

BOARD OF COUNTY COMMISSIONERS

GULF COUNTY, FLORIDA

INFORMATION

JUNE 28, 2011

PAGE NO.

BCC CORRESPONDENCE:

- A) Chairman:
Agent of Record (Brown & Brown Insurance, Inc.) 1
Brenda Garth, George Duren, and Mitch Coleman (Forgotten Coast
Warrior Weekend) 2

CORRESPONDENCE TO BCC:

- B) Clerk of Court (Notice of Unclaimed Moneys) 3
C) Early Learning Coalition of Northwest Florida (School Readiness Program) . 4
D) FL Dept. of Environmental Protection (Notice of Approval of Florida
Coastal Management Program Routine Program Change Request). . 5-6
E) Florida Public Service Commission (Notice of Proposed Agency Action) . 7-12
F) Thompson Pump & Manufacturing Co., Inc. (Stumphole Revetment Project) 13-14

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: boccc@gulfcountry-fl.gov
WEBSITE: www.gulfcountry-fl.gov

June 20, 2011 DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

BC/BS of Florida
Laura Fortino, Account Coordinator
1002 West 23rd Street
Suite 150
Panama City, FL 32405

Florida Combined Life
4800 Deerwood Campus Parkway
Bldg. 200, 6th Floor
Jacksonville, FL 32246

ING
1715 N. Westshore Blvd., Ste 300
Tampa, FL 33607

Humana Comp Benefits
1511 North Westshore Blvd. #1000
Tampa, Florida 33607

To whom it may concern,

Effective immediately, please recognize Brown & Brown, Inc. of Daytona Beach, FL as our broker of record, for the above referenced policies. This letter rescinds all previous appointments and shall remain in full force until cancelled in writing.

Please furnish Brown & Brown, Inc. with any and all information concerning my past, present, or future insurance coverage's including, but not limited to, policies, endorsements, proposals, rates, and claims or loss information. Send all appropriate correspondence to Ms. Julie Freidus, Vice President, Brown & Brown, Inc., P.O. Box 2412, Daytona Beach, FL 32115-2412.

I understand that Brown & Brown, Inc. is not responsible for any error or omission in my past or present insurance coverage's to which this letter applies.

Should you have any questions or concerns regarding this matter, please feel free to contact me. Thank you for your cooperation.

Sincerely,


Authorized Signature

June 20, 2011
Date

cc: Julie Freidus

BOARD OF COUNTY COMMISSIONERS GULF COUNTY, FLORIDA

2

1000 CECIL G. COSTIN, SR. BLVD., ROOM 302, PORT ST. JOE, FLORIDA 32456
PHONE: (850) 229-6106/639-6700 • FAX: (850) 229-9252 • EMAIL: boccc@gulfcountry-fl.gov
WEBSITE: www.gulfcountry-fl.gov

DATE AND TIME OF MEETINGS: SECOND AND FOURTH TUESDAYS AT 6:00 P.M., E.T.

June 14, 2011

Brenda Garth, President
George Duren
Mitch Coleman
Forgotten Coast Warrior Weekend
P.O. Box 1022
Port St. Joe, FL 32457

Dear Brenda, George and Mitch:

On behalf of the Gulf County Board of County Commissioners, I would like to take this opportunity to express my gratitude for your dedication to the Wounded Warrior Project. This very worthwhile project honors our warriors of war and sets our county apart in a small way to show our thankfulness for their service.

You have dedicated your time and unending energy and created a wonderful program that you should be very proud to represent. Your efforts have made a long lasting impact on these service men and women and I am proud to support these efforts.

Thank you again for your dedication and service.

Respectfully,

GULF COUNTY BOARD OF COUNTY COMMISSIONERS



Warren J. Yeager, Jr.
Chairman

2011 JUN 15 AM 11:55

2

**Notice of Unclaimed Moneys held by the
Gulf County Clerk of Circuit Court**

The following is a list of unclaimed moneys held by the Clerk of the Circuit Court. Unless such, moneys are claimed on or before September 1, 2011, they shall be declared forfeited to Gulf County Courts.

Persons having or claiming any interest in such funds or any portion of them shall file their written claims with the Clerk of Circuit Court of Gulf County by September 1, 2010 and shall make sufficient proof to the Clerk of their ownership and upon so doing shall be entitled to receive any part of the moneys so claimed.

