

Alpharetta, GA 30022

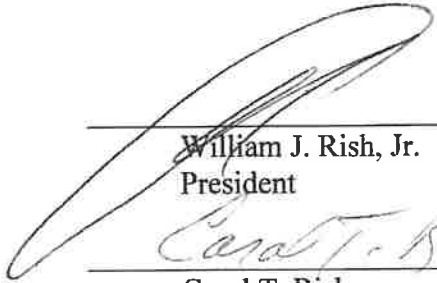
the sum of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS**, one hundred twenty (120) days from **DEMAND**, together with **interest from June 1, 2010**, at the rate of **8% per annum payable semi-annually**.

If any installment of this note is not paid at the time and place specified, the entire amount unpaid shall be due and payable at the election of the holder hereof. All parties hereto, whether makers, endorsers, sureties, guarantors or otherwise, hereby waive demand, notice and protest. If placed in the hands of an attorney for collection, we jointly and severally agree to pay a reasonable attorney's fees.

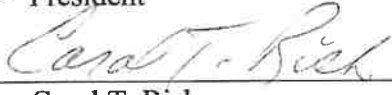
LIGHTHOUSE UTILITIES, INC.

DUE: 120 days from demand

Address: Port St. Joe, Florida



William J. Rish, Jr.
President



Carol T. Rish
Secretary

This note was previously authorized in the meeting of the Board of Directors.

PROMISSORY NOTE

U.S. \$600,000.00

Port St. Joe, Florida
May 31st, 2013

1. **Promise to Pay.** For value received, LIGHTHOUSE UTILITIES COMPANY, a Florida corporation, (collectively "Maker"), promise to pay to the order of MARGARET FLOWERS RICH AND LANGDON S. FLOWERS, JR. AS TRUSTEES OF THE ELIZABETH POWELL FAMILY TRUST CREATED UNDER ARTICLES 7 AND 10 OF THE REVOCABLE TRUST OF LANGDON S. FLOWERS DATED 7/11/06 and its successors, heirs, personal representatives, and assigns (collectively, "Payee"), the sum of SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$600,000.00) (the "Principal"), plus interest on the Principal from time to time remaining unpaid (the "Interest") at the rates and in the manner set forth in this Note.

2. **Payments; Maturity Date.**

(a) Interest shall be payable at a rate of Eight Percent (8%) per annum, calculated on the basis of the actual number of days elapsed divided by 365 (the "Interest Rate"). Maker shall make monthly payments of Interest Only for a period of sixty (60) months, with the first such payment being due and payable on the 1 day of July, 2013. THIS NOTE IS PAYABLE ON DEMAND AFTER 60 MONTHS PROVIDED THAT IF NO DEMAND IS MADE, MONTHLY INTEREST PAYMENTS WILL CONTINUE AT 8% PER ANNUM.

(b) All payments under this Note shall be made in lawful money of the United States of America at:

Or at such other place as Payee may from time to time designate in writing, and shall first be applied to charges made pursuant to Section 4, then to Interest, and the remainder to Principal.

(c) **Prepayment Penalty:** (i) There shall be no prepayment for 36 months; (ii) there shall be a 5% prepayment penalty for payoff prior to 48 months; and (iii) there shall be a 2% prepayment penalty for payoff prior to 60 months.

(d) Notwithstanding any other provision of this Note, neither the Interest Rate, nor the Default Rate (as subsequently defined), nor any other charge in the nature of interest shall exceed the maximum interest rate permitted by applicable law, rule, or regulation in effect from time to time, and it is the understanding and intention of the parties that Maker does not intend or expect to pay, nor does Payee intend or expect to charge, accept, or collect, any interest greater than the highest rate of interest which may be charged under applicable law, rule, or regulation in effect from time to time.

3. **Default and Late Charge.** If any payment of Principal, Interest, or other sum due Payee under this Note or the Mortgage is not paid when due, or if any default under this Note or the Mortgage occurs, or if any obligation of Maker under this Note or the Mortgage is not fully

performed, then this Note shall be in default. Upon the occurrence of a default under this Note, (a) Payee, at its option, may declare the entire unpaid principal balance of this Note, together with accrued Interest, to be immediately due and payable without notice or demand, and (b) the rate of Interest payable on this Note from the date of default shall be the highest rate per annum allowable by applicable law, rule, or regulation in effect from time to time (the "Default Rate"). The Default Rate shall accrue on both Principal and Interest due and unpaid as of the date of the default. In addition to payments of Principal and Interest, if a default under this Note exists, Payee shall be entitled to recover from Maker all of Payee's costs of collection, including Payee's reasonable attorneys' fees at all levels, whether for services incurred in collection, litigation, bankruptcy proceedings, appeals, or otherwise, and all other costs incurred in connection with such activities, on demand, with interest on such costs at the Default Rate.

Provided Payee has not exercised its right to accelerate the payment of this Note as hereinabove provided, a late charge of five (5%) of any payment of Principal or Interest required under this Note shall be imposed on each and every payment not received by Payee within ten (10) days after it is due. The late charge is not a penalty, but liquidated damages to defray administrative and related expenses due to such late payment. The late charge shall be immediately due and payable and shall be paid by the Maker to the Payee without notice or demand. This provision of a late charge is not and shall not be deemed a grace period. The collection of such late charge shall in no way limit the right of the holder hereof to exercise its right to declare a default hereunder in accordance with the terms and conditions of this Note.

4. **Waivers.** Maker and any endorsers, sureties, guarantors, and all others who are, or may become, liable for the payment of this Note (jointly and severally, the "Obligor") jointly and severally (a) waive presentment for payment, demand, notice of non-payment or dishonor, protest, and all other notices in connection with the delivery, acceptance, performance, default, or enforcement of the payment of this Note, (b) consent to all extensions of time, renewals, postponements of time of payment of this Note, or other modifications of this Note from time to time before or after the Maturity Date, whether by acceleration or in due course, without notice, consent, consideration to any of the foregoing, (c) agree to any substitution, exchange, addition, or release of any security for the indebtedness evidenced by this Note or the addition or release of any party or person primarily or secondarily liable on this Note or with respect to this Note, and (d) agree that Payee shall not be required first to institute any suit, or to exhaust its remedies, against Maker or any other person or party to become liable under this Note or against the security in order to enforce the payment of this Note.

5. **Submission to Jurisdiction.** Maker and all other obligors, jointly and severally, irrevocably, and unconditionally (a) agree that any suit, action, or other legal proceeding arising out of or relating to this Note may be brought at the option of Payee, in either a court of record of the State of Florida in GULF County or in the applicable United States District Court, (b) consent to the jurisdiction of each such court in any such suit, action, or proceeding, (c) waive any objection which any of them may have to the laying of venue of

any such suit, action, or proceeding in any of such courts, and (d) waive any right to a trial by jury if any suit or proceedings be brought to enforce or challenge the validity or enforceability of this Note and/or to foreclose the Mortgage.

6. Miscellaneous.

(a) The rights of Payee arising under this Note, and the rights allowed or permitted Payee by law or equity, shall be separate, distinct, and cumulative, and the selection of one remedy shall not preclude the selection of another or other remedies until Payee shall have recovered all sums due Payee, together with the appropriate interest on those sums and all costs of collection, including reasonable attorneys' fees, costs, and disbursements and all court costs, including those for appellate proceedings, with interest on them.

(b) This Note shall be construed, interpreted, enforced, and governed by and in accordance with the laws of the State of Florida, excluding its principles of conflicts of law, and federal law, in the event federal law permits a higher rate of interest than state law.

(c) Time shall be of the essence as to Maker's obligations under this Note.

(d) The captions of this Note are for convenient reference only, and shall not affect the construction or interpretation of any of the terms and provisions set forth in this Note. If any provision or portion of this Note is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion of this Note shall be deemed stricken and severed from this Note, and the remaining provisions and portions of this Note shall continue in full force and effect.

(e) This Note may not be amended, extended, renewed, or modified, and no waiver of any provision of this Note shall be effective, except by an instrument in writing executed by Payee. Any waiver of any provision of this Note shall be effective only for the specific purpose of which given.

THE PROPER DOCUMENTARY STAMP TAX HAS BEEN PAID.

LIGHTHOUSE UTILITIES COMPANY
a Florida corporation

By: 

William J. Rish, Jr., President

Address of Maker: 2010 Highway C, 30, Port St. Joe, FL 32456

Attachment 3

LEASE AGREEMENT

THIS LEASE is made effective the 15th day of October, 2014, by and between **THE ST. JOE COMPANY**, a Florida corporation ("Lessor"), and **GULF COAST REAL ESTATE GROUP, LLC**, a Florida limited liability company ("Lessee").

Background Facts

Lessor is the owner of office space located at 406 Marina Drive, Port St. Joe, Florida 32456 in Gulf County, Florida (the "Property"). The Property contains a building containing approximately 2,583 square feet, more particularly shown on **Exhibit "A"**, which is attached and incorporated hereto.

ARTICLE 1

Lease of Premises

Lessor, for and in consideration of the Rent set forth in Article 3 below and of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Lessee, does hereby demise, let and lease unto Lessee, and Lessee, for and in consideration of the foregoing demise by Lessor and of the covenants, promises and agreements herein contained and required to be kept, observed and performed by Lessor, does hereby lease and take as the Lessee from Lessor, the Property (the "Premises") for the Term set forth in Article 2 below and for the Permitted Use set forth in Article 5 below, and for no other purpose, and on those terms and conditions hereinafter specified in this Lease. Lessor hereby grants to Lessee during the Term of this Lease the right to use the furniture located in the Premises as described in **Exhibit "B"** attached hereto ("Furniture Inventory") and Lessee agrees the acceptance of the Furniture Inventory located in the Premises shall be "as is", without any agreements, representations, understandings or obligations on the part of Lessor to perform any further alterations, repairs or improvements and shall further constitute a waiver and release by Lessee of any claim or cause of action for damages from Lessor resulting from any error or omission. All items described in the Furniture Inventory shall remain the property of Lessor and shall be subject to the terms of this Lease. Lessee shall be responsible for any repairs to the Furniture Inventory.

Lessee and its employees and customers will have the non-exclusive right during the Term of this Lease to use the parking areas, streets, driveways, aisles, sidewalks, curbs delivery passages, leading areas and lighting facilities, and all other areas situated on or in the Property which are designated by Lessor, from time to time, as more particularly shown on **Exhibit "A."**

ARTICLE 2

Term

The term of this Lease shall commence on October 15, 2014 ("Commencement Date"), and shall terminate at midnight on April 14, 2016 ("Termination Date"), unless renewed, terminated or extended on the terms and conditions set forth herein ("Term").

Lessee shall have the right to extend the Term of this Lease ("Extension Option") for one additional eighteen (18) month period ("Extension Option Term"). Lessee shall exercise the Extension Option by delivering written notice to Lessor at least 180 days prior to the Termination Date of the initial Lease Term, provided that Lessee is not in default of the Lease on the date Lessee delivers its notice of exercising the Extension Option. In the event Lessee fails to exercise its Extension Option as and when required in the preceding paragraphs, Lessee shall be deemed to have irrevocably waived its right to that Extension Option. If the Term of this Lease is extended as aforesaid, all of the terms and conditions of

this Lease shall remain in full force and effect during the Extension Option Term (other than the right to extend the term of this Lease). The Base Rent payable during the Extension Option Term shall be determined by Lessor in Lessor's sole and absolute discretion. Lessor shall provide written notice to Lessee of its determination of the Base Rent for the Extension Option Term within 45 days after Lessee exercises its right to extend the Term.

ARTICLE 3

Rent

Lessee shall pay Lessor rent of and One Thousand Five Hundred and 00/100 Dollars (**\$1,500.00**) per month ("Base Rent") plus Two Hundred Fifty and 00/100 Dollars (\$250.00) per month for common area maintenance expenses ("CAM") plus all applicable sales or use taxes (collectively, "Rent") in advance due on or before the Commencement Date and on or before the first day of each calendar month every month thereafter without abatement, demand, deduction, recoupment or offset whatsoever, except as may be expressly provided for in this Lease. The Rent set forth above shall cover lawn maintenance, structural and exterior repairs to the Premises, and real and personal property taxes.

Base Rent, CAM, and any other amounts which Lessee is or becomes obligated to pay Lessor under this Lease or other agreement entered in connection herewith, are sometimes herein referred to collectively as "Rent," and all remedies applicable to the non-payment of Rent shall be applicable to any component thereof. Rent shall be paid at the office of The St. Joe Company at 133 S. WaterSound Parkway, WaterSound, Florida 32413 or at such other place as Lessor may designate in writing. Lessee's obligation to make such payments of Rent and any other sums of money under this Lease shall survive the termination or expiration of this Lease.

Other remedies for non-payment of Rent notwithstanding, if any monthly installment of Base Rent, CAM or other payment due under this Lease is not received by Lessor within ten (10) days of the due date of such payment, or if any payment due Lessor by Lessee which does not have a scheduled due date is not received by Lessor on or before the tenth (10th) day following the date Lessee was invoiced, Lessee shall pay, in addition to such payment and as Additional Rent, a late charge equal to five percent (5%) of the payment which is past due as liquidated damages for the additional administration costs incurred by Lessor as a result of such late payment. If any payment due from Lessee shall remain overdue for more than ten (10) days, interest shall accrue daily on the past due amount from the date such amount was due until paid or judgment is entered at a rate equivalent to the statutory rate. Interest on the past due amount shall be in addition to and not in lieu of the five percent (5%) late charge or any other remedy available to Lessor.

No payment by Lessee or acceptance by Lessor of an amount less than the Rent herein stipulated shall be deemed a waiver of any other Rent due. No partial payment or endorsement on any check or any letter accompanying such payment of Rent shall be deemed an accord and satisfaction, but Lessor may accept such payment without prejudice to Lessor's right to collect the balance of any Rent due under the terms of this Lease or any late charge assessed against Lessee hereunder.

ARTICLE 4

Condition of Premises

Lessee agree that the acceptance of the Premises shall be deemed an acceptance of the Premises in "as is" condition and in its then existing condition. Lessee shall thereafter be responsible for the security and integrity of the Premises and Lessor shall have no responsibility or liability for any damage to or loss of property as a result of theft, vandalism or other act causing damage to the Premises. Lessee acknowledges that Lessor has not made and does not make any representations or warranties as to the physical condition of the Premises except as specifically set forth in this Lease.