Unless claim is filed within such time as aforesaid, all claims in reference thereto are forever barred. Florida Statute 116.21.

Clerk's Trust Fund:

Robert Scarabin - \$205.00; Marshall Watson - \$6.00; Emily Mackey - \$18.00.

Registry of the Court

Charles Isler III - \$100.00; Charlie Brock - \$237.78.

Rebecca L. Norris,
Clerk of the Circuit Court
Gulf County, Florida

By Carla O'Dell
Deputy Clerk
July 1, 2010

Advertise: June 30, 2011
Ad #2011-32
Invoice: Gulf County Clerk of Court
Ad Size: Legals

2011 JUN 20 AM 11:08

**Early Learning
Coalition of
Northwest
Florida Inc.**



GULF COUNTY
2011 JUN 13 PM 1:20
GULF COUNTY
COMMISSIONERS

2011 JUN 22 AM 11:17

OFFICE OF COUNTY CLERK
GULF COUNTY, FLORIDA

June 10, 2011

Chair
Jon McFatter

Vice Chair
David Melvin

Treasurer
Jerry Sowell

Secretary
Darrin Wall

Executive Director
Lynne Eldridge

Contact Information

Phone: (850) 747-5400
Fax: (850) 747-5450
Toll Free: 1-866-277-9077
www.elcnwf.org

CCR&R/Warmline:
1-866-269-3022

Family Success Offices

Regional Office One
4636 Hwy. 90 East, Suite E
Marianna, FL 32446

Regional Office Two
17731 NE Pear Street
Blountstown, FL 32424

Regional Office Three
703 West 15th Street, Suite A
Panama City, FL 32401

Gulf County Board of Commissioners
1000 Cecil G. Costin, Sr. Blvd.
Port St. Joe, FL 32456

Dear Commissioners:

Each year the Early Learning Coalition of Northwest Florida's School Readiness Program allows approximately 60 families with young children to continue employment or school while providing their children with a quality early learning program. However, to continue providing this program the Coalition must seek support from its local community.

The State of Florida requires local Coalitions to collect 6% matching funds from each county it serves. The Coalition is requesting your assistance in obtaining part of this state required cash match of funds for our 2011-2012 School Readiness Program, which totals approximately \$6,900 for Gulf County. With your contribution, the nearly \$280,000 currently used to provide direct services will be maintained to serve children in this community.

Our Coalition realizes that funding is limited; however, please consider the substantial economic impact our program has in these communities. School Readiness funding helps stabilize, strengthen, and foster growth in the families and community businesses. School Readiness funding assists the private child care provider to ensure parents have a safe, nurturing environment to leave their child in. Parents feel better about leaving their children to go to work. The parent enters and stays in the workforce reducing unemployment while increasing spending in the local community. The working parent brings disposable income into the household, strengthening the family's ability to maintain self sufficiency. This disposable income is then spent in the community which directly fosters stability in local businesses. When organizations, community businesses, and parents work together- families are strengthened, communities grow, and children fulfill their purpose.

With your support, the Early Learning Coalition of Northwest Florida, Inc. can ensure that every child will be prepared for school and life. If you have any questions or would like to learn more about our programs and services, please contact me at (850) 747-5400 or lynne.eldridge@elcnwf.org.