ARTICLE 5 Permitted Use

Lessee covenants that it shall, throughout the Term, continuously use and occupy the Premises solely and exclusively for the purpose of office space, which will necessarily include all other uses reasonably related thereto (the "Permitted Use") and for no other purpose whatsoever. All uses other than the Permitted Use are "Restricted Uses". In the event that Lessee or any of its agents or employees shall fail to comply with this Article 5, then Lessee shall, without effecting or limiting any of the rights and remedies otherwise available to Lessor pursuant to the terms and provisions of this Lease, indemnify, defend, save and hold Lessor harmless from and against, and reimburse Lessor for, any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorney's fees and court costs) arising from such failure to so comply with the provisions of this Article 5. In addition, at Lessor's option, Lessee may be considered in default of its obligations under this Lease.

In the event that Lessor or any of its agents or employees shall fail to comply with the terms of this lease, then Lessor shall, without effecting or limiting any of the rights and remedies otherwise available to Lessee pursuant to the terms and provisions of this Lease, indemnify, defend, save and hold Lessee harmless from and against, and reimburse Lessee for, any and all obligations, damages, injunctions, suits, fines, penalties, demands, claims, costs, expenses, actions, liabilities, suits, proceedings and losses of whatever nature (including, without limitation, attorney's fees and court costs) arising from such failure to so comply with the provisions of this lease. In addition, at Lessee's option, Lessor may be considered in default of its obligations under this Lease.

ARTICLE 6 Services and Utilities

Lessee shall be solely responsible for all bills for utility services, including, without limitation, telephone, electricity, water or any other utility provided by them to and consumed and used on, at, in and from the Premises, on or before its date due, in accordance with the payment instructions contained in such bills. To the extent Lessor requires, Lessee shall pay the fees for such services and utilities directly to the provider.

ARTICLE 7 Insurance

At all times after the execution of this Lease, Lessee shall, at its sole cost and expense, maintain in full force and effect the following types and amounts of insurance coverage:

- (A) Liability Insurance. Lessee shall provide and keep in full force and effect a commercial general liability policy (including, but not limited to, insurance against assumed or contractual liability) providing coverage against liability for personal injury, death and property damage of not less than TWO MILLION DOLLARS (\$2,000,000.00) (which

can be a combination of a minimum of ONE MILLION DOLLARS (\$1,000,000.00) general liability and the balance as umbrella excess) with respect to injuries, deaths or damages in any one occurrence. Said insurance, and any and all other liability insurance maintained by Lessee in excess of or in addition to that required hereunder, shall include, without limitation, protection for, and, in addition to Lessee, shall name as an additional insured, the Lessor (and, if such insurance providing protection for the following is available, Lessor's parent company, their related, affiliated and subsidiary companies, and the officers, directors, agents, employees and assigns of each), the effect of which will insure it (and, if available, them) in respect of any and all loss or liability resulting from personal injury, death or property damage arising or occurring upon, or in connection with, or by reason of the use and occupancy of the Premises or by reason of the operation of the business conducted by Lessee upon, within and from the Premises (and, if insurance covering the acts or omissions of the following is available, by any person controlling, controlled by or under common control with Lessee or by Lessee's sublessees and concessionaires). Lessor reserves the right to specify higher liability limits or additional insurance coverage from time to time to meet reasonably anticipated loss exposure, or to reflect changes in the value of the Premises.

- (B) Workers' Compensation Insurance. If required by Florida law, Lessee shall provide and keep in full force and effect workers' compensation insurance, in a form and with coverage limits not less than as prescribed by the laws of the State of Florida, and employers' liability insurance in an amount equal to the greater of One Million Dollars (\$1,000,000.00) or the minimum amount required by law.
- (C) Property Damage Insurance. Lessee shall provide and keep in full force and effect a policy of fire, windstorm and extended coverage insurance in an amount adequate to cover the replacement cost of Lessee's Improvements and all other interior improvements made by Lessee in the Premises and Lessee's Trade Fixtures, inventory and other contents located in the Premises from time to time covering loss occasioned by fire, windstorm, vandalism, malicious mischief, sprinkler leakage and other hazards and/or casualties including special extended coverage and said insurance shall include coverage against water damage to the contents of the Premises and personal property of Lessee.

All insurance policies required to be carried by Lessee as provided in this Article 7 shall be issued by fiscally responsible insurance companies, approved by Lessor and authorized and licensed to do business in the State of Florida. Each policy shall provide that it is primary, noncontributory insurance with respect to any other valid and collectible insurance which Lessee or Lessor may possess and that any other insurance which either does possess shall be considered excess insurance only. All such policies shall be for periods of not less than one year and Lessee shall renew the same at least thirty (30) days prior to the expiration thereof. All such policies shall include the insurer's unconditional agreement to provide not less than thirty (30) days written notice to Lessor prior to any cancellation thereof or any change reducing coverage thereunder.

Lessee shall pay the premiums for all insurance policies which Lessee is obligated to carry under this Article 7 and, at least five (5) days prior to the date any such insurance must be in effect, deliver to Lessor a copy of the policy or policies, or a certificate or certificates thereof.

Any insurance coverage required by this Article 7 may be effected by means of a policy or policies of blanket insurance covering the Premises and other premises;

provided, however, that any such blanket policy shall specify therein, or Lessee shall furnish Lessor with a written statement from the insurer or its agent specifying, the amount of the total insurance allocated to the Premises and confirmation that losses occasioned by Lessee at other facilities will not diminish the amount of insurance coverage available for the Premises below the amount required herein.

In the event either of the Lessee shall fail to procure insurance required under this Article 7 and/or shall fail to maintain the same in full force and effect continuously during the Term of this Lease, Lessor shall be entitled, but shall not be obligated, to procure the same and Lessee shall immediately reimburse Lessor for such premium expense, with interest, as Additional Rent. In addition, at Lessor's option, Lessee may be considered in default of its obligations under this Lease.

ARTICLE 8 Repairs and Maintenance

Lessee shall, at its sole expense, be responsible for interior maintenance and cleaning (including, but not limited to HVAC maintenance and filter changes), pest control, and shall keep the entire Premises in a condition comparable to similar properties in the area and upon the termination of this Lease, Lessee shall deliver possession of the Premises to Lessor in substantially the same or better condition as existed on the Commencement Date and in broom-clean condition, ordinary wear and tear excepted. This obligation shall include, but not be limited to, keeping the Premises in good and sanitary condition, working order and repair (including without limitation, carpet, wall-covering, doors, plumbing, HVAC, and other fixtures, equipment, alterations and improvements whether installed by Lessor or Lessee).

During its use and occupancy of the Premises Lessee will not permit hazardous materials to be present on or about the Premises except for normal quantities of cleaning and other business supplies customarily used and stored in an office and that it will comply with any and all environmental laws relating to the use, storage or disposal of any such hazardous materials.

Lessee shall surrender the Premises to Lessor upon the expiration or earlier termination of this Lease (i) free of mold conditions, debris, waste, and hazardous materials on or about the Premises due to the acts or omissions of Lessee, its agents, contractors and employees, and (ii) in a condition which complies with all environmental laws.

Because mold spores are present essentially everywhere and mold can grow in almost any moist location, Lessee acknowledges the necessity of adopting and enforcing good housekeeping practices, ventilation and vigilant moisture control within the Premises (particularly in kitchen areas, janitorial closets, bathroom, in and around water fountains and other exterior plumbing facilities and fixtures, break rooms and in and around outside walls, and in and around HVAC systems and associated drains located within the Premises, if any) for the prevention of mold (such measures, "Mold Prevention Practices"). Lessee will, at its sole cost and expense, keep and maintain the Premises in good order and condition in accordance with the Mold Prevention Practices and acknowledges that the control of moisture, and prevention of mold within the Premises, is integral to its obligations under the Lease. Lessee, at its sole cost and expense, shall:

- (A) Regularly monitor the Premises for the presence of mold and any conditions that reasonably can be expected to give rise to or be attributed to mold or fungus including, but not limited to, observed or suspected instances of water damage, condensation, seepage, leaks or any other water collection or penetration (from any source, internal or external), mold growth, mildew, repeated complaint of respiratory ailments or eye irritation by Lessee's employees or any other occupants of the Premises, or any notice from a governmental agency of complaints

regarding the indoor air quality at the Premises (the "Mold Conditions"); and

(B) Immediately notify Lessor in writing if it observes suspects, has reason to believe or should know of mold or Mold Conditions in, at, or about the Premises or a surrounding area.

In the event of suspected mold or Mold Conditions in, at, or about the Premises and surrounding areas, Lessor may cause an inspection of the Premises to be conducted, during such time as Lessor may designate, to determine if mold or Mold Conditions are present in, at, or about the Premises.

Tenant hereby releases and relieves Lessor from any and all liability for bodily injury and damage to property, waives any and all claims against Lessor and assumes all risk of personal injury and property damage related to or allegedly caused by or associated with any mold or Mold Conditions in or on the Premises caused by Lessee, its employees, agents, or contractors, existing on the Commencement Date or arising thereafter.

The provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

ARTICLE 9 Compliance with Law

Lessee shall, at each of its sole expense, comply with all laws and ordinances (including, without limitation, the ADA), and all rules and regulations of any governmental authority having jurisdiction over the Premises and all recommendations of any public or private agency having enforceable authority over insurance rates with respect to the use or occupancy of the Premises by Lessee.

ARTICLE 10 No Waiver

No provision of this Lease will be deemed waived by Lessor or Lessee unless expressly waived in writing and signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either Lessor or Lessee. No waiver by Lessor or Lessee of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Lessor's consent or approval respecting any action by Lessee shall not constitute a waiver of the requirement for obtaining Lessor's consent or approval respecting any subsequent action.

ARTICLE 11 Attorneys' Fees and Jury Trial

In the event of any litigation between the parties, the prevailing party shall be entitled to obtain, as part of the judgment, all reasonable attorneys' fees, costs and expenses incurred in connection with such litigation, except as may be limited by applicable Law. In the interest of obtaining a speedier and less costly hearing of any dispute, the parties hereby each irrevocably waive the right to trial by jury.

ARTICLE 12 Approval Rights - Assignment and Management

Lessor shall have the right to approve any assignment or sub-letting of the Premises or any part thereof and any material change in the management of the business operations conducted on the Premises, such approval to be withheld in Lessor's sole and absolute discretion. In the case of any contemplated assignment, sublease or change of management, Lessee shall notify Lessor of the name of the contemplated assignee, sub-lessee, manager or management company at least ninety (90) days prior to

the time of the contemplated assignment, sub-lease or change in management and shall provide to Lessor such information in connection therewith as Lessor may reasonably require, and Lessor shall notify Lessee of Lessor's approval or disapproval within ten (10) days of receipt of such information. Any such assignee, sub-lessee, manager or management company shall assume and agree to perform all of Lessee's obligations hereunder. Lessor shall notify Lessee in writing at least thirty (30) days prior to any proposed transfer of the Premises to a new owner.

ARTICLE 13
Rights Reserved By Lessor

Except to the extent expressly limited herein, Lessor reserves the right to enter the Premises at reasonable hours for reasonable purposes, including inspection and examination of the Premises to make such repairs, additions, or alterations as may be necessary for the safety, comfort and preservation of the Premises.

ARTICLE 14
Eminent Domain

If all or a part of the Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and such acquisition or condemnation shall render the remaining portion unsuitable for the business of Lessee, Lessee, at its option, may elect to terminate the Lease. Lessor shall be entitled to receive the full amount of the condemnation award, including any damages awarded as compensation for diminution in value. However, Lessee shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee on account of any damage to Lessee's business by reason of the condemnation and for or on account of any cost or loss to which Lessee might be put in removing Lessee's merchandise, furniture, fixtures and equipment, or the loss of Lessee's business or decrease in value thereof.

ARTICLE 15
Lessor's Alterations

Lessor, at Lessor's expense, shall have the right to make alterations and improvements to the Premises from time to time during the term of this Lease, as may be necessary or convenient to the business operations or permitted usage of the Premises. The timing of all alterations will be approved by Lessee in its reasonable discretion.

ARTICLE 16
Lessee's Alterations

Lessee will not make or allow to be made any alterations in or to the Premises without first obtaining the written consent of Lessor, which consent may be granted or withheld in Lessor's sole discretion. All Lessee alterations will be accomplished in a good and workmanlike manner at Lessee's sole expense, in conformity with all Applicable Laws by a licensed and bonded contractor approved in advance by Lessor, such approval of contractor not to be unreasonably withheld or delayed. Any Lessee alterations to the Premises made by or installed by either party hereto will remain upon and be surrendered with the Premises and become the property of Lessor upon the expiration or earlier termination of this Lease without credit to Lessee; provided, however, Lessor, at its option, may require Lessee to remove any additions and/or repair any alterations to restore the Premises to the condition existing at the time Lessee took possession, with all costs of removal, repair, restoration, or alterations to

be borne by Lessee. Lessee will have no authority or power, express or implied, to create or cause any construction lien or mechanics' or materialmen's lien or claim of any kind against the Premises, the Property or any portion thereof. Lessee will promptly cause any such liens or claims to be released by payment, bonding or otherwise within thirty (30) days after request by Lessor, and will indemnify Lessor against losses arising out of any such claim including, without limitation, legal fees and court costs. NOTICE IS HEREBY GIVEN THAT LESSOR WILL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIAL FURNISHED OR TO BE FURNISHED TO LESSEE, OR TO ANYONE HOLDING THE PREMISES THROUGH OR UNDER LESSEE, AND THAT NO MECHANICS' OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS WILL ATTACH TO OR AFFECT THE INTEREST OF LESSOR IN THE PREMISES. LESSEE WILL DISCLOSE THE FOREGOING PROVISIONS TO ANY CONTRACTOR ENGAGED BY LESSEE PROVIDING LABOR, SERVICES OR MATERIAL TO THE PREMISES.

ARTICLE 17 Default

Lessee or Lessor, as applicable, shall be in default under this Lease if any one or more of the following events shall occur:

- (A) Lessee or Lessor shall default in the performance of or compliance with any of the terms or provisions of this Lease, and such default shall continue for a period of thirty (30) business days after the giving of written notice thereof from the non-defaulting party to the defaulting party, or, in the case of any default which cannot, with bona fide diligence, be cured within said thirty (30) business days, the defaulting party shall fail to proceed within said thirty (30) day period to cure such default and thereafter to prosecute the curing of same with all diligence (it being intended that as to a default not susceptible of being cured with diligence within such period of thirty (30) business days, the time within which such default may be cured shall be extended for such period as may be necessary to permit the same to be cured with bona fide diligence); or
- (B) Lessee or Lessor shall file a voluntary petition in bankruptcy, or any Order for Relief be entered against it, or shall file any petition or answer seeking any arrangement, reorganization, composition, re-adjustment or similar relief under any present or future bankruptcy or other applicable law, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, or liquidator of all or any substantial part of such party's properties;

then, and in any such event, or during the continuation thereof, the non-defaulting party may, at its option, elect any remedy available under Florida Law including, but not limited to, termination of the Lease.

ARTICLE 18 Radon Gas Disclosure

Pursuant to Florida Statutes, Section 404.056[6], the following disclosure is required by law:

"Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon testing may be obtained from your county public health unit."

ARTICLE 19
Notices

Any notice or other information required or authorized by this Lease to be given may be given by hand delivery with receipt; by electronic mail; by certified prepaid mail, return receipt requested; or by nationally recognized overnight courier service (e.g. FedEx), to the other party at the address stated below. Such address may be changed by either respective party at any time by giving thirty (30) days prior written notice as herein provided. Any notice or information given pursuant to this Section shall be deemed to have been given when received by the party to whom it has been directed.

AS TO LESSOR: Elizabeth Forsythe
The St. Joe Company
133 South WaterSound Parkway
WaterSound, Florida 32413
Phone: (850) 231-7406
Email: elizabeth.forsythe@joe.com

AS TO LESSEE: Jay Rish
Gulf Coast Real Estate Group, LLC
PO Box 9
Port St. Joe, FL 32457
Phone: 850-227-5569
Email: jay@floridagulfcoast.com

ARTICLE 19
Miscellaneous

(A) **Governing Law.** This Lease shall be construed in accordance with the Laws of the State of Florida. This Lease embodies the entire agreement between the parties. No provision of the Lease may be amended or modified except by written instrument executed by all parties to the Lease, which may be executed in counterparts.

(B) **Force Majeure.** If the performance by any parties of its obligations under this Lease (excluding monetary obligations) is delayed or prevented in whole or in part by any law, rule, regulation, order or other action adopted or taken by any federal, state or local governmental authority (and not attributable to an act or omission of said party), or by any Acts of God, fire or other casualty, floods, storms, explosions, accidents, epidemics, war, civil disorders, strikes or other labor difficulties, shortages or failure of supply of materials, labor, fuel, power, equipment, supplies or transportation, or by any other cause not reasonably within said party's control, whether or not specifically mentioned herein, said party shall not be deemed to be in default hereunder with respect thereto unless such party fails to promptly remedy such lack of performance immediately following the end of such event of force majeure.

(C) **Brokerage.** Lessor and Lessee hereby represent and warrant to each other that there is no real estate broker or salesperson involved in this Lease and whom a brokerage commission is due. If a claim for brokerage or similar fees in connection with this Lease is made by any broker, salesperson or finder claiming to have dealt through or on behalf of one of the parties to this Lease, then that party shall indemnify, defend and hold the other party under this Lease harmless from all liabilities, damages, claims, costs, fees and expenses whatsoever (including, without limitation, attorneys' fees and court costs, including those for appellate matters) with respect to said claim for brokerage or similar fees.

(D) No Partnership or Joint Venture. Lessor shall not, by virtue of this Lease, in any way or for any purpose, be deemed to be a partner of Lessee in the conduct of Lessee's business upon, within or from the Premises or otherwise, or a joint venturer or a member of a joint enterprise with Lessee.

(E) Entire Agreement. This Lease contains the entire agreement between the parties and, except as otherwise provided herein, can only be changed, modified, amended or terminated by an instrument in writing executed by the parties. It is mutually acknowledged and agreed by the parties that there are no verbal agreements, representations, warranties or other understandings affecting the same; and that Lessee hereby waives, as a material part of the consideration hereof, all claims against Lessor for rescission, damages or any other form of relief by reason of any alleged covenant, warranty, representation, agreement or understanding not contained in this Lease.

(F) Modification. This Lease shall not be changed, amended or modified except by a written instrument executed by duly authorized representatives of both Lessor and Lessee.

(G) Time is of the Essence. Time is of the essence in every particular of this Lease, including, without limitation, obligations for the payment of money.

(H) Captions and Headings. The captions and headings in this Lease have been inserted herein only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of, or otherwise affect the provisions of this Lease.

(I) Partial Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(J) Successors and Assigns. The agreements, terms, provisions, covenants and conditions contained in this Lease shall be binding upon and inure to the benefit of Lessor and Lessee and, to the extent permitted herein, their respective successors and assigns.

(K) Recording. Lessee shall not record this Lease, or any memorandum or short form hereof, without the prior written consent and joinder of Lessor. Any such recordation by Lessee without Lessor's prior written consent and joinder shall entitle Lessor to any remedies available at law or in equity.

(L) Survival. The provisions of this Lease which from their context or application are intended to survive the expiration or earlier termination of this Lease shall so survive.

(M) Patriot Act. Lessee is not, and the entities or individuals constituting Lessee or which may own or control Lessee or which may be owned or controlled by Lessee are not, among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists.


(N) Authority. Lessee hereby represent and warrant that it shall remain at all times during the term of this Lease in good standing in its state of incorporation and authorized to transact business in the State of Florida and the individual signing on behalf of Lessee is duly authorized to act on behalf of the Lessee and bind the Lessee to the terms and provisions of this Lease.

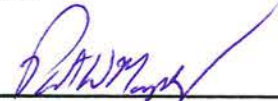
[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the undersigned parties agree to the terms hereof as of the date first written above.

WITNESSES: LESSOR:

THE ST. JOE COMPANY, a Florida corporation

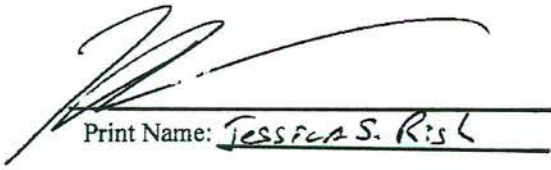

Print Name: Elizabeth Forsythe

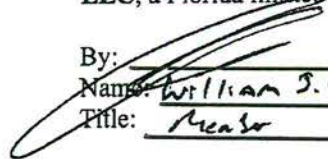
By: 
Name: Patrick Murphy
Title: VP-Operations

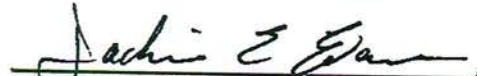
Print Name: _____

LESSEE:

GULF COAST REAL ESTATE GROUP.
LLC, a Florida limited liability company


Print Name: Jessica S. Risk

By: 
Name: William S. Risk, Jr
Title: Member


Print Name: JACKIE E EVANS

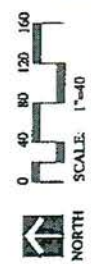
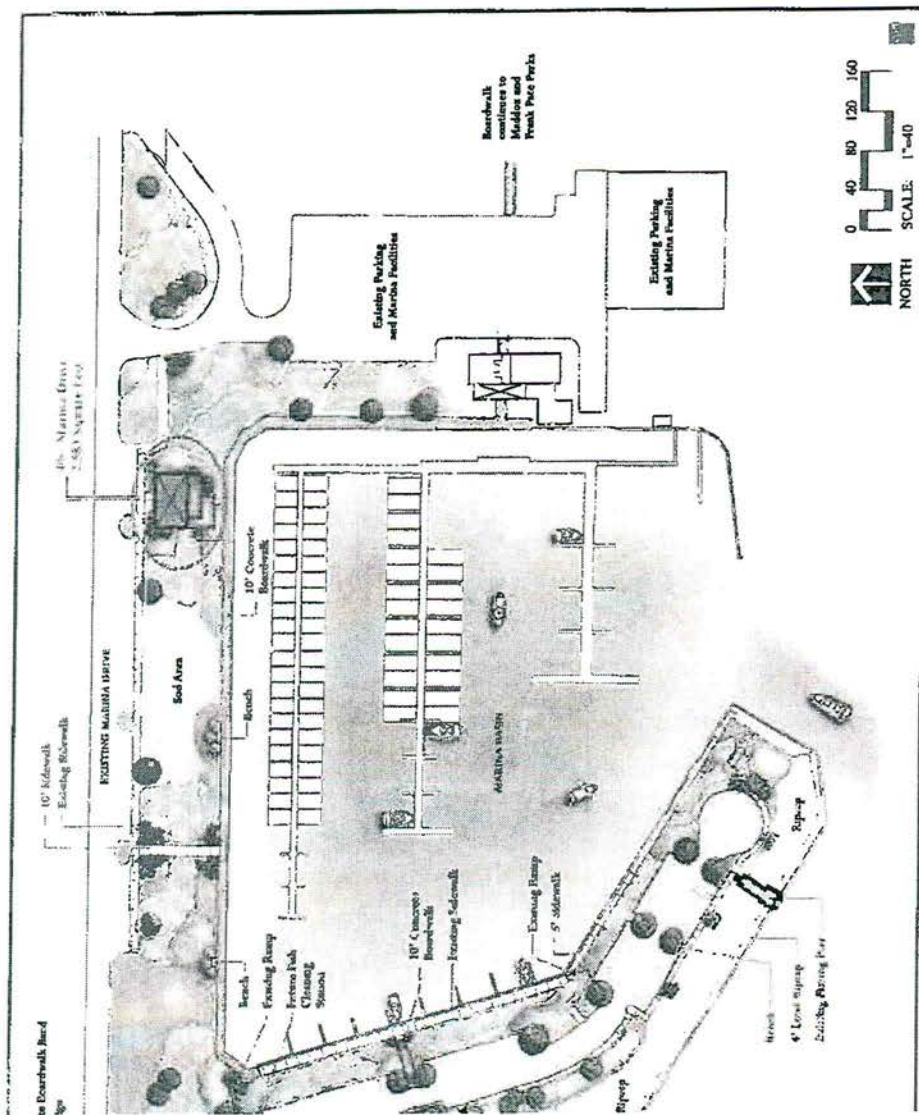


EXHIBIT "B"

Furniture Inventory

2 drawer file cabinet (small) (15" x 25")	6
3 drawer file cabinet (small) (15" x 25")	6
2 drawer lateral file cabinet	5
2 door metal cabinet	3
Desk chair (blue seat/back)	6
Desk chair (gray seat/yellow back)	3
2-2 drawer lateral cabinets with single wood top	1
Desk set-ups w/ upper cabinets	5 complete offices
Blue kidney shaped work table	1
Square table w/ 4 legs on casters	1 gray / 1 blue
Refrigerator (GE) (white)	1
Microwave (GE) (white)	1
Wine Fridge (GE Profile) (stainless)	1
Coffee Maker (Fetco Luxus)	1
Leather sofa	1
Leather love seat	1
Leather chairs	2
Leather ottoman	2
Square side table with glass top	2
Flat file cabinet with glass top (used as coffee table)	1
Orange upholstered ottoman/seat, triangle shape, form circle	4
Wood framed round mirror (in restrooms)	2
Round mirror with mirrored frame	1
Art-large framed photos (owl, dune outfall, marsh area)	3
Art-small square	7
Art-small rectangle (old PSJ)	1
Teak round outdoor table	2
Teak outdoor chairs	6

Attachment 4

Water Treatment Plant Data

Florida Public Service Commission

Company: Lighthouse Utilities Company, Inc.
 Docket No.: 20190118-WU
 Test Year Ended: December 31, 2018

Schedule F-3 **[REVISED]**
 Page 1 of 1
 Preparer: Michael D McKenzie, CPA

Explanation: Provide the following information for each water treatment plant. If the system has water plants that are interconnected, the data for these plants may be combined. All flow data must be obtained from the monthly operating reports (MORs) sent to the Department of Environmental Protection.

	DATE	GPD
1. Plant Capacity		<u>1,332,000</u>
The hydraulic rated capacity. If different from that shown on the DER operating or construction permit, provide an explanation.		
2. Maximum Day		
	<u>06/28/18</u>	<u>701,200</u>
The single day with the highest pumpage rate for the test year. Explain, on a separate page, if fire flow, line-breaks or other unusual occurrences affected the flow this day.		
3. Five-Day Max Year		
	(1) <u>6/28/018</u>	<u>701,200</u>
	(2) <u>06/17/18</u>	<u>658,700</u>
	(3) <u>06/22/18</u>	<u>642,400</u>
	(4) <u>06/23/18</u>	<u>642,400</u>
	(5) <u>06/13/18</u>	<u>615,700</u>
The five days with the highest pumpage rate from any one month in the test year. Provide an explanation if fire flow, line-breaks or other unusual occurrences affected the flows on these days.		
	AVERAGE	<u>652,080</u>
4. Average Daily Flow		
	Max Month (June)	<u>550,921</u>
	Annual	<u>313,638</u>
5. Required Fire Flow		<u>500 gpm x 2 hrs</u>
The standards will be those as set by the Insurance Service Organization or by a governmental agency ordinance. Provide documents to support this calculation.		

Attachment 5

COPY



Proposal for Engineering Services - LUCI Plant Upgrades

Lighthouse Utilities Company, Inc.

June 6, 2018

SUBMITTED BY:

Dewberry
324 Marina Drive
Port St. Joe, Florida 32456
850.227.7215

SUBMITTED TO:

**Lighthouse Utilities
Company, Inc**
406 Marina Drive
Port St. Joe, Florida 32456

Lighthouse Utilities Company, Inc.