Sincerely,

Lynne Eldridge
Lynne Eldridge
Executive Director



INNOVATION
JUN 16/28/11 CC



Lynn Lanier

From: Koutz, Leesia [Leesia.Koutz@dep.state.fl.us]
Sent: Thursday, June 09, 2011 1:11 PM
To: admin.assist@taylorcountygov.com; abalogun@cityofwestpark.org;
ascott@wiltonmanors.com; baldwinmayor@comcast.net; bcc-allcommissioners@pbcgov.org;
bccd1@sjcfl.us; bentont@miamishoresvillage.com; beverlybeachtown@bellsouth.net;
bholloway@nassaucountyfl.com; bmoeller@cityofsunrise.org; brinytownclerk@yahoo.com;
bronsonclerk@bellsouth.net; calston@southbaycity.com; cityadministrator@valp.org;
cityclerk@ci.zephyrhills.fl.us; cityhall@ci.south-pasadena.fl.us; cityhall@westonfl.org;
citymanager@stpetebeach.org; citymgr@covb.org; cityofst.marks@comcast.net;
cityofweekiwachee@yahoo.com; citywewa@fairpoint.net; collinsm@ci.williston.fl.us;
comish@martin.fl.us; commissioner4@gulfcounty-fl.gov; commissioners@pascocountyfl.net;
comm-salter@santarosa.fl.gov; cosa@ci.st-augustine.fl.us;
CountyAdministrator@hernandocounty.us; cwmyaguilar@bellsouth.net;
dennismoss@miamidade.gov; dfitzgerald@southdaytona.org; dist3@leegov.com;
djohnson@mywinterhaven.com; donna.hayes@mymanatee.org; donnafiala@colliergov.net;
fedmunds@myseminole.com; fmccall@centuryflorida.us; hagank@hillsboroughcounty.org;
horacefelu@bellsouth.net; hrose@westmelbourne.org; jaffroni@templeterrace.com;
jchristie@ci.stuart.fl.us; jcurry@co.okaloosa.fl.us; jeffm@tamarac.org;
jroberts@tampabay.rr.com; jthaxton@scgov.net; kathy.daniels@titusville.com;
levybocc@circuit8.org; lfrankel@wpb.org; lstelze@ci.venice.fl.us; mlecouris@ctsfl.us;
marvinhundert2@bellsouth.net; mcrotty@satellitebeach.org; mholland@flaglercounty.org;
mkyoung@co.escambia.fl.us; mmaxwell@townofbelleair.net; mmoron@franklinclerk.com;
mschmidt@cityofsweetwater.fl.gov; nedelcup@sibfl.net; nelldykes@cincobayou.com;
neugent-george@monroecounty-fl.gov; pam.iorio@tampagov.net; rclark@coj.net;
rgillmor@cityofsebastian.org; richard.clapp@sarasotagov.com; rschleicher1@aol.com;
rsilverboard@mytreasureisland.org; rwalker@springfield.fl.gov; sabadmin@cityofsab.org;
sancouncil@misanibel.com; sop0166@aol.com; tish.elston@stpete.org;
tocmayor@windstream.net; townhall@bayharborislands.org; townofcloudlake@msn.com;
wdavis@ircgov.com; xcity@bellsouth.net
Cc: Kavanagh, Christopher
Subject: NOAA approval of 2010 FCMP Routine Program Changes
Attachments: rpc10 LG public notice memo2.pdf



Florida Department of Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Rick Scott
Governor

Jennifer Carroll
Lt. Governor

Herschel T. Vinyard Jr.
Secretary

To: Local Governments
Relevant State and Federal Agencies
Interested Parties

From: Danny Clayton, Administrator
Florida Coastal Management Program

Date: June 17, 2011

2011 JUN 22 AM 11:16

6/28/11 LL

Subject: NOTICE OF APPROVAL OF FLORIDA COASTAL MANAGEMENT
PROGRAM ROUTINE PROGRAM CHANGE REQUEST

On June 2, 2011, the State received concurrence from the Federal Office of Ocean and Coastal Resource Management (OCRM) that the proposed changes to the approved Florida Coastal Management Program (FCMP), with certain exceptions as noted in the routine program change submission located at <http://www.dep.state.fl.us/cmp/federal/fedconsrv.htm>, constitute routine changes as defined by 15 C.F.R. 923.84, implementing the Federal Coastal Zone Management Act (16 U.S.C. ss. 1451 et seq.). The proposed changes were noticed in the FAW on February 11, 2011.

These incorporated changes do not result in any substantial change to the enforceable policies or authorities of the FCMP related to uses subject to management, special management areas, boundaries, authorities and organization or coordination, public involvement, and national interest.

As of the date of this notice, these changes are incorporated into the FCMP and federal consistency applies to these statutory and rule changes. This notice has been sent to affected parties, including local governments, state agencies, and regional offices of relevant federal agencies as required by 15 C.F.R. 923.84(b)(4).

For more information on this Routine Program Change and the list of persons and organizations notified, please contact: Mr. Christopher Kavanagh, Department of Environmental Protection, Florida Coastal Management Program, 3900 Commonwealth Boulevard, Tallahassee, FL 32399-3000, (850) 245-2168.