Water System Design and Plant Upgrades

Table of Contents

Firm’s Qualifications and Capabilities	2
Project Specific Knowledge	3
Effect of Project Team Location.....	4
Project Examples.....	5
Altha Water System Improvements - Phase I.....	5
Lynn Haven Water System Improvements & Well No. 6	6
Rock Bluff Water System.....	7
Southport Water System	8
Bristol Water Booster Plant.....	9
Gretna Water Booster Station	10
Nokuse Well Field Model Calibration and Permit Modification	11
Port St. Joe Surface Water Treatment Plant.....	12
Wausau Water Booster Station	13
Management and Staff Qualifications and Availability	14
Understanding and Approach	30
Understanding Local Needs	30
Approach to the Project	31
Quality Control.....	33
Schedule.....	34
Reputation and Client References	35

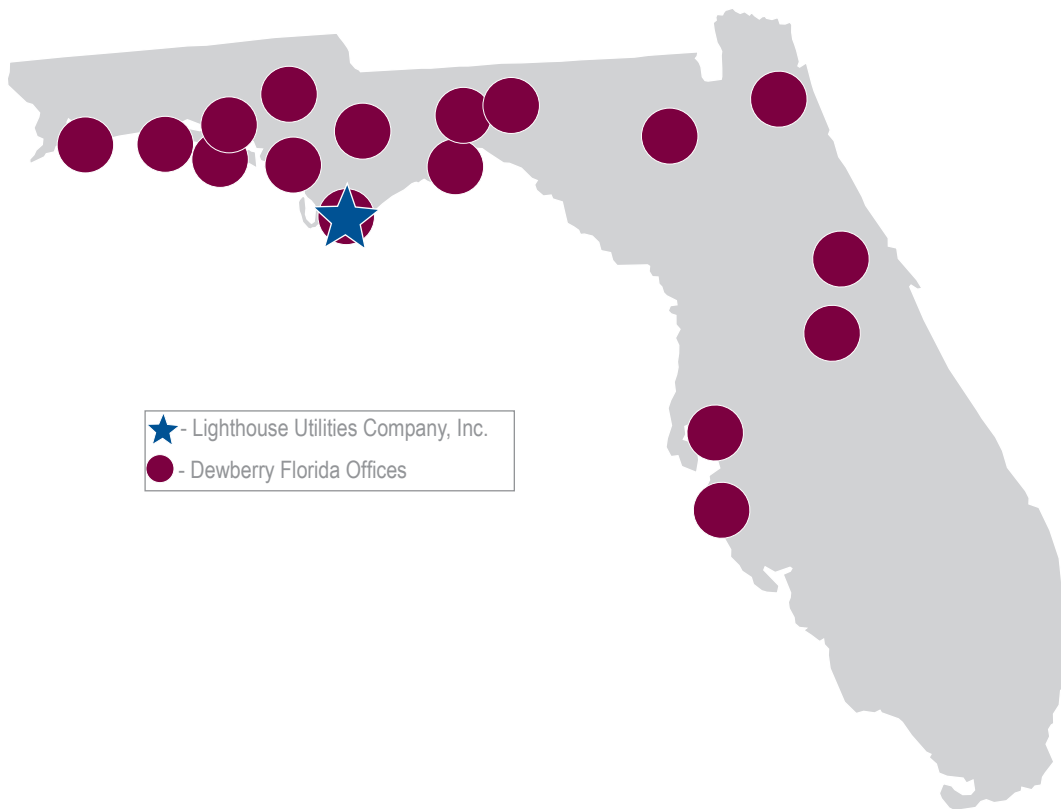
Firm's Qualifications and Capabilities

Dewberry is a leading, market-facing firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' most complex challenges and transforming their communities. Established in 1956, Dewberry is a family-owned corporation headquartered in Fairfax, Virginia, with more than 50 locations and 2,000 professionals nationwide.

Our steady growth and ability to provide the capabilities, capacity, and geographic presence to serve a diverse client base has made us an industry leader, as demonstrated by the latest Engineering News-Record Rankings to the right.

2017 ENR RANKINGS

- 25th - Top 100 'Pure' Designers
- 47th - Top 500 Design Firms
- 54th - Top 100 Green Design Firms
- 31st - Top 50 in General Building
- 6th - Top 10 in Correctional Facilities
- 12th - Top 25 in Government Offices
- 34th - Top 50 in Transportation
- 25th - Top 25 in Highways
- 19th - Top 25 in Water Supply
- 36th - Top 50 in Sewerage and Solid Waste
- 136th - Top 200 Environmental Firms
- 20th - Top 25 in Sanitary and Storms Sewers



PROJECT SPECIFIC KNOWLEDGE

We understand that Lighthouse Utilities Company, Inc. (LUCI) is seeking professional services from qualified consultants to provide engineering services for the design, permitting, construction drawings, technical specifications, contract documents and additional services for the upgrades to the LUCI Water System Improvements Project. Dewberry has worked with LUCI for 25 years as the Engineer of Record, and have assisted LUCI in the design of your LUCI III Booster Station. Our firm has also helped with reporting and permitting for LUCI.

Compliance

Due to the quality of LUCI's raw water source and due to the expanse of the overall distribution system (approximately 28 miles) LUCI has historically struggled with compliance for disinfection by-products and chlorine residuals. Dewberry's experience working for LUCI over the past 25 years has given us a unique understanding of LUCI's challenges with managing water quality. Design of the proposed improvements must address these issues and Dewberry is positioned to solve these challenges through well-informed and experienced technical staff.

PROJECT MANAGER
PHILIP JONES, PE, BCEE
SINGLE POINT OF CONTACT AND
EXTENSION OF YOUR STAFF

Phone: 850.571.1210
Address: 324 Marina Drive
Port Saint Joe, FL 32456
Email: pajones@dewberry.com



As your point of contact and Project Manager, Philip Jones has been the Engineer of Record for the last 25 years assisting the utility with numerous Consumptive Use Permit Renewals, system mapping, water models, emergency permitting, water line extensions, asset management, and permit compliance. He has unmatched understanding and knowledge about the LUCI Water System. He has been, and will continue to be, a dedicated consulting engineering resource for the utility.

Resiliency

A majority of LUCI's critical facilities are located within the 100-yr FEMA Flood zone. This means that LUCI's infrastructure is vulnerable to flood damage which could cause the entire system to fail. Therefore, resiliency must be considered in an analysis of the existing system and proposed improvements. Measures have been taken at LUCI's wells to elevate the pumps and electrical controls, however, based on the preliminary FEMA flood maps that have been released for Gulf County, the current flood mitigation measures at the pump stations is not sufficient. In addition, LUCI's support structures (offices, etc.) are located below the established base flood elevation.

Dewberry's staff includes seasoned Board Certified Environmental Engineers and Certified Floodplain Managers that recognize the importance of incorporating resiliency into proposed improvements in order to ensure that LUCI's investment in new infrastructure is designed to withstand the environmental risks associated with coastal service areas.

Because of this knowledge, we have a unique understanding of the challenges and desired outcomes associated with this project. We provide engineering services for both Gulf County and the City of Port Saint Joe which will allow us to meet the interests of both parties through the design of the project. The Plant will be designed in accordance with all local and state standards and regulations, American Water Works Association (AWWA) Standards, and 10 State Standards.

EFFECT OF PROJECT TEAM LOCATION

Our accessible, skilled employees are located less than a mile from LUCI's administrative office. Our close proximity will mean a quick response to the LUCI office or to project sites. Our responsible Dewberry office for the duration of this Water System Plant Upgrades Contract will be our Port Saint Joe office. We have served LUCI from this office for many years, and take pride in our long standing relationship with LUCI and its staff.

As a multi-disciplined firm, we have specialized staff readily available to dedicate their expertise to this project. Our carefully selected local team of experts has multiple years of experience with similar projects for private utilities and municipalities.





Altha Water System Improvements - Phase I

Altha, Florida

This project included the construction of 1,200 square foot control building, two 1,000 gpm high service pumps, 124,000 gallon concrete ground storage tank with cascade aerator, existing well modifications, 230 kW generator and all associated controls, wiring, etc. This system was designed to provide more storage capacity for the Town and improve water quality. This project was funded through

USDA Rural Development. Our firm was responsible for Boundary Survey, Topographic Survey, Water Modeling, Design, Permitting, Bidding, Grant Administration, Construction Inspection, Stakeout, and As-Builts.

COST: \$766,000

COMPLETION: 2011

CONTACT:
Town of Altha
Wayne Gable, Public Works Director
P.O. Box 6
Altha, Florida 32421
850.762.3280



Lynn Haven Water System Improvements & Well No. 6

Lynn Haven, Florida

This project included the design and construction for a 1.5 million gallon ground storage tank and a 1,000 gmp 16" casing production well. The client was the City of Lynn Haven, but our contract was with Panhandle Engineering, Inc. Our firm was responsible for the following services: Boundary Survey, Topographic Survey, Water Modeling, Design, Permitting, Bidding, Construction Administration, Construction Inspection, Certification, Stakeout, and As-Builts.

COST: \$1,800,000

COMPLETION: 2010

CONTACT:

Panhandle Engineering, Inc.
Mr. Jim Slonina, PE
President
3005 S Highway 77
Lynn Haven, Florida 32444
850.763.5200





Rock Bluff Water System

Bristol, Florida

This project consisted of installing a new well, 2-500 gpm service pumps for fire protection, a 200,000 gallon ground storage tank, a 10,000 gallon hydropneumatic tank and all associated controls, wiring, etc. This system was installed to provide fire protection and serve water supply to the Rock Bluff and Sweetwater communities. This project was funded through USDA Rural Development and SRF Funding. Our firm was responsible for Boundary Survey, Topographic Survey, Water Modeling, Design, Permitting, Bidding, Construction Administration, Construction Inspection, Certification, Stakeout, and As-Builts.

COST: \$1,200,000

COMPLETION: 2005

CONTACT:

Liberty County
Kathleen Brown, Clerk
PO Box 399
Bristol, FL 32321
850.643.5404





Southport Water System

Southport, Florida

This project consisted of a new water distribution system 341,000 gallon ground storage tank, 4-650 gpm high service pumps w/variable frequency drives and over 60 miles of 4"-16" water mains to serve approximately 4,000 people. This project was funded through USDA Rural Development. Our Firm's responsibilities included the funding acquisition, project feasibility study, design, permitting, surveying, certification, stakeout, as-builts, construction administration and construction inspection of the project.

COST: \$6,500,000.00

COMPLETION: 2002

CONTACT:

Gulf Coast Electric Cooperative
Mr. Michael White
CEO/General Manager
P.O. Box 8370
Southport, FL 32409
850.265.3631





Bristol Water Booster Plant

Bristol, Florida

This project included the inspection, testing, and analysis of the existing potable water system for recommendations on improvement of water pressure and available demand. The completed project consisted of a new 200,000 gallon ground storage tank, three high-service booster pumps capable of each pumping 344 gpm, Hypochlorite Feed System, SCADA controls, a backup generator, and a pole barn for the booster pumps. The new water plant alleviates the low supply issues during emergency situations that the City has encountered in the past.

COST: \$774,000

COMPLETION: 2017

CONTACT:

Robin Hatcher
City Clerk
P.O. Box 207
Bristol, Florida 32321
850.643.2261





Gretna Water Booster Station

Gretna, Florida

This project included the design of two potable water booster stations to serve future growth and fire demands of the City. Each booster station included concrete ground-storage tanks with capacities of 300,000 gallons, high service pumps capable of delivering fire demands and future peak consumer demands, chlorine boost equipment, electrical equipment with emergency generators, and control buildings. Engineering services included growth customer base analysis, population growth projections, computer modeling of

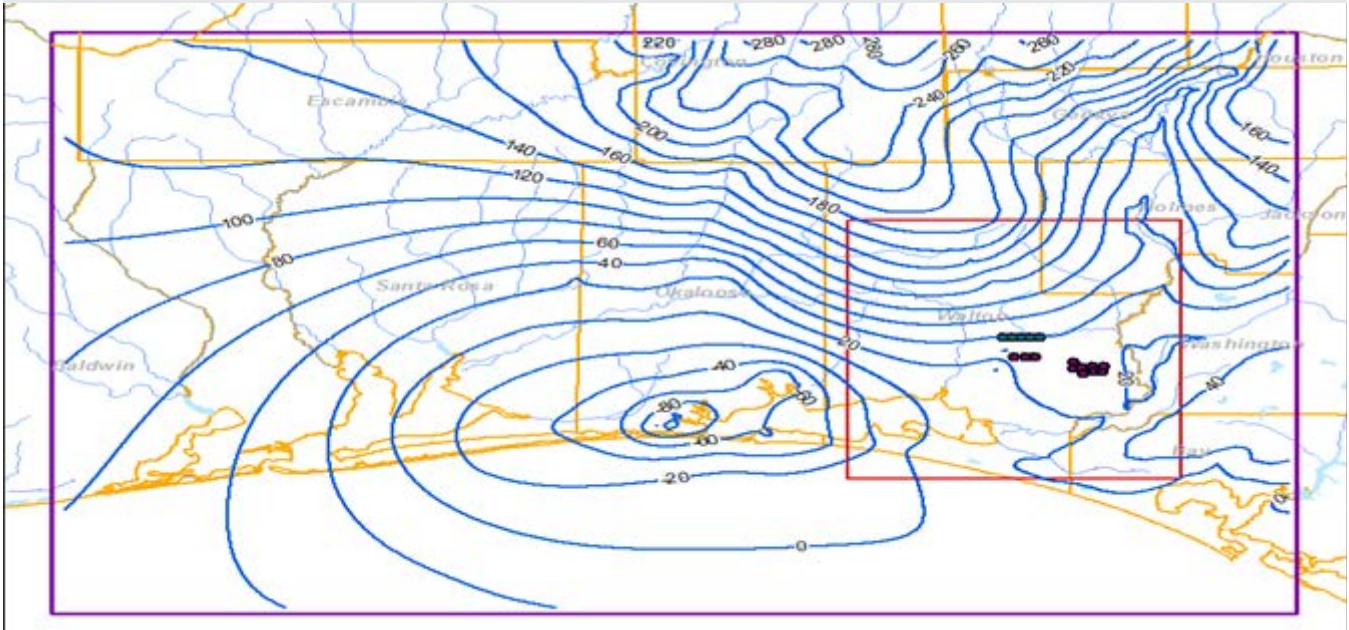
the water distribution system and booster pumping stations, civil design, mechanical piping design, structural design, architectural design, electrical design, and permitting. The final product included design drawings, technical specifications, and contract documents. This project currently out to bid, and has not yet been constructed.