Thank You.

Leesia Koutz

Environmental Specialist III
Florida Coastal Management Program
Office of Intergovernmental Programs
(850) 245-2179

The Department of Environmental Protection values your feedback as a customer. DEP Secretary Herschel T. Vinyard Jr. is committed to continuously assessing and improving the level and quality of services provided to you. Please take a few minutes to comment on the quality of service you received. Simply click on [this link to the DEP Customer Survey](#). Thank you in advance for completing the survey.

.BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of negotiated purchase power contract with Trans World Energy LLC by Progress Energy Florida, Inc. | DOCKET NO. 110047-EQ
 ORDER NO. PSC-11-0255-PAA-EQ
 ISSUED: June 13, 2011

The following Commissioners participated in the disposition of this matter:

ART GRAHAM, Chairman
 LISA POLAK EDGAR
 RONALD A. BRISÉ
 EDUARDO E. BALBIS
 JULIE I. BROWN

2011 JUN 22 AM 11:17

NOTICE OF PROPOSED AGENCY ACTION
ORDER APPROVING NEGOTIATED PURCHASED POWER AGREEMENT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

BACKGROUND

On February 3, 2011, Progress Energy Florida, Inc. (PEF) filed a Petition requesting approval of a negotiated contract for the purchase of firm capacity and energy between Trans World Energy LLC (Trans World) and PEF. The negotiated purchased power contract is based on Trans World constructing, owning, and operating a biomass electric generating facility (Trans World Facility or Facility) in Citrus County, Florida, with an in-service date of July 1, 2013. Trans World proposes to sell 40 Megawatts (MW) of firm capacity and associated energy from the Trans World Facility to PEF for a term of 20 years.

The Trans World Facility will use a gasified biomass product as its primary fuel and it is planned to run at a capacity factor of 94 percent for an expected annual energy production of 329,373 Megawatt-hours (MWh). Trans World has obtained a letter of intent for fuel supply, but a fuel contract has not yet been signed. Trans World plans to outsource some of its contract obligations such as the engineering, construction, and general contractor management to other companies. Trans World estimates that 100 jobs will be created in Florida during the construction phase and 45 jobs during the operation stage of the facility. Trans World has obtained financing for the proposed project. The proposed facility will operate as a Qualifying

DOCUMENT NUMBER-DATE

04060 JUN 13 =

FPSC-COMMISSION CLERK

6/28/11 CL

Facility as defined by Federal Energy Regulatory Commission rules 18 C.F.R. § 292.101 – 292.207 (1980) and Rule 25-17.080, Florida Administration Code (F.A.C.).

As explained in detail below, we approve the negotiated power purchase agreement between PEF and Trans World. We have jurisdiction over this matter pursuant to Sections 366.051, 366.91, and 366.92, Florida Statutes (F.S.).

DECISION

As mentioned above, Trans World proposes to sell 40 MW of firm capacity and energy from the Facility to PEF for a 20-year term from the in-service date of July 1, 2013. Rule 25-17.0832(3), F.A.C., provides that in reviewing a negotiated firm capacity and energy contract for the purpose of cost recovery, we shall consider factors relating to the contract that would affect the utility's general body of retail and wholesale customers, including; the need for power, the cost-effectiveness of the contract, the security provisions for early capacity payments, and the performance guarantees associated with the generating facility. We consider each of these factors below.

Need for Power

PEF's 2011 Ten-Year Site Plan shows its next planned capacity addition in 2020, but it is important to note that the business requirements for renewable generators do not always match the reliability needs of a utility. The negotiated contract is proposed to provide capacity from 2013 through 2033, and as we will explain, the overall payments under the contract are cost effective. Although the proposed facility alone provides a relatively small reliability benefit, the aggregation of several purchased power contracts from renewable facilities may help to defer the construction of a future utility generation unit. It has been our policy to approve cost-effective contracts that use renewable resources as the primary fuel. Rule 25-17.001(5)(d), F.A.C., encourages electric utilities to:

Aggressively integrate nontraditional sources of power generation including cogenerators with high thermal efficiency and small power producers using renewable fuels into the various utility service areas near utility load centers to the extent cost effective and reliable.

Therefore, we find that the proposed negotiated contract will enhance PEF's system reliability, encourage the use of renewable fuels in Florida, and promote fuel diversity for PEF's ratepayers.

Cost-Effectiveness

PEF provided an analysis in its petition that compared the negotiated contract payments to the payments pursuant to its 2010 Standard Offer Contract, a 178 MW natural gas-fired combustion turbine that would come into service on June 1, 2018, with a 94 percent capacity factor. The negotiated contract payments were estimated to provide a Net Present Value (NPV) savings of \$61.6 million compared to the 2010 Standard Offer Contract. On April 1, 2010, PEF filed a Petition for approval of its 2011 Standard Offer Contract that included a new avoided

unit, a 178 MW natural gas-fired combustion turbine that would come into service on June 1, 2020.¹ PEF provided an additional analysis that compared the negotiated contract payments to the 2011 Standard Offer Contract. Given the later in-service date of the new avoided unit, the negotiated contract payments were estimated to produce NPV savings of \$28.5 million. These values are summarized in the table below:

Comparison of Projected NPV Savings from Negotiated Contract		
	Estimated Savings When Compared to:	
	2010 Standard Offer	2011 Standard Offer
NPV Total	\$61,597,000	\$28,453,000

These savings begin to accumulate from the start of the in-service date and produce savings each year for the life of the Facility.

Traditionally, payments to Qualifying Facilities have been divided into two parts, capacity and energy, and are based on the cost of capacity and energy from the designated avoided unit. The capacity portion (\$/kilowatt-month) is based on a specific rate and payment stream (levelized, normal, early, or early levelized). The energy portion (\$/MWh) is based on the current forecasted energy price of the avoided unit and is adjusted as actual fuel costs become known. PEF and Trans World, however, have agreed upon a fixed increasing rate payment (\$/MWh) method that combines both energy and capacity costs, so that the general contract payment rate includes both capacity and energy payments. This method of payment provides Trans World a predictable revenue stream that removes the risk of fuel cost fluctuations that would typically affect energy generation costs. The benefit to the ratepayers, however, will depend more heavily on overall changes in the cost of fuel. For example, if fuel costs decline in the future, PEF ratepayers would still be obligated to pay the possibly higher-cost fixed payments of the proposed contract through the fuel cost recovery clause. If fuel costs increase in the future, the benefits to PEF's ratepayers will increase because they will pay the relatively lower-cost fixed payments of the proposed contract.

Because of this general energy price dependency, our staff requested fuel forecast sensitivity analyses of the contract to estimate the range of its fixed price. PEF provided a cost comparison of the negotiated contract payments to both the 2010 and 2011 Standard Offer avoided unit given base, low (15 percent decrease), and high (15 percent increase) natural gas price forecasts. These forecasts were based upon a reasonable natural gas price forecast provided by PIRA Energy Group. These cost analyses are summarized in the table below:

¹ See Docket No. 110092-EI - In re: Petition for approval of amended standard offer contract, by Progress Energy Florida, Inc.

Negotiated Contract Savings Versus Varying Fuel Forecast Scenarios						
	2010 Standard Offer			2011 Standard Offer		
	Low (-15%)	Base	High (+15%)	Low (-15%)	Base	High (+15%)
NPV Total Savings	\$29,330,000	\$61,597,000	\$93,864,000	\$(2,912,000)	\$28,453,000	\$59,819,000

The 2011 Standard Offer fuel forecast shows a projected savings from the negotiated contract of up to approximately \$59.8 million given a high fuel cost scenario, but also noted a risk of having a projected net cost of approximately \$2.9 million given a low fuel cost scenario. The negotiated contract payments in the early years of service track the beginning of the 2011 Standard Offer payments. If one assumes a sudden drop in fuel pricing in the immediate future, as in the low fuel cost scenario, it is reasonable to expect the payments to the Trans World Facility to be above PEF's avoided costs.

Although there is a risk of overpaying given the specific scenario mentioned above, we believe that the risk is relatively small, and the terms of the negotiated contract will allow PEF's customers to receive a greater economic benefit from prices that may be lower than payments under either the 2010 or 2011 Standard Offer Contract.