COST: N/A

COMPLETION: Ongoing

CONTACT:

Antonio Jefferson
 City Manager
 PO Drawer 220
 Gretna, Florida 32332
 850.856.5257



Nokuse Well Field Model Calibration and Permit Modification

Walton County, Florida

The purpose of this project was to provide professional engineering services to Regional Utilities, a private water and wastewater utility for Walton County, to increase the utility's current permitted water supply in order to meet projected demand over the next 20 years. The scope of work included hydrologic/geologic modeling to produce an updated and calibrated aquifer model to the local regulatory agency (Northwest Florida Water Management District) for approval.

Dewberry also provided projected demands based on historical growth rates for the region. The approved model will then be used to simulate well field recharge and drawdown impacts based on supplying the projected demands from the current well field. Our staff assisted Regional Utilities in modifying the current consumptive use permit to best meet the 20 year projected demands.

COST: \$88,100

COMPLETION: 2017

CONTACT:

Regional Utilities Florida Community Services of Walton County
 Melissa Pilcher
 General Manager
 4432 US Highway 98
 Santa Rosa, FL 32459



Port St. Joe Surface Water Treatment Plant

Port St. Joe, Florida

This project consisted of a 6 MGD micro-filtration surface-water treatment facility. Components included chemical feed systems, three 50-HP raw water pumps, four olidscontact clarifiers, four submergedmembrane micro-filters, five 15-HP suction pumps, two disinfection chambers, a 2,000,000 gallon ground storage tank, four 75-HP service pumps for the City Zone, and seven 40-HP service pumps for the Beaches Zone. Our firm was responsible for the surveying, engineering, permitting, and construction administration aspects of the project.

COST: \$21,000,000

COMPLETION: 2010

CONTACT:

City of Port St. Joe
Jim Anderson
City Manager
305 Cecil G. Costin Sr. Blvd
Port St. Joe, Florida 32456
850.229.8261





Wausau Water Booster Station

Washington County, Florida

The Wausau Water Booster Station project was funded by a grant from the Northwest Florida Water Management District. The goal of this project was to provide pressure to drinking water mains installed in a previous grant cycle to serve City customers and a County maintenance facility.

Approximately 6,000 feet of water main had insufficient pressure for service until the in-line water booster pumping station was installed. Dewberry provided funding assistance,

site selection, surveying, computer modeling, design, permitting and construction administration services for the booster station. The project included a pair of fully automated 15-horsepower multistage booster pumps, controls, climate-controlled block building, and emergency generator



COST: \$250,000

COMPLETION: 2017

CONTACT:

Town of Wausau
Margaret Riley
Address Line 2
123.456.7890

Management and Staff Qualifications and Availability



Philip Jones, PE, BCEE
Project Manager

28
years of
experience

50%
availability
June to Jan.

Mr. Jones has extensive experience in the consulting engineering field. His expertise is in wastewater and water treatment. His career includes numerous projects involving master planning for water supply and distribution as well as wastewater collection and treatment, permitting, design, and construction administration. Mr. Jones' project experience includes industrial wastewater treatment facilities, domestic wastewater treatment facilities, water supply wells, storage and pumping facilities, and roadway construction and rehabilitation.

Percentage of time devoted to the project: 50%



Dina Bautista, PE, CFM
Project Engineer

11
years of
experience

50%
availability
June to Jan.

Ms. Bautista has worked on a diverse array of civil design projects including permitting, hydraulic modeling and stormwater design. Her experience with Dewberry includes water distribution and wastewater collection system design, hydrology and stormwater design, hydraulic modeling, environmental reports, construction cost estimating, and all associated permitting through FDEP NFWFMD and other agencies including the USACE. Ms. Bautista also has experience in hydraulic modeling for certification of levees, No-Rise Certification for river systems, hydrologic studies, stormwater collection and treatment, commercial site development design, scour analysis, erosion control for NPDES permitting, and Phase I Environmental Site Assessments.

Percentage of time devoted to the project: 50%



Alex Lutterbach, EI
Staff Engineer

1
year of
experience

60%
availability
June to Jan.

During his time with Dewberry, Alex has already been an asset providing assistance on multiple projects, including roadway design and forcemain sewer system design. His focus includes water distribution and pumping facilities, wastewater treatment facilities, roadway design, and stormwater management. He has experience in AutoCAD, Civil 3D, and ArcGIS.

Percentage of time devoted to the project: 60%



Jose Pereira, PE
QA/QC Manager

28
years of
experience

30%
availability
June to Jan.

Mr. Pereira has 28 years of professional experience in the design of water treatment and wastewater collection, pumping, and treatment facilities. Other experience includes pilot-scale and laboratory-scale treat abilities studies, and water and wastewater wet chemistry analysis. He has been actively engaged in the planning, design, construction engineering, and start-up services for numerous of municipal wastewater treatment collection, pumping and treatment systems.

Percentage of time devoted to the project: 30%



Cameron Morris
Environmental Scientist

13
years of
experience

25%
availability
June to Jan.

Mr. Morris has extensive experience in fisheries and restoration working both internationally as well as throughout the Southeastern and Western United States. Through his experiences working in academia, environmental consulting firms, as well as for the U.S. Fish and Wildlife Service, Mr. Morris has acquired skill sets in environmental restoration, watershed threats assessments and inventories, land surveying techniques, as well as biological samplings, assessments, and analysis. Mr. Morris has presented at several national conferences and has strong scientific writing abilities, developing agreements and partnerships for conservation projects, management plans for focal species including state and federally listed species, and submitting permit applications.

Percentage of time devoted to the project: 25%



David Bartlett, PSM
Surveyor

46
years of
experience

25%
availability
June to Jan.

Mr. Bartlett's extensive experience includes assisting in the management of six field crews. Additional duties are to quality assure CAD pool's production of mapping and verify that the survey meets the standards set forth by governing bodies (local, state, and national) prior to review and release to the client/public. Mr. Bartlett also completes records research, calculations, legal description writing and quality control to assure the final product meets the client/requirement.

Percentage of time devoted to the project: 25%

OUR DEDICATION TO LUCI

The Dewberry team is dedicated to working closely with LUCI throughout each task assigned under this contract to see that the needs and expectations are not only met, but also exceeded. We bring a staff of in-house professionals that specialize in the services required. With our depth of resources we are ready to effectively serve LUCI under this contract. We dedicate the time and personnel to see this project completed in a timely, and budget-friendly, manner.



Leroy Evers
Senior CADD Technician

30
years of
experience

40%
availability
June to Jan.

Mr. Evers has extensive experience involving various types of civil design projects, water and wastewater collection and treatment systems, stormwater projects, roadway design and construction cost estimates, as well as several types of waterfront projects, shoreline stabilization, boat ramp facilities, docks and seawalls .

Percentage of time devoted to the project: 40%

SUBCONSULTANTS



Jack Husband, PE
Structural Engineering

Mr. Husband has more than 13 years of experience and has completed hundreds of structural engineering jobs ranging in size from residential homes to commercial buildings. Mr.

Husband has also completed numerous civil engineering jobs with a wide array of design & permitting from FDEP Potable Water, FDOH Well Design, FDEP Sanitary sewer systems including lift station design, FDOT Septic systems, FDEP/NWFWMD Environmental Resource Permits, FDEP/NWFWMD/ACOE Wetlands permitting, FDOT Driveway & Utility Permitting with turn lane Analysis, Subdivision design, Site Planning, Boat Ramp Design, Seawall Design, and Construction Engineering Inspection with contract administration



Jim Vickers, PE
Geotechnical Engineer

Mr. Vickers is the Senior Geotechnical Engineer/ Principal Consultant/Owner for Magnum Engineering, Inc. located in Lynn Haven, Florida. Responsible for all

aspects of Geotechnical Engineering Consulting, Project Management, and Coordination; including site inspections, drilling coordination, site preparation recommendations, pavement recommendations, stormwater recommendations, and foundation recommendations, (both deep and shallow).



Josef Anderson, PE
Electrical Engineer

Our engineers are equipped with the latest design, analysis, and application software that enable us to completely engineer each project. Our typical engineering services include electrical system analysis, drawings, diagrams, and specifications related to electrical, instrumentation, and control system design; i.e. single line diagrams, panel schedules, conduit and conductor schedules, network/block diagrams, I/O, PLC, loop sheets, P&I diagrams, and PLC/HMI programming. Our engineers and technicians have extensive experience designing systems for motor control centers, control panels, and a variety of VFD applications.



William Rollins, PG
Hydrogeological Engineer

With over 33 years experience, Mr. Rollins has completed numerous projects throughout the Southeastern United States and Bahamas. Primary responsibilities at Jim Stidham & Associates, Inc. (JSA) include: soil and groundwater contamination studies; hydrogeologic assessments (including multi-well aquifer testing, saltwater up-cone modeling, single well aquifer tests, and the securing of consumptive use permits for water wells); Phase I and II Environmental Site Assessments; computer modeling of groundwater and contaminant transport; and remedial action studies.



Scott Sigler, PG
Hydrogeological Engineer

Mr. Sigler has over 17 years experience in water quality programs including the coordination and design of sampling events, investigative research, supervising sample collections, data analysis, interpretation and report preparation. Currently supervising programs to determine geologic and hydro-chemical profiles of ground and surface waters, he is also a consultant in the development of research models, environmental permitting, and site assessment.



Philip Jones, PE, BCEE

Project Manager

RELEVANT EXPERIENCE

Altha Water System Improvements, Phase I, Town of Altha, Florida. This project included the construction of 1,200 SF control building, two 1,000 gpm high service pumps, 124,000 gallon concrete ground storage tank with cascade aerator, existing well modifications, 230 kW generator and all associated controls, wiring, etc. This system was designed to provide more storage capacity for the Town and improve water quality.

6.0 MGD Surface Water Treatment Plant, Port St. Joe, FL, Project Manager.

This project involves a new 6.0 MGD surface water treatment facility to replace the City's existing 2.0 MGD groundwater treatment facility located immediately to the east of the project site. The surface water source is also adjacent to the project site to the east. New pumps and strainers were installed on the existing surface water intake structure to convey raw water westward to the new plant. The Phase I equipment includes the dual clarifiers, microfiltration equipment, chemical feed equipment, and associated controls and ancillary equipment. Phase II included the raw water pumps and strainers, a 9,000 square-foot control building, a 2,000,000 gallon ground storage tank, high service pumps, piping, and site work.

Rock Bluff Water System, Bristol, Florida. This project involved the design, construction inspection, and technical oversight for a new water supply and distribution system including 2 deep wells, aeration and disinfection, ground storage, high service pumps, and approximately 23 miles of distribution mains.

Southport Water System, Southport, Florida. This project consisted of a new water distribution system 341,000 gallon ground storage tank, 4-650 gpm high service pumps w/variable frequency drives and over 60 miles of 4"-16" water mains to serve approximately 4,000 people. Firm's responsibility included the funding acquisition, project feasibility study, design, permitting and the construction administration of the project.

Wausau Water System Upgrades, Town of Wausau, Florida. This project consisted of the permitting, design, contract administration and construction inspection of approximately 53,200 LF of new 6" water main inside and extending beyond town limits. Approximately 3,900 LF of new 8" HDPE directional bores and approximately 307 service connections were installed. The new water main replaced existing 6", 4", and 2" water mains. The construction of water main appurtenances including, but not limited to, isolation valves, fire hydrants, and blow off assemblies were included in this project.

EDUCATION:

MS, Environmental Engineering,
Auburn University

BS, Civil Engineering, Auburn
University

REGISTRATIONS:

Professional Engineer: FL (27138),
AL, GA

Board Certified Environmental
Engineer: FL (15-20015)

CERTIFICATIONS:

American Academy of
Environmental Engineers and
Scientists

American Water Works Association

Florida Section of American Water
Works Association

Northwest Florida League of Cities
Member

State and National Society of
Professional Engineers

Water Environment Federation

Water Pollution Control Association

YEARS OF EXPERIENCE:

Dewberry: 23

Prior: 5

Philip Jones, PE,
BCEE
Project Manager

Paxton Water System Upgrades, Walton County, Paxton, Florida. This project consisted of the permitting, design, contract administration, and construction inspection of water main extension to include the installation of new 6" water mains along the following route: C.R. 147 west terminating at the intersection of S.R. 85, C. R. 147 south terminating at the intersection of Flowersview Boulevard, Flowersview Boulevard east, and Flowersview Boulevard north. The new water mains will replace existing, smaller water mains along the proposed route.

Overstreet Water System, Port St. Joe, Florida. This project consisted of upgrades to existing St. Joe Beach Booster Plant and water transmission main extension to serve the Overstreet area. The water booster plant upgrades included five booster pumps capable of delivering 2,260 gpm. Variable frequency drives were used to control the pumps and maintain water pressure in the system. All of the equipment was installed in a climate controlled building. The transmission main from St. Joe Beach to Overstreet consists of 45,000 LF of 10" and 12" PVC pipe and fire hydrants every 2,000 ft.

Lake Mystic Water System, Bristol, Florida. This project consisted of a new water supply, treatment, and distribution system to an unincorporated county community of approximately 300 existing homes know as Lake Mystic previously served only by shallow private wells. Water supply for the project was provided by two (2) 200 gpm wells withdrawing from the Floridan Aquifer and pumping to a single 80,000 gallon ground storage tank with a tray aerator. Following treatment by chlorine injection, the system was provided pressure by two (2) 750 gpm high-service pumps and a 5,000 gallon pneumatic tank. The distribution system consisted of approximately 6,200 LF of 8" PVC water main, 26,000 LF of 6" PVC water main, and 32 fire hydrants.



Dina Bautista, PE, CFM

Project Engineer

RELEVANT EXPERIENCE

Bay County Water Transmission Replacement, North Bay, Bay County, FL. Project Engineer. This project consisted of replacing the existing subaqueous trenched in water main across North Bay with a new 30-inch Fusible PVC water main. The project consisted of a 2,600 LF directional bore across North Bay adjacent to Deer Point Dam and spillway. Our task was to complete design and permitting in 3½ weeks to meet a critical construction completion date prior to March 2016. In addition, our staff provided trouble shooting, and post design construction oversight.