Completion/Performance Security

Section 5 of the negotiated contract contains certain conditions precedent for implementation of the contract. For example, Trans World must obtain transmission service, finance documents, and proof of insurance by January 20, 2013, or the negotiated contract will terminate and neither party will have any further obligation under its terms. Prior to January 20, 2013, Trans World will be required to deliver to PEF performance security collateral based upon the amount of committed capacity and Trans World's credit rating. In the event of a default, PEF is permitted to draw from the performance security to recover any damages PEF incurs. If Trans World is unable to meet the proposed in-service date of July 1, 2013, the contract provides that PEF is entitled to the performance security in full.

When the Trans World Facility is operational, the expected annual energy produced will be 329,373 MWh, based upon a 94 percent capacity factor. The energy payment has been fixed and combined with the capacity payment, and the combined payment depends solely on the performance of the Trans World Facility for each individual month. Performance security provisions of the negotiated contract also require that the Annual Billing Factor² (ABF) for the Facility be calculated monthly. In the event that the ABF for any rolling 12-month period is less than 74 percent, payment to Trans World for that month will be reduced by 5 percent. If Trans

² The Annual Billing Factor is defined as the total amount of energy received, divided by the sum of the products of committed capacity and the number of hours for each of the most recently completed Monthly Billing Periods. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a 12-month rolling average.

World fails to maintain an ABF of at least 74 percent for 12 consecutive months, it will be considered an event of default and PEF will receive the performance security discussed above.

The negotiated contract also requires Trans World to maintain a Termination Security through a letter of credit covering a Termination Fee. The cumulative Termination Fee is calculated on a monthly basis as the difference between the negotiated contract and PEF's Standard Offer. If the ABF is maintained at or above 74 percent, a reduction value is applied on a sliding scale which reduces the cumulative Termination Fee. If the ABF of the Facility is less than 74 percent, the Termination Fee will accrue with no reduction. Upon any termination of the negotiated contract, PEF is entitled to receive the full amount of the Termination Security. This system compensates for payments to the proposed facility before the in-service date of the Standard Offer avoided unit.

We find that the provisions contained in the contract are sufficient to protect PEF's ratepayers if Trans World fails to deliver capacity and energy as specified by the negotiated contract, or in the event that Trans World defaults on its obligations.

CONCLUSION

The negotiated contract between PEF and Trans World provides PEF with a viable source of electric capacity and energy that meets all requirements and rules governing renewable energy producers. The contract is shown to be cost-effective under both the 2010 and 2011 Standard Offer Contract avoided units, and beneficial to PEF ratepayers under varying natural gas fuel price scenarios. If a portion of the planned renewable generation cannot be implemented under the terms of the negotiated contract, the security provisions effectively mitigate the risk to the ratepayer. Considering these facts, we approve the contract.


Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the Petition for approval of negotiated purchase power contract with Trans World Energy LLC by Progress Energy Florida, Inc. is granted. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective upon the issuance of a Consummating Order unless an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, is received by the Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this docket shall be closed.

By ORDER of the Florida Public Service Commission this 13th day of June, 2011.



ANN COLE
Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
(850) 413-6770
www.floridapsc.com

(S E A L)

MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

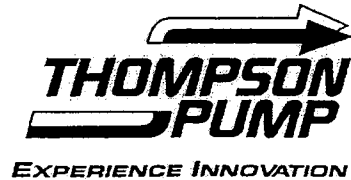
Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Office of Commission Clerk, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on July 4, 2011.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

Thompson Pump & Mfg. Co., Inc.
 Post Office Box 291370
 Port Orange, FL USA 32129-1370
 386/ 767-7310 FAX: 386/ 761-0362
www.thompsonpump.com



The enclosed Notice is being sent to you because our pump(s) and/ or equipment are being used on the project listed. It is our desire to provide the very best equipment and service for use on this project. The language on the Notice is required by Florida statute 735 and 255 and is in no way a reflection of the credit worthiness of our customer (listed under the section marked "Under an Order Given By"). If any of the information listed on the attached Notice is incorrect or incomplete, please contact us at 800/767-7310.

To Our Customer:

Thank you for your order; we appreciate your business! You can contact us to make arrangements for lien/bond releases. If the equipment is moved to a different project please remember to contact us so we can keep our records in agreement with yours. If you have not already done so, please make certain you have contacted your insurance agent to include coverage for the equipment you are renting.

To the Bond Company and/ or Agent:

If there is a Payment and Performance bond issued for this project, please send us a copy. This can be emailed to kseliga@thompsonpump.com, faxed to us at 386/ 761-0362 or mailed to the address shown above.

To the Property Owner:

Please be sure to ask for releases when disbursing funds on this project. If this is a public project we understand that, in the event of nonpayment, the remedy available would be through any payment bond issued for the project.

Thank you again for choosing Thompson Pump as the supplier for this project. We appreciate the opportunity to help make this project a success.

Sincerely,

Kelly Seliga

Kelly Seliga
 Controller

2011 JUN 10 AM 10:18

THOMPSON PUMP & MFG CO INC
POST OFFICE BOX 291370
PORT ORANGE FL USA 32129-1370
800-767-7310 FAX 386-761-0362



14

FLORIDA NOTICE TO OWNER/ NOTICE TO CONTRACTOR

WARNING TO OWNER: UNDER FLORIDA LAW, YOUR FAILURE TO MAKE SURE THAT WE ARE PAID MAY RESULT IN A LIEN AGAINST YOUR PROPERTY AND YOUR PAYING TWICE. TO AVOID A LIEN AND PAYING TWICE, YOU MUST OBTAIN A WRITTEN RELEASE FROM THOMPSON PUMP EACH AND EVERY TIME YOU PAY YOUR CONTRACTOR.

To: GULF CO. BOARD OF CO. COMM.
1000 CECIL G. COSTIN SR. BLVD.
PORT ST. JOE, FL 32456

6/6/11

Cert. Mail # 70082810000012688177

The undersigned hereby informs you that he has furnished or is furnishing RENTAL OF PUMP(S) AND/OR EQUIPMENT for the improvement of the real property identified as:

GULF CO. STUMPHOLE REVETMENT Phase II & III Job # (0000040911)
LATITUDE 29° 40' 42.43" NORTH LONGITUDE 85° 21' 55.90" WEST
CAPE SAN BLAS
PORT ST. JOE, FL 32456

Under an order given by our customer:

IC CONTRACTORS
228 E. 34TH STREET
PANAMA CITY, FL 32405

BOND # (21BCSFT3658)

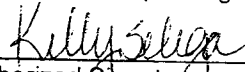
Florida Law prescribes the serving of this notice and restricts your right to make payments under your contract in accordance with Section 713.06, 255.05 Florida Statute. If a payment bond exists for this project, this notice shall serve as the preliminary notice of intention to make a claim against the bond. A request to the Bond Company or agent for a copy of the bond(s) is hereby made, with acknowledgement of the responsibility for any copy costs. Failure to furnish the requested copy may have adverse consequences as described in Florida Statute 713.23, 713.245, 255.05. Requests for Sworn Statements of Account should be addressed to Thompson Pump at the address listed at the top of this notice:

IMPORTANT INFORMATION FOR YOUR PROTECTION

Under Florida's laws, those who work on your privately owned property or provide materials and are not paid have a right to enforce their claim for payment against your property. This claim is known as a construction lien. If your contractor fails to pay subcontractors or material suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL.

PROTECT YOURSELF: RECOGNIZE that this Notice to Owner may result in a lien against your property unless all those supplying a Notice to Owner have been paid. LEARN more about the Construction Lien Law, Chapter 713, Part I, Florida Statutes, and the meaning of this notice by contacting an attorney or the Florida Department of Agriculture and Consumer Services, Division of Consumer Services.

Thompson Pump & Mfg Co Inc


Authorized Signature

2011 JUN 10 PM 10:18

CC:
GULF CO. P. O. BOX 278 PORT ST. JOE, FL 32457- CERT. MAIL # 70082810000012688184
JORDAN & ASSOC. 580 WELLS RD # 2 ORANGE PARK, FL 32073 CERT. MAIL #7008 2810 0000 1268 8191
HARTFORD CASUALTY INS. ONE HARTFORD PLAZA HARTFORD, CT 06155 - CERT. MAIL#7008 2810 0000 1268 8207
BROWN INS. SERVICES 1418 W. 23RD ST. STE. 200, PANAMA CITY, FL 32405 - CERT. MAIL #7008 2810 0000 1268 8214

14