Bay County Water Transmission Replacement, West Bay & SR 79, Bay County, FL. Project Engineer. This project consisted of replacing the existing subaqueous trenched in water main across West Bay with a new 30-inch Fusible PVC water main and a jack and bore replacement under State Road 79. The project consisted of approximately 1,200 LF directional bore across West Bay and approximately 300 LF of jack and bore under State Road 79. Design of the project started in March 2016 with construction completion in June 2016.

Watermain Replacement for 2297 Bridge Replacement, Callaway, FL. Project Engineer. This project consisted of design and permitting for a 16” water main replacement at the 2297 Bridge in Callaway. The replacement used Fusible PVC and horizontal direction drilling for the 1,000 linear foot bore. The project included minimal environmental impacts within upland areas. The design challenges included avoidance of deep, existing concrete wingwalls at the existing bridge/culvert crossing.

Long Avenue Watermain Replacement/Relocation, Port St. Joe, FL. Project Engineer. This project consists of approximately 9,000 linear feet of 10 inch water main relocation associated with planned street improvements for Long Avenue in Port St. Joe. The design challenges include multiple existing utilities within the right of way and a very limited space for the new water main. In addition the design had to include new service lines/meters for the current users and had multiple new connections with existing mains looped to the 10 inch main. Dewberry assisted the City in pursuing SRF funding for the project.

Nokuse Well Field Model Calibration and Permit Modification, Regional Utilities Florida Community Service of Walton County, Walton County. Project Manager. This project consisted of assisting Regional Utilities to apply for a new Consumptive Use Permit from NFWFMD in order to increase the Nokuse Well Field production to serve their growing service area. The project included growth projections and analysis of historical water use data, hydrogeologic modeling of the aquifer to show current and future drawdown, and assistance in applying and responding to Agency review of the permit request.

EDUCATION:

BS, Biological Engineering,
University of Missouri-Columbia

REGISTRATIONS:

Professional Engineer: FL (79785).
MO (2013000532)

Certified Floodplain Manager (US-
17-09717)

Qualified Stormwater Management
Inspector (366070)

Qualified Environmental
Professional per ASTM-1527-13 for
Phase I ESAs

YEARS OF EXPERIENCE:

Dewberry: 3

Prior: 8



Alex Lutterbach, EI

Staff Engineer

RELEVANT EXPERIENCE

Long Avenue Watermain Replacement/Relocation, Port St. Joe, FL. Staff Engineer. This project consisted of approximately 9,000 linear feet of 10” watermain relocation in conjunction with planned street improvements for Long Avenue in Port St. Joe. Main contribution included assistance in the production of the State Revolving Fund Facilities Plan.

Parker Wastewater Asset Management, Parker, FL. Staff Engineer. This project consisted of a total system condition assessment as well as repair or replacement of insufficient portions of the system. Main contribution included creating and implementing a condition rating system to determine highly critical areas throughout the system.

Jones Homestead Sewer Design, Gulf County, FL. Staff Engineer. This project consisted of the sizing and layout of approximately 12,000 linear feet of forcemain in an effort to alleviate the negative outcomes caused by the use of septic tanks in the area.

Gretna Effluent Reuse System, Gretna, FL. Staff Engineer. This project consisted of the sizing of a reuse pump and layout of approximately 1200 linear feet of reuse pipe. This project allowed for significant reduction in the plant’s monthly use of potable water and helped to create a more sustainable system.

EDUCATION:

BS, Biosystems Engineering,
Auburn University

REGISTRATIONS:

Engineering Intern: AL

YEARS OF EXPERIENCE:

Dewberry: 1



Jose Pereira, PE

QA/QC Manager

RELEVANT EXPERIENCE

SR 388 Utilities Relocation, Bay County, Florida. Project Manager. Served as project manager for the design to relocate approximately 5,000 LF of 42” Ductile Iron Water Transmission Main and 8” PVC Force Main to accommodate the widening of SR 388 on behalf of Bay County Utility Services. The project included two (2) 36-inch FPVC Horizontal Directional Bores (HDD) for the water transmission main and one 8-inch FPVC HDD for the force main, as well as, coordination with FDOT, Northwest Florida Beaches International Airport and Bay County Utility Services. The segment of utilities being relocated is approximately 2,500 LF west and 2,500 LF east of the intersection of West Bay Parkway and SR 388 in Bay County, Florida. In addition to meeting design standards in accordance with Bay County Utility Standards and FDOT District 3 Design Standards, the proposed utility relocations are to be permitted with the Florida Department of Environmental Protection (FDEP) and the Army Corps of Engineers (ACOE) to address any and all wetland impacts associated with the proposed construction activity.

McElvey Bypass Watermain, Bay County, FL. Project Manager. The project consisted of working with Bay County Utilities and Panama City Beach Utilities to design and construct a 16” WM to provide adequate water supply to the McElvey Water Booster Plant. Due to issues associated with the expansion joint on the existing 24” WM located within the Hathaway Bridge, Dewberry provided a solution for a temporary bypass to maintain water to the east end of Panama City Beach.

Wastewater Improvements, Parker, FL, Project Engineer. Dewberry worked with the City of Parker to inspect the condition of the City’s existing wastewater system and to identify areas that required upgrades and replacement. Dewberry prepared a Facilities Plan with recommendations, projected costs, and priorities for improvements and assisted the City in securing funds through the SRF. The work consisted of design for approximately 7,000 LF of sewer force main replacement, 2,450 LF of directional bores, lift station upgrades, and manhole rehabilitation.

EDUCATION:

MS, Environmental Engineering, Oklahoma State University

BS, Civil Engineering, Oklahoma State University

REGISTRATIONS:

Professional Engineer: FL (82808); OK

YEARS OF EXPERIENCE:

Dewberry: 25

Prior: 4



Cameron Morris

Environmental Scientist

RELEVANT EXPERIENCE

Windmark Beach Shoreline Restoration and Stabilization, Gulf County (Present). Dewberry is presently under contract with the Windmark Beach Homeowners Association to permit and design a 3,700 LF shoreline restoration and stabilization project that will include the placement of beach fill and construction of off-shore breakwaters.

Oyster Lake Restoration Project, Walton County, FL (2006 – Present).

Oyster Lake is a 20 acre naturally formed fresh water basin in Walton County, Florida, intermittently connected to the Gulf of Mexico (i.e. coastal dune lake). Assisted with permitting and design services to reconnect wetlands and aquatic communities with culvert to bridge replacements for the vast array of species utilizing both marine and freshwater environments. Beach and dune restoration, including the planting of sea oats, was done along both sides of the outfall to the Gulf of Mexico.

Gulf County Habitat Conservation Plan (HCP), Gulf County, FL (2015-2016).

Assisted in the development of Gulf County's HCP addressing impacts to federally listed species related to coastal development within the county.

Environmental Assessment for Port of Port St. Joe Expansion, Gulf County, FL, Project Manager.

Our firm was responsible for the environmental assessment of dredging 5.63 million cubic yards of dredge material from the federal channel at Port St. Joe and then disposing the dredge spoil across 370 acres, of which approximately 66 were wetlands, for the expansion of the Port of Port St. Joe. Specific tasks included wetland delineation, wetland evaluation, alternatives analysis, mitigation plan, biological assessment, flora and fauna surveys, and threatened and endangered species surveys and analysis.

Environmental Assessment for the Windmark Beach Shoreline Restoration and Stabilization, Gulf County. Environmental Scientist.

Responsible for the Environmental Assessment and permitting for the restoration and stabilization of 3,700 LF of shoreline that will include the placement of beach fill and construction of off-shore breakwaters.

EDUCATION:

MS, Civil Engineering, Florida State University

BS, Ecology, University of Georgia

CERTIFICATIONS:

Level I Wildland Hydrology Applied Fluvial Geomorphology

Level II Wildland Hydrology River Morphology & Applications

Level III Wildland Hydrology River Assessment & Monitoring

Level IV Wildland Hydrology Natural Channel Design

Instructor of Natural Channel Design

Motorboat, ATV, SCUBA, & Airboat Operator Certified

USDA NRCS Technical Service Provider (TSP-16-21552) – Channel & Streambank Stabilization, Wetland Biological Components, Wildlife, and Fish and Wildlife Habitat Plans

YEARS OF EXPERIENCE:

Dewberry: 4

Prior: 8



Leroy Evers

Senior CADD Technician

RELEVANT EXPERIENCE

Eastpoint Wastewater Treatment Facility Upgrade, Eastpoint, FL. Oversaw plans preparation on this project. This project involved upgrading the existing 165,000 gpd facility to 300,000 gpd including new sequencing batch reactor basins, expanded flow equalization and aerobic digester capacity, off-line reject water storage, lined effluent holding pond, high capacity effluent pumping, replacement of existing sprayfield system and the addition of new slow-rate land application.

Lynn Haven 2.5 MGD Wastewater Treatment Facility Upgrade, City of Lynn Haven, FL. Oversaw plans preparation for this project which included upgrading the existing 1.0 MGD facility to a capacity of 2.5 MGD including retrofitting existing tankage for increased digestion and flow equalization, mechanical bar screen, teacup degritter, cast-inplace sequencing batch reactors with pile foundations, high rate effluent filtration, medium pressure ultraviolet disinfection, off-line reject water storage, and effluent pumping for public-access irrigation.

Bristol Wastewater Collection and Treatment Facilities, Bristol, FL. Oversaw plans preparations for this project which included approximately 14 miles of gravity collection, 14 sewage pumping stations, 12 miles of force main, mechanical bar screen, teacup degritter, activated sludge treatment, flow equalization, disinfection, and beneficial re-use by rapid-rate infiltration basins.

Port St. Joe Wastewater Treatment Facility Improvements, Port St. Joe, FL. Plans preparations for this project which included converting the existing industrial wastewater treatment facility into a domestic wastewater treatment facility including the elimination of the surface water discharge and implementation of land application for effluent disposal. Design plans included controlled discharge from the existing facultative lagoon, rapid filtration, disinfection, and effluent pumping to rapid rate infiltration basins.

Point Washington 2.0 MGD Expansion, Walton County, FL. Oversaw plans preparations on this project which included upgrading the existing 2.0 MGD facility to a capacity of 4.0 MGD including the addition of a new 2.0 MGD process train in parallel with the existing 2.0 MGD train rehabilitated during this project. Engineering tasks included process and hydraulic design and permitting, and engineering services during construction. Components included a 15.0 MGD headworks (rotating drum screens and teacup degritters), dual sequencing batch reactors, flow equalization, rapid sand filtration, high-level disinfection, and increased sludge digestion capacity. The effluent from this facility is public-access quality and is used for irrigation within the Watersound residential area and Camp Creek golf course.

EDUCATION:

AS, Architectural Engineering
Technology, ITT Technical Institute

YEARS OF EXPERIENCE:

Dewberry: 20
Prior: 10



David Bartlett, PSM

Surveyor

RELEVANT EXPERIENCE

Bay County Water Transmission Replacement, West Bay & SR 79, Bay County, FL. Project Surveyor. This project consisted of replacing the existing subaqueous trenched in water main across West Bay with a new 30-inch Fusible PVC water main and a jack and bore replacement under State Road 79. The project consisted of approximately 1,200 LF directional bore across West Bay and approximately 300 LF of jack and bore under State Road 79.

Bay County Water Transmission Replacement, North Bay, Bay County, FL. Project Surveyor. This project consisted of replacing the existing subaqueous trenched in water main across North Bay with a new 30-inch Fusible PVC water main. The project consisted of a 2,600 LF directional bore across North Bay adjacent to Deer Point Dam and spillway. Our task was to complete design and permitting in 3½ weeks to meet a critical construction completion date prior to March 2016. In addition, our staff provided trouble shooting, and post design construction oversight.

Bay County Alternate Water Supply Project, Bay County, FL. Project Surveyor. This project consisted of a surface water intake, pump station and pipeline with the intake and pump station in the northern portion of Deer Point Lake Reservoir. The project has the capacity to deliver approximately thirty (30) million gallons per day of raw water, via pipeline easements along CR 2302 & CR 2321 right-of-way (ROW) to intersect the existing raw water line going to the Bay County Water Treatment Plant. The AWSP was designed and constructed in a manner so as not to cause significant harm to the water resource or ecology of the area and located so as to withdraw the optimum water quality available from this source. Our staff were part of this design-build team and were responsible for all surveying, design of the pipeline and connection to the existing, assisting with permitting, and periodic inspections.

REGISTRATIONS:

Professional Surveyor & Mapper: FL (LS4018)

YEARS OF EXPERIENCE:

Dewberry: 15

Prior: 30

ASSOCIATIONS:

Florida Surveying & Mapping Society (FSMS)



Jack Husband, PE

Structural Engineer (*Southeastern Consulting Engineers, Inc.*)



Education

Bachelor of Science in Civil Engineering, Florida State University, 2004
Associate in Arts Degree, Gulf Coast Community College, May 2000

Registrations and Certifications

Licensed Professional Engineer, Florida Registration No. 69169, December 2008

- FDEP Certified Stormwater & Erosion Control Inspector Certification
- Florida Building Code Administrative Core Certification
- Wetland Delineation Certification
- FEMA Incident Command Training
- FDOT CTQP Certifications – Earthwork, Asphalt, Advanced MOT, Final Estimates

Affiliations

- American Society of Civil Engineers (ASCE)
- Wewahitchka Volunteer Fire Department
- Chairman of the Gulf County Economic Development Alliance Board

Professional Experience

Mr. Husband has more than 13 years of experience and has completed hundreds of structural engineering jobs ranging in size from residential homes to commercial buildings. Mr. Husband has also completed numerous civil engineering jobs with a wide array of design & permitting from FDEP Potable Water, FDOH Well Design, FDEP Sanitary sewer systems including lift station design, FDOT Septic systems, FDEP/NWFWMD Environmental Resource Permits, FDEP/NWFWMD/ACOE Wetlands permitting, FDOT Driveway & Utility Permitting with turn lane Analysis, Subdivision design, Site Planning, Boat Ramp Design, Seawall Design, and Construction Engineering Inspection with contract administration. Mr. Husband has successfully completed Construction Engineering Inspection jobs for:

- Calhoun County
- Franklin County
- Gulf County
- Liberty county
- Wakulla County
- City of Bristol
- City of Callaway
- City of Wewahitchka



Jim Vickers, PE

Geotechnical Engineer (*Magnum Engineering*)



August 2006 to Current Date – Senior Geotechnical Engineer/ Principal Consultant/ Owner in Lynn Haven, Florida. Responsible for all aspects of Project Management and Geotechnical Engineering Consulting including site inspection and evaluation. Services include engineering analysis for preparation of Geotechnical reports, site recommendations, foundation design and stormwater design parameters.

June 2003 to March 2005 – Employed with Professional Service Industries (PSI), as Senior Geotechnical Engineer/Branch Manager in Panama City Beach, Florida. Responsible for all aspects of Project Management and Geotechnical Engineering including site inspection and evaluation, establishment of testing programs in laboratory and analysis for preparation of Geotechnical Engineering reports, site recommendations, and quality control for construction sites. Managed a staff of 12 and conducted overall administrative responsibilities for daily operations of the office

February 2002 to June 2003 – Employed with Williams Earth Sciences, as Senior Geotechnical Engineer/Branch Manager in Panama City, Florida. Responsible for all aspects of Project Management and Geotechnical Engineering including site inspection and evaluation, establishment of testing programs, laboratory testing and analysis for preparation of full written reports, site recommendations, and quality control. Managed a staff of 9 and had overall administrative responsibility for the day-to-day operations of the office, while actively pursuing new business.

1989 to February 2002 – Employed with Southern Earth Sciences, Inc., as Project Engineer /Assistant Branch Manager in Panama City, Florida. Duties included preparing Geotechnical reports, coordination of drill crews, assisting the branch manager with various office/field problems, coordination of laboratory testing and marketing.

Project Management experience includes such projects as C&D landfills, water treatment facilities and distribution, public schools, and Industrial parks. Field experience includes inspection and monitoring of pile installations, foundation load testing, evaluation of soft soil conditions, installation and monitoring piezometers, and settlement plates, supervision of technician performing routine field construction materials testing, and analysis of data and report preparation.

EDUCATION:

FLORIDA STATE UNIVERSITY
Bachelor of Science, Civil Engineering – 1996

GULF COAST COMMUNITY COLLEGE
Associates in Arts, General Education – 1993



Josef Anderson, PE

Electrical Engineer (*Automation Control Service, LLC*)

Experience

Automation Control Service, LLC

Engineering Manager

Sep 2015 to Present

Responsibilities include: ensuring the engineering department is staffed, trained, and equipped to meet the needs of our customers and company; approving authority for reviewing that the design documents ensure ACS standards, customers' specifications, and company's procedures are followed or met; interact with customers through the course of projects, ensuring that they are satisfied with the company's service; manage the process improvement for the engineering department.

Electrical Engineer

July 2011 to Sep 2015

Responsibilities include: designing and implementation of control and power distribution systems for ACSs' projects including SCADA system design, detailed control panel design, MCC, fault current calculations, Arc flash study, circuit protection coordination, PLC and HMI programming, testing, integration, implementation, and troubleshooting.

Areva Federal Services

Electrical Engineer

Aug 2008 to Jul 2011

Responsibilities included: design of electrical distribution and control systems; integration of various (Mixed Oxide) MOX process units meeting MOX Services quality program, NEC, UL 508A, IEEE 383, and IEEE 384 standards; designing one-line diagrams, load list, panel schedules, motor control schematics, loop diagrams, connection diagrams, panel layouts, bill of materials, I/O Lists, and control description documents; managing contracts with vendors and ensuring that quality standards were met or exceeded; managing the engineering change requests for over 300 control panels.

US Army

Soldier

June 1996 to March 2004

Responsibilities included: team leader, squad leader, training Non-Commissioned Officer (NCO) and safety NCO; mission briefs, training, well-being, and team building for 2 to 6 soldiers and junior NCOs during training, peace keeping, and combat operations; accountability and maintenance for various equipment with an estimated worth of over \$700,000; Department of Defense Security Clearance.

SIGNIFICANT EXPERIENCE

Water & Wastewater

The following water and wastewater designs or upgrades included: major electrical control systems upgrades, low voltage distribution, emergency power generation systems, selective coordination, variable frequency drives, power correction equipment, distributed plant control system, process instrumentation, fiber optic networks, wireless networks, high mast lighting, new process equipment, process and administration buildings. The project responsibilities included various design tasks and construction administration.

- Bonifay WWTP Improvements – Bonifay, FL
- North Baldwin Utilities Phase I – Bay Minette, AL
- North Baldwin Utilities Phase II – Bay Minette, AL
- Regional Utilities Blue Mountain Storage Tank – Santa Rosa Beach, FL
- Steinhatchee SCADA Upgrade – Steinhatchee, FL
- Destiny Irrigation System – Destin, FL
- Eufaula Water Works – Eufaula, AL
- ECUA Carriage Hills Water Treatment Plant – Pensacola, FL

• **EDUCATION**

- *University of Florida May 2008*
- B. S. Electrical Engineering

• **PROFESSIONAL REGISTRATION**

- *FL Professional Engineer*
- *AL Professional Engineer*



William Rollins, PG

Hydro-Geological Engineer (*Jim Stidham and Associates*)

St. James Bay; Franklin County, Florida

For this large development, which included an 18-hole golf course, Mr. Rollins was responsible for determining consumptive use impacts to the Floridan Aquifer resulting from the development of potable use supply wells and, also, the consumptive use impacts resulting from the use of surface water sources for irrigation of the proposed golf course. This work included multi-well aquifer testing and analysis to determine hydrogeologic parameters of the aquifers. This data was used for model input for Visual MODFLOW which was then calibrated to predict aquifer impacts and saline intrusion potential of the Floridan Aquifer and nearby users. Project tasks included analysis of previously performed multi-well aquifer tests, saltwater interface wells, wetlands monitoring, short-term/long-term pump tests, step pump tests, groundwater modeling, data analysis, and water quality analysis. The final Consumptive Use Permit provided sufficient resources for the client, with minimal impact to the environment.

Northwest Florida Water Management District: Tate's Hell Floridan Aquifer Study; Florida

This work consisted of a multi-year study of the groundwater resources of the Tate's Hell Wildlife Management Area of Franklin County, Florida performed under direct contract with the Northwest Florida Water Management District. Work consisted of: coordinating with District personnel in development of an exploration program; development of well construction specifications for a multi-well aquifer testing program; coordination with well drillers; oversight of well construction; chemical and physical data collection; short term pump testing; oversight of well development/geophysical logging/well completion; performance of 8 to 72 hour pumping tests, including use of automatic data loggers; and coordination with district personnel in data interpretation. Tasks completed as a part of this project included specific capacity tests, groundwater sampling, saltwater interface wells, and aquifer performance testing.

Private Client: St. James Island Hydrogeology Study; Franklin County, Florida

Mr. Rollins led the JSA team to help develop an aquifer resource investigation plan in order to assess the water resources of St. James Island. The purpose of this work plan was to perform a detailed research of available hydrogeological data, review this data, and provide a program for acquiring additional hydrogeological data across St. James Island, in order to determine the available water resource potential of the island. The initial part of this study consisted of historical research of Franklin County hydrogeology, and identified a total of four Aquifer Performance Tests, which have been performed within St. James Island. These comprehensive tests provide the most detailed aquifer information for this region, including aquifer production information, local lithology, and, in some cases, depth to the salt water interface. Local and regional hydrogeological data was categorized and plotted using a geographical information system to identify existing well locations and available chemical data (chlorides). An aquifer investigation program was developed for the Floridan and Surficial Aquifers. This proposed program consisted of a series of aquifer performance tests, geophysical logging, chemical testing, and saltwater interface determination borings.

EDUCATION

Masters Studies;
Florida State University

B.S., Geology;
Columbus State University

CERTIFICATIONS

Licensed Professional Geologist;
States of Alabama, Florida,
and Georgia

Licensed Water Well Contractor;
State of Florida

FAA 107 sUAS Pilot

TRAINING/OTHER QUALIFICATIONS

ASTM Phase I & II Training
Course; 2013

40-Hour Hazardous Waste Site
Safety Training to meet the
requirements of 29 CFR
1910.120, Current 8-Hour
Refresher

University of North Florida
Environmental Assessment
Training Course

University of Florida Computer
Model Training
(MODFLOW)

NWGA PEST Model Calibration
Training

NGWA MODFLOW Course
NGWA Visual MODFLOW
Advanced Training



Scott Sigler, PG

Hydro-Geological Engineer (*Jim Stidham and Associates*)

Aquatic Life Support Operations

As an Operations Manager with the Walt Disney World Company Mr. Sigler was responsible for developing, implementing and supervising the daily operation of water treatment systems, field sample collections, laboratory analysis, and report generation for aquatic environments within Animal Programs. His further responsibilities included system performance evaluation, the development of operational guideline documents, and consulting on corporate policy regarding water use in recreation, animal husbandry, discharge, and conservation.

Nutrient Analysis of Apalachicola Bay

This research project was directed at monitoring anthropogenic effects on nutrient mass balance in and around the Apalachicola Bay and river estuary. Monthly sample events were conducted to examine water column profiles for major nutrients, clarity, in-situ baseline parameters, sunlight intensity, salinity, and phytoplankton productivity. Mr. Sigler served in this project as a logistics coordinator, field participant and data QA/QC reviewer.

Multi-well Aquifer Tests and Geophysical Well Inspection

A Hydrogeological investigation was conducted for a growing coastal development community in the Florida panhandle. The objective of the investigation was to improve the knowledge of the Shallow and Intermediate aquifers, particularly with respect to the degree of hydraulic interaction between the two aquifers and the potential for impacts to area wetlands as a result of authorized withdrawals. Geophysical logs of natural gamma radiation were recorded to determine depth and thickness data of the aquifers and confining beds. Separate pumping tests were performed to determine horizontal conductivity of the two aquifers. Mr. Sigler served as the JSA Project Manager interacting with government agencies, overseeing piezometer installation, pumping test and data acquisition and the submission of deliverables to the participating agencies on behalf of the client.

Hydrogeological Investigation: Fate and Transport Investigations

Geologic investigations characterizing the hydrogeologic, chemical and physical properties of Florida springs and associated source aquifers. The work consists of conducting multiple soil borings by DPT to identify water bearing formations and confining strata, the installation of piezometers throughout the basin, construction of a pumping well, development and pumping withdrawal analysis. Water samples are also collected from the spring and aquifer for comparison of chemical characteristics. The goal of the studies is to improve the knowledge of the spring and aquifer, particularly with respect to the degree of hydraulic connectivity between them. Mr. Sigler serves as the JSA Project Manager overseeing the field processes of lithologic description, piezometer installation, sample collection, pumping test and data acquisition and the submission of deliverables to the client.

EDUCATION

M.S., Chemical Oceanography,
Florida State University

B.S., Geology, Florida State
University

A.A., Business Studies,
St. Petersburg College

MEMBERSHIPS

Aquatic Animal Life Support
Operators (AALSO)

Geological Society of America

National Groundwater Association

Water Environment Federation

TRAINING/OTHER QUALIFICATIONS

Professional Geologist in the State
of Florida. P.G. #2471

38 Hour ACoE Wetlands
Delineation & Management
Certified

16 Hour Florida Statewide (62-
340) Wetland Delineation
Training

40 Hour Hazardous Waste Site
Safety Training meeting the
requirements of 29 CFR
1910.120

Certified Life Support Operator
(AALSO)
Certified Pool Operator (NSPF)

Understanding and Approach

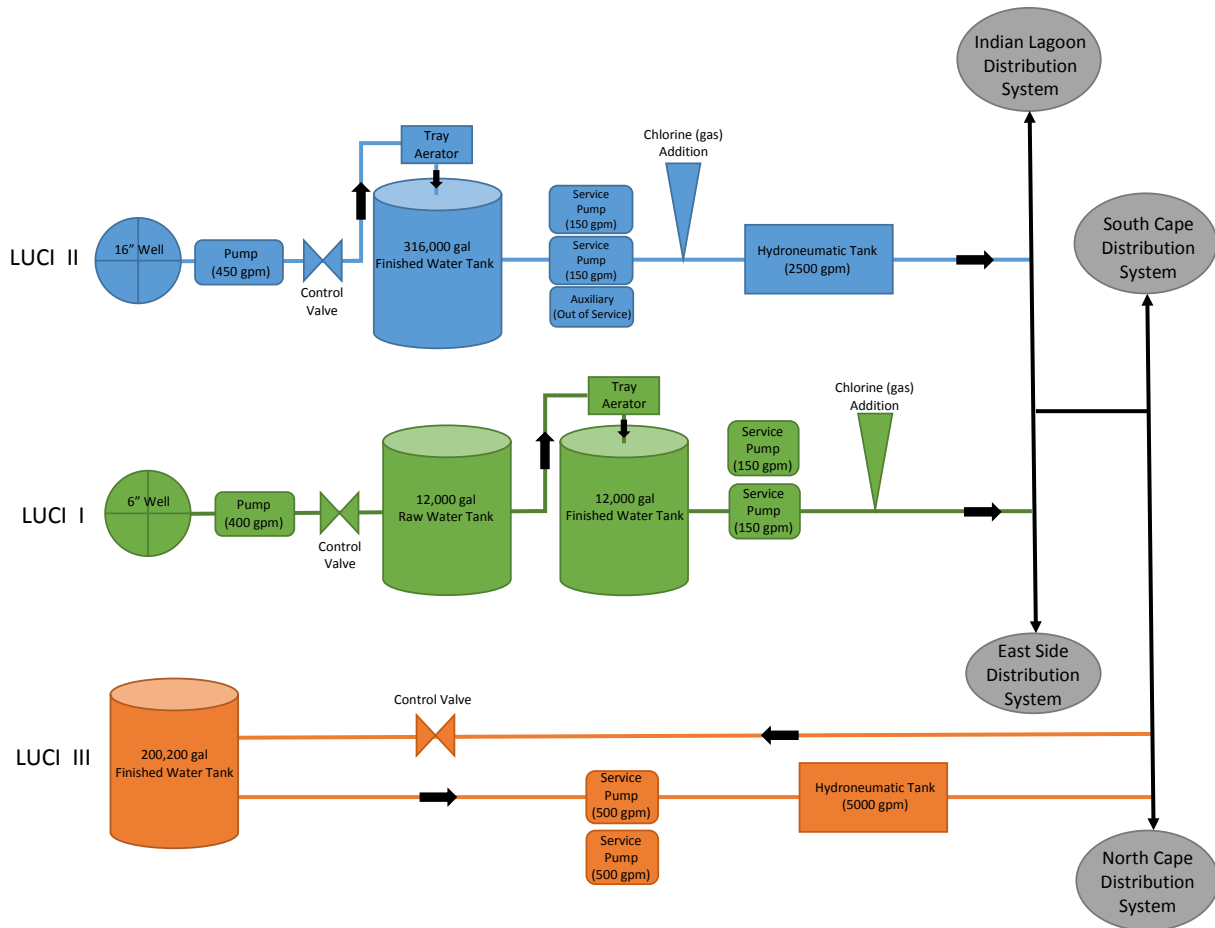
UNDERSTANDING LOCAL NEEDS

It is essential for LUCI to get the most out of their existing assets with common sense solutions that solve problems without breaking the bank, as we know that your budgets are not unlimited. We work for many clients with similar size systems, which has allowed us to develop an in-depth understanding of the challenges that could potentially arise on a daily basis.

All tasks will be performed with the highest level of attention to detail to ensure that LUCI receives a quality product with each task. Dewberry understands that LUCI desires to upgrade its water supply, treatment, and booster pumping facilities to provide resiliency and meet future demands. The project will include a new supply well

with treatment, storage, and high service pumps. Major upgrades of the treatment systems and high service pumps at the existing well and plant site known as LUCI II, and an additional pump and treatment at the booster station on Cape San Blas known as LUCI III will also be included. Additionally, Dewberry will design the replacement of existing water main bridge crossings at three locations in the distribution system with directional bores under the surface water. We also commit to assigning work to qualified personnel in sufficient numbers to meet performance schedules and exceed expectations.

LUCI is seeking funding from the State Revolving Fund (SRF) program for this project; Dewberry has successfully completed several similar projects for clients using this same funding program. Therefore, we are not only intimately familiar with LUCI and it's needs, but we are also familiar with the SRF funding process from planning to construction completion and project closeout.



Unmatched System Knowledge: Having been the Engineer of Record for LUCI for the past 25 years, we have an unparalleled understanding of the existing facilities. We have taken the lead on all of the utility's Consumptive Use Permitting, Capacity Analysis Reporting, Master Planning, emergency repair assistance, distribution system extensions, well upgrades, and distribution mapping and computer modeling.

Utilizing our proven management approach, the previously proposed Dewberry team will be able to assist you with a variety of project services ranging from preliminary engineering through design and construction. The overriding objective of this contract is to partner with LUCI to deliver quality projects in a consistent, cost-effective, and timely manner. A brief overview of anticipated project activities that Dewberry will provide under each of these phases is outlined as follows.

APPROACH TO THE PROJECT

Phase 1 - Project Initiation

Dewberry will prepare for an initial meeting with LUCI staff by gathering available information such as floodplain maps, topographic maps, soil survey reports, environmental resource and wetland maps, and property ownership maps. We will also request any available information such as existing utility maps, relevant pump data, and existing water customer information. Having gathered and reviewed available data, we will develop an initial project schedule and work plan. We will then meet with LUCI staff to discuss the project scope, requirements, conceptual layout and schedule.

Phase 2 - Preliminary Design

Using the knowledge we have about LUCI's service area and distribution system, Dewberry will establish the existing customer base and project population grown for at least 20 years. The WaterCadd model we have built will then be used to evaluate the effect of future demands and fire flow scenarios on the existing system. Scenarios will then be evaluated to determine required well pumping capacity, storage, booster pumping, and treatment for water quality, disinfection and disinfection by-products. Model results and established design criteria will then be used to plan the new well location and capacity, determine the required raw groundwater treatment, finished water storage and pumping capacities. This same design approach will be applied to the existing well site known as LUCI II. The booster station (LUCI III) will also be modeled to determine if additional treatment, storage, or pumping capacity is needed.

These scenarios will be presented in the form of a Preliminary Engineering Report (PER). LUCI staff will be an integral part of this preliminary evaluation and formal design and permitting will not be initiated until a consensus is reached on the desired process.

Phase 3 - 30% Design and Permitting

Having established the general requirements for plant upgrades, we will mobilize our surveyors, hydrogeologists, and geotechnical subconsultant to obtain information necessary for design. Dewberry will meet requirements of the Florida Department of Environmental Protection (FDEP), FDOT, Gulf County, and internal design criteria to produce construction drawings and bid documents. The 30% design deliverable will include a plan view of existing and proposed improvements. Full-size 30% complete drawings will be made available to LUCI staff for review. Subsequently, we will meet with LUCI staff to discuss comments and resolve questions or concerns.

Phase 4 - 60% Design and Permitting

Once we have received the review comments from LUCI staff on the 30% design, we will revise the plans and prepare the full construction plans for the 60% design. These plans will provide the details of the new well and water plant (LUCI IV), upgrades and renovations at LUCI II, upgrades at LUCI III, and directional bores at the three existing water main bridge crossings. We will also prepare the detailed floor plans for the control buildings at LUCI II and LUCI IV.

All required local and state permits will be obtained by Dewberry prior to the bidding phase of the project. All forms and required attachments for submittals will be our responsibility, including formally addressing requests for additional information. Permitting will include, but may not be limited to, the following:

- FDEP Notice of Intent to use General Permit for Construction of Water Main Extensions (Form 62-555.900 (7))
- FDEP Application for a specific permit to Construct PWS Components (Form 62-555.900(1))
- FDEP Notice of Intent to use Generic Permit for Stormwater Discharge from Large Construction Activities (Form 62-621.300 (4)(b))
- FDEP Generic Permit for the Discharge of Produced Groundwater
- Northwest Florida Water Management District
- FDOT Utility Permit, if required, per Rule 14-46.001, FAC
- Gulf County Building Permit

Phase 5 - Final Design

Resolved review comments from the 60% submittal and comments from internal QA/QC reviews will be reflected in the 90% design. Construction drawings will be produced on 24" x 36" sheets including demolition, maintenance of traffic (MOT), stakeout, plan-and-profile sheets of directional bores, architectural, structural, mechanical, and electrical plans and details, water and sewer details, erosion control details, and restoration details including paving and drainage. The 90% design deliverable including construction drawings, technical specifications, design calculations, and cost opinion will be made available for LUCI review. Additionally, internal QA/QC reviews will be conducted for accuracy and constructability.

Once review comments are received and incorporated, Dewberry will produce final construction drawings and a bid form with a schedule of quantities of materials and equipment. An updated cost opinion will also be provided.

Phase 6 - Bidding and Construction Services

During the bidding process, Dewberry will support LUCI staff by assisting with questions from bidders, providing formal answers, and evaluating bids received. After award of the project construction to a successful bidder, we will conduct a pre-construction conference with all stakeholders. During construction, we will provide review of shop drawings and submittals, inspection and maintenance of daily logs, maintenance of testing results, response to contractor's questions, review of pay requests, as-built reviews, final certifications, and project closeout documentation.

Quality Control

We promote project expediency and minimize problems through a thorough Quality Assurance/Quality Control (QA/QC) process. As a standard practice, Quality Management Plans will be developed for every project. These plans feature the “Plan-Do-Check-Act” cycle to manage project budget and quality (illustrated below).

Our QA/QC processes are well developed and institutionalized to minimize errors and omissions in our work products. From time to time situations do arise that require a need to make field adjustments to design plans. Early detection, work relations based on honesty and integrity, and strong communications skills are essential to making these corrections with minimal impact to the overall project budget and schedule.

We integrate Quality Assurance into the development of the project through the study, design, and production process rather than applied as a separate system. As an integral program, the intent is to avoid poor decisions or errors rather than find and correct mistakes and problems: “backtracking” to correct errors or omission can negatively impact the schedule.

Philip Jones, Project Manager, and Jose Pereira, QA/QC Manager, will work together to ensure that a quality project is delivered for LUCI staff on time and within budget.

Our internal QA/QC Program begins immediately after a Notice to Proceed is issued and consists of the following elements:

- Multi-discipline technical input and design coordination through structured project team meetings including all assigned subconsultant personnel.
- Structured review at completion of 30% design, 60%, 90% and 100% stages for adherence to criteria, suitability of material and system selection.
- Building time into the schedule specifically allocated to QA/QC reviews at each project milestone, appropriate to the level of QA/QC being performed.
- Coordination of engineering design and construction phasing, and evaluation of cost estimates and project budget.
- Periodic peer review during design development for suitability, accuracy, and completeness.
- A final review by senior quality control staff for technical accuracy, and interdisciplinary coordination.



Schedule

The key to Dewberry's management program is our ability to clearly define, at the outset of the project, the client's goals and objectives, cost and schedule requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule which efficiently allocates project resources, tracks costs, and manages the critical path schedule.

Dewberry understands, from our prior contracts that a schedule is often the most important aspect of the project because, if not delivered on time, the project may lose funding and will be lost to the client. Philip Jones, PE, BCEE will coordinate with the proposed team and supporting members to ensure successful delivery of on-time products and services. Dewberry also understands that schedule changes may occur due LUCI staff needs, if any emergency were to happen, the team will promptly begin assessing the fastest method of correcting the issue while remaining within a practical budget.

Schedule Management Process

- **Establish Schedule** based on client needs. We will work with the client and other team members to establish a realistic and meaningful schedule. This schedule will include all tasks required by all team members. Client needs that drive scheduling are considered with respect to funding sources and construction timing.
- **Review Schedule** to determine critical path or long lag time tasks. This step in the process helps us begin long lag items earlier and prevents "schedule creep" and last minute schedule impacts.
- **Develop Time and Resource Requirements** to meet schedule. Without this step, the schedule is meaningless. Realistic and meaningful schedules can be met if adequate time and resources are dedicated to the project. We commit to LUCI that we will dedicate the time and resources to the project that are required to meet the established schedule and deadlines.
- **Periodic Review of Progress** and schedule adherence. We will review the progress of the project internally on a weekly basis and periodically with our client.
- **Make Adjustments to Time and Resource Dedications** as necessary to meet schedule. In addition to those identified in this proposal, we have over 100 employees within Florida a few hours' drive of LUCI. We will commit additional resources from other offices if necessary to meet the schedule.

Reputation and Client References

Dewberry takes pride in client satisfaction and providing a high level of quality service, which has enabled our firm to develop long-standing relationships with City and County Governments. We welcome you to contact any of our client references listed below.

Gadsden County

Robert Presnell
County Administrator
PO Box 1799
Quincy, Florida 32353
850.875.8650
countyadministrator@gadsdencountyfl.gov

Gulf County

Michael Hammond
County Administrator
1000 Cecil G. Costin Sr. Blvd.
Port St. Joe, FL 32456
850.229.6106
mhammond@gulfcounty-fl.gov

Liberty County

Kathy Brown
Clerk of Court
10818 NW SR 20
Bristol, FL 32321
850.643.2215
info@libertyclerk.com

Wakulla County

David Edwards
County Administrator
PO Box 1263
3093 Crawfordville Hwy.
Crawfordville, FL 32327
850.926.0919 ext. 702
dedwards@mywakulla.com

Town of Altha

Carol Finuff
Town Clerk
P.O. Box 6
Altha, Florida 32421
850.762.3280

City of Mexico Beach

Mell Smigielski
City Administrator
PO Box 13425
Mexico Beach, Florida 32410
850.648.5700

City of Parker

Nancy Rowell
City Clerk
1001 West Park Street
Parker, Florida 32404
850.-871.4104

City of Port St. Joe

Jim Anderson
Public Works Manager
1002 Tenth Street
Port St. Joe, Florida 32456
850.229.8261

Regional Utilities

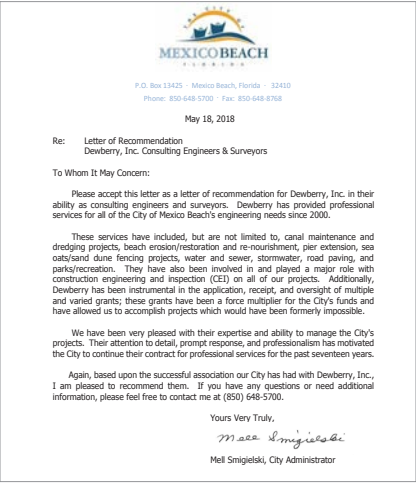
Ryan Douglas
Engineering Manager
4432 US Highway 98 East
Santa Rosa Beach, FL 32459
850.231.5114

Our Clients Say It Best



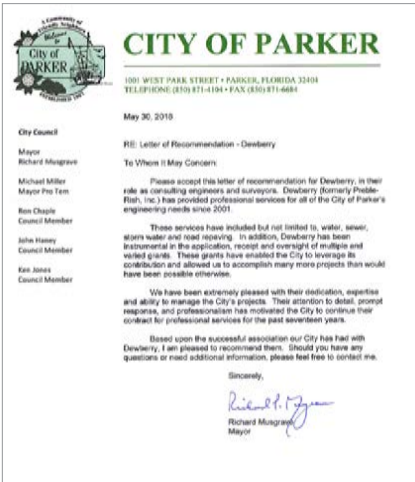
CITY OF PORT ST. JOE

"[Dewberry] always provides the City with quality, professional services. Their work has always been done in a timely and professional manner. Their track record with the City of Port St. Joe is excellent..."



CITY OF MEXICO BEACH

"We have been very pleased with [Dewberry's] expertise and ability to manage the City's projects. Their attention to detail, prompt response, and professionalism has motivated the City to continue their contract for professional services for the past seventeen years."



CITY OF PARKER

"We have been extremely pleased with [Dewberry's] dedication, expertise and ability to manage the City's projects. These services have included but not limited to, water, sewer, storm water and road repaving. In addition, Dewberry has been instrumental in the application, receipt and oversight of multiple and varied grants. Their attention to detail, prompt response, and professionalism has motivated the City to continue their contract for professional services for the past seventeen years."

GULF COUNTY

"[Dewberry] has designed roads, multi-use paths, stormwater projects, hurricane shelter, jail addition, administration building, landfill expansions, and numerous other projects for Gulf County. I am proud to recommend Dewberry for any engineering or surveying needs."